

Contract Agreement

KNOW ALL MEN BY THESE PRESENT:

THIS AGREEMENT made the ____ day of MAY 30 ~~2019~~ ²⁰¹⁸ between:

CEBU NORMAL UNIVERSITY(CNU), a State University duly established in accordance with Philippine laws, with principal office address at Osmeña Boulevard, Cebu City, represented by its President, **DR. FILOMENA T. DAYAGBIL** hereinafter referred to as the **"UNIVERSITY"**

- and -

CBII PHILIPPINES INTERNATIONAL, INC., a company duly incorporated under the laws of the Republic of the Philippines with business address at 8771 Unit C, Santol Street, San Antonio Village, Makati City, represented herein by its President, **REYNALDO M. CUEVAS** hereinafter referred to as the **"AGENCY"**.

WITNESSETH: That

WHEREAS, the UNIVERSITY requires janitorial services for the CNU Campus in Osmeña Boulevard, Cebu City, Balamban and Medellin Campuses;

WHEREAS, on 28 November 2018, the UNIVERSITY through its Bids and Awards Committee (BAC), conducted a public bidding for janitorial services for the year 2019 wherein the AGENCY's bid of Three Million Seventy Five Thousand Nine Hundred Thirty Pesos & 06/100(Php3,075,930.06) was found to be the lowest complying responsive bid and most advantageous to the UNIVERSITY;

WHEREAS, after review of the bid proposal of the AGENCY and finding the documents submitted in order, the BAC favorably recommended the awarding of the contract for janitorial services for the year 2019 to the AGENCY;

WHEREAS, the UNIVERSITY through its President, approved the awarding of the contract to the AGENCY;

NOW, THEREFORE, for and in consideration of the foregoing premises and terms and conditions herein set forth, the Parties have agreed as follows:

1. **TERM.** The contract shall be for a period of seven (7) months to commence from the date of execution thereof. It shall take effect from June 1, 2019 to December 31, 2019. This Contract may be extended upon its expiration subject to the same terms and conditions unless either party makes a written notice of its extension to continue the Contract or to amend any of its provision thirty (30) days before the termination of the original service agreement.
2. **DESCRIPTION OF SERVICES.** The AGENCY shall ensure that all the specifications as provided in the Terms of Reference by CNU are met:

2.1 The AGENCY shall render janitorial services to the specified area of coverage and shall assigned the corresponding number of janitors per area:

CNU Main Campus
Balamban and Medellin

Twenty-four (24) janitors
Six (6) janitors

2.2 Services shall consist of the following (the "Services")

A. Daily Services:

1. Cleaning of rooms and offices such as sweeping and mopping of floors, dusting of glass panels, doors and windows, and inspection of rooms to check for mosquito or insect infestation;
2. Cleaning of toilets using ordinary cleaning agents (except muriatic acid) to include cleaning of toilet bowls and lavatory, brushing of tiles, cleaning of mirrors and emptying of garbage bins, and checking for defective or leaking plumbing fixtures including water closet and faucets, pipes and reporting the same to the General Services Division (GSD);
3. Checking of room fixtures like door knobs, door locks, switches, light bulbs and windows to check if these are still in good working condition and make a report of the same to the GSD;
4. Cleaning of hallways, lobbies and stairs, walls, including mopping and sweeping of floors and stairs and dusting of railings;
5. Collection of solid wastes from every room and proper disposal of solid wastes into collection container assigned to every building;
6. Watering of plants

B. Weekly Services

1. Cleaning of ceiling and corner walls;
2. Application of floor wax;
3. Floor polishing every after application of floor wax;
4. Cleaning of glass windows of classrooms and offices;
5. Disinfection of toilets;
6. Trimming of grasses and plants;
7. Cleaning of walls using cleaning agents; and

C. Monthly Services

1. Washing and shampooing of rugs and carpets;
2. Cleaning of water closet using reagents.

D. Quarterly Services

1. Cleaning of Venetian blinds;
2. Disinfecting of walls using Lysol;
3. Washing of glass windows using high pressured sprayer and ladder;
4. Cleaning of carpets and rugs using vacuum cleaner; and
5. Planting of ornamental plants;
6. Cleaning of roofs;
7. Cleaning and oiling of electric fans

E. Other Services

1. To perform other related janitorial and sanitation services; and
2. To perform other related services upon the request of the School Administrator.

2.3 For the Performance of the Services, the AGENCY shall furnish the UNIVERSITY Thirty (30) of its own personnel who are healthy, physically fit, neat, properly attired, professionally trained and carefully selected. Should the UNIVERSITY find it to be in the best interest of the services, the UNIVERSITY may require the AGENCY to remove and replace any personnel furnished by the AGENCY to render services under the Contract.

2.4 All services shall be performed eight (8) hours daily to Monday to Saturday except Sunday and Holidays (including Muslim Holiday), services of which shall be at the discretion of the UNIVERSITY in the exigency of service. Payment of overtime

continuous and uninterrupted service, relivers shall be ready to replace absentees; and AGENCY guarantees the cleanliness of the areas involved especially during the eight (8) hour period in which the services is being rendered.

3. **CONTRACT PRICE.** In consideration of the Services, the UNIVERSITY agrees to pay the sum of THREE MILLION SEVENTY FIVETHOUSAND NIE HUNDRED THIRTY PESOS & 06/100 (P3,075,930.06) in equal monthly payment of FOUR HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED EIGHTEEN PESOS & 58/100 (P439,418.58) within five (5) days after the submission of Statement of Account by the AGENCY.

4. **PAYMENT OF CONTRACT PRICE.** As a pre-condition for any payment including monthly billing thereof by the UNIVERSITY to the AGENCY under this Contract, the latter shall submit to the Office of the President a copy and furnish the Vice President for Administration:

- A. Official certification under oath that the AGENCY has duly paid for Social Security, Philhealth and State Insurance Contributions, and other benefits of their employees and janitors under existing laws and regulations;
- B. Certification under oath that each personnel assigned to the UNIVERSITY has duly received from the AGENCY the corresponding wages and benefits and other compensation due them;
- C. Sworn certification executed by each personnel assigned to the UNIVERSITY that he/she has been fully paid his wages and benefits under labor laws and regulations for preceding month.

- 4.1 Failure of the AGENCY to submit the above-mentioned certifications earlier than fifteen (15) days prior to the date of payment by the UNIVERSITY as provided for under this Contract shall be considered a violation of the terms and conditions of this Contract and shall give the UNIVERSITY the right to unilaterally rescind, revoke or terminate this Contract, or withhold payment to the AGENCY until the latter shall have complied with this provision;

- 4.2 If any of the above-mentioned certifications are found to have forged signatures or fictitious names of the janitors currently assigned to the subject premises within the scope of the Contract, then the same shall be likewise be considered as serious breach of this Contract, which shall warrant the immediate rescission or pre-termination thereof, without prejudice to whatever legal actions, sanctions or remedies that are available to the UNIVERSITY under the law.

- 4.3 The Amount that the personnel is entitled, by way of salary or compensation, for their services rendered to the UNIVERSITY and received by the AGENCY from UNIVERSITY shall be held in trust for said personnel.

5. **PERFORMANCE BOND.** The AGENCY shall make a security deposit with the UNIVERSITY in the form of performance bond in an amount equivalent to thirty percent (30%) of the Contract Price. The Performance Bond shall guarantee the AGENCY's obligations hereunder and may be forfeited in favor of UNIVERSITY should this Contract be terminated due to non-compliance with the specifications of the project as indicated hereunder or due to violation of any of the terms of this Contract.

- 5.1 In accordance with requirements of law and of the UNIVERSITY, the AGENCY is hereby submitting a PERFORMANCE BOND in the form of Surety Bond in the amount of NINE HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED SEVENTY NINE PESOS & 02/100 (P922,779.02) with Official Receipt No. 0000004594 issued of May 17, 2019 by the Stronghold Insurance Company, Inc., as surety and in favor of the UNIVERSITY, callable on demand, hereto attached and made integral part of the basic contract, to answer for such and all obligations of the AGENCY arising out of, or in accordance with, this Agreement.

- 5.2 The Performance Bond shall be released only upon termination of the Contract or any extension thereof, provided no claims have been filed against the AGENCY for violation of any terms and conditions of the contract, otherwise, the Performance Bond shall remain effective and shall not be released until final disposition of the claim/s. In case of any subsisting claim, the AGENCY shall immediately take measures to continue the effectiveness and validity of the Performance Bond until the claim is finally settled; and within sixty (60) days prior to the termination of the contract or any extension thereof, the AGENCY shall likewise put up a Guaranty Bond in favor of the UNIVERSITY in an amount equivalent to fifteen (15%) percent of the monthly gross pay of all laborers actually deployed in the UNIVERSITY to answer for whatever claim that may arise by reason of the AGENCY's failure or refusal to pay the unpaid wages, any underpayment or such other benefits due to laborers under existing laws and related social legislation.
- 5.3 This Guaranty Bond shall be posted by a reputable insurance company acceptable to the UNIVERSITY and shall be made effective upon termination of the contract or any renewal thereof up to three (3) years after termination of the contract or its extension thereof; provided, however, for purposes of renewal on the second and third year, the AGENCY shall deposit within ten (10) days upon posting of the bond with the UNIVERSITY to cause the renewal of the bond for the second and third year, and to allow the UNIVERSITY to hold in its Custody the bond and its renewal papers.
- 5.4 No Final payment shall be made unless the AGENCY has posted the said Guaranty Bond and the deposit of the renewal amount for the 2nd and 3rd year as stated above.
- 5.5 The security shall be returned by the UNIVERSITY to the AGENCY after the complete delivery and/or acceptance of the services by the UNIVERSITY.
6. COMPLIANCE WITH R.A. 9184. The UNIVERSITY and the AGENCY shall comply with all the provisions of the Government Procurement Reform Act (R.A. 9184) and its Implementing Rules and Regulations (IRR).
7. DOCUMENTS. The UNIVERSITY and the AGENCY agree that the following Contract Documents, are incorporated with and made integral parts hereof, are the following:
- I. The General Conditions of the Contract per R.A. 9184;
 - II. The Special Condition of Contract per R.A. 9184;
 - III. The Terms of Reference for the Procurement of Janitorial Services;
 - IV. The Invitation to Bid;
 - V. The Bidding Documents;
 - VI. The Bid Form including all documents/statements contained in the winning bidders two (2) bidding envelopes;
 - VII. The Performance Security;
 - VIII. The Eligibility Requirements documents and / or statements;
 - IX. The Notice of Award with winning bidder's conforme;
 - X. Other Contract documents that may be required.
8. NO EMPLOYER-EMPLOYEE RELATIONSHIP. The AGENCY has the sole responsibility over the personnel assigned to perform the janitorial services to the UNIVERSITY and that UNIVERSITY shall not in any way be responsible for claims to personal injury, wages and other claims from damages including death, caused either by the AGENCY's personnel or a third party, whether or not such injury or death arises out of or in connection with the performance of the AGENCY's personnel. In the event of a suit filed against the UNIVERSITY brought by any of the AGENCY's personnel or any government office or agency or any other person or entity, AGENCY shall hold the UNIVERSITY free and harmless against any judgement which ay be made against the UNIVERSITY in favor of the AGENCY' personnel as there is no employer-employee relationship that exists between its personnel and the UNIVERSITY.

The Losses and damages that may be incurred by reason of the act of the negligence of the personnel assigned shall be on the account of the AGENCY.

9. DISCIPLINE OVER THE PERSONNEL. The AGENCY shall supervise and control / maintain efficient and effective discipline over and all personnel it may utilize in performing its obligation under this Agreement. The UNIVERSITY shall report to the AGENCY any untoward act, negligence, misconduct, malfeasance, misfeasance of the said personnel, but the AGENCY alone shall have the right to impose disciplinary action over any erring personnel of the AGENCY.

For this purpose, the General Services Division (GSD) of the UNIVERSITY shall be the central coordinating office between the UNIVERSITY and the AGENCY, including its personnel. The AGENCY shall provide a supervisor who shall monitor the work of its personnel assigned to the UNIVERSITY twice a week and shall report to the GSD after such monitoring. The GSD shall likewise conduct a regular monitoring of the progress of and work status of the AGENCY's personnel.

The AGENCY has the right to replace or to remove any of its erring, in-efficient and in-effective janitorial personnel through proper coordination with UNIVERSITY's, General Services Division.

10. TERMINATION AND BLACKLISTING. Violation of any of the terms of this contract shall entitle the UNIVERSITY to terminate the Contract and forfeit the performance bond of the AGENCY. Further, non-compliance with the specifications of the project provided herein shall put the UNIVERSITY under no obligation to pay the AGENCY the entire contract price.

Further, gross violation of the terms of this contract may be grounds for the UNIVERSITY to blacklist the AGENCY from participating in competitive biddings for a period of one (1) year.

- 10.1 This Contract may also be pre-terminated or used as basis in blacklisting the AGENCY if the performance of the AGENCY is found to be below par (such as but not limited to failure to deliver on time requested replacement of non-working equipment and the like, and violations of the provisions of this contract and the TOR) as determined by the UNIVERSITY through its GSD/Administration and as affirmed by the President of the CNU. The AGENCY shall, however, be given the opportunity to explain its side.

11. SEPARABILITY. If any provision of this Contract or the related documents is declared void, ineffective, invalid or contrary to law by a final judgment or decree by any court, commission or other judicial or quasi-judicial body of competent jurisdiction, the other provisions not affected by the said judgment or decree shall be remain unimpaired unless said judgment affects the Contract and the related documents as a whole.

12. EXCLUSIVITY OF VENUE OF ACTION/S. Actions arising out of this Contract and the related documents shall be filed with the approved court of competent jurisdiction in Cebu City to the exclusion of all other courts.

13. BINDING NATURE. This Contract shall be binding between the parties, and their respective assigns and successors-in-interest

MAY 30 2019

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this ____ day
of _____ 2019, Cebu City, Philippines.

CEBU NORMAL UNIVERSITY

CBII PHILIPPINES INTERNATIONAL
INC.

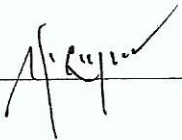
By:


DR. FILOMENA T. DAYAGBIL
President

By:

REYNALDO M. CUEVAS
President

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of MAKATI CITY S.S.

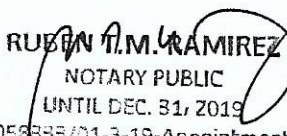
MAY 30 2019

BEFORE ME, a Notary Public and in for the above jurisdiction on this ____ day of _____, personally appeared DR. FILOMENA T. DAYAGBIL, with Community Tax Certificate No. 121-888-13 issued on January 16, 2019 at Cebu City and REYNALDO M. CUEVAS, with Passport No. P4970201A issued on November 7, 2017 at DFA Manila, known to me and to me known to be the same persons who executed the foregoing instrument they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of six(6) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Doc. No. 64 ;
Page No. 14 ;
Book No. 932 ;
Series of 2019.


RUBEN A.M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2019
IBP NO. 059335/01-3-19-Appointment #M-127
ROLL NO. 22947/MCLE NO V-0025589/9-8-2017
PTR NO. MKT.7333572/01-3-19 MAKATI CITY