

Contract Agreement

KNOW ALL MEN BY THESE PRESENT:

THIS AGREEMENT made the MAR 30 2020 day of 2020 between:

CEBU NORMAL UNIVERSITY (CNU), a State research University of the Philippines duly established in accordance with law, 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

WHEREAS the UNIVERSITY requires janitorial services for CNU Main, Balamban and Medellin Campuses;

WHEREAS, on _____, the UNIVERSITY through the Bids and Awards Committee, conducted a public bidding for janitorial services for the year 2020 wherein the AGENCY's bid of *Five Million Two Hundred Seventy Thousand Fifty-eight Pesos (Php 5,270,058.00)* 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 2020 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 nine (9) months to commence from the date of execution thereof. It shall take effect from April 1, 2020 to December 31, 2020. This contract may be extended upon its expiration subject to the same terms and conditions unless either party makes a written notice of 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 be assigned the corresponding number of janitors per area:

CNU Main Campus *twenty-four (24)*
Balamban and Main Campus *six (6)*

- 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 Office (GSO) or Disaster and Risk Reduction Management Office;
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 GSO or DRRMO
4. Disinfecting the assigned areas, as much as possible, to avoid viral transmission;
5. Cleaning of hallways, lobbies and stairs, wall, including mopping and sweeping of floors, stairs and dusting of railings;
6. Collection of solid wastes from every room and proper disposal of solid wastes into collection container assigned to every building; and
7. 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.

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;
3. Washing of glass windows using high pressured sprayer and ladder;
4. Planting of ornamental plants;
5. Cleaning of roofs;
6. 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 UNIVERSITY representative.

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 from Monday to Saturday except Sundays and Holidays, services of which shall be at the discretion of the UNIVERSITY in the exigency of service. AGENCY shall make sure of continuous and uninterrupted services. Relievers shall be ready to replace absentees.

3. **CONTRACT PRICE.** In consideration of the Services, the UNIVERSITY agrees to pay the sum of three million nine hundred fifty-two thousand five hundred forty-three pesos and fifty centavos (Php 3, 952,543.50) in equal monthly payment of four hundred thirty-nine thousand one hundred seventy-one pesos and fifty centavos. (Php 439, 171.50) within five (5) days after the submission of Statement of Account by the AGENCY. In the event of increase in the minimum wage, the contract is deemed amended as to consideration by increasing the wage.

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 Services (SSS), PhilHealth, HDMF and other mandatory 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 the 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 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 the 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.

6. **DOCUMENTS.** The UNIVERSITY and the AGENCY agree that the following Contract Documents are incorporated with and made an integral part hereof, are the following:

- I. The General Conditions of the Contract;
- II. The Special Conditions of the Contract;
- 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.

7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** The AGENCY has the sole responsibility over the personnel assigned to perform the janitorial services to the UNIVERSITY and that the 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 or any government office or agency or any other person or entity, AGENCY shall hold the UNIVERSITY free and

harmless against any judgement which may be made against the UNIVERSITY in favor of the AGENCY's 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 account of the AGENCY.

8. **DISCIPLINE OVER THE PERSONNEL.** The AGENCY shall supervise and control or maintain effective and efficient 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 Disaster and Risk Reduction Management Office (DRRMO) 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 DRRMO after such monitoring. The DRRMO 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, inefficient and ineffective janitorial personnel through proper coordination with the UNIVERSITY's DRRMO.

9. **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.

9.1 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 employee and the like and violations of the provisions of the Terms of Reference) as determined by the UNIVERSITY through Administration/DRRMO and as affirmed by the President of the UNIVERSITY. The AGENCY shall, however, be given opportunity to explain its side.

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

11. **EXCLUSIVITY OF VENUE OF ACTIONS.** Actions arising out of this contract and the related documents shall be filed with the appropriate court of competent jurisdiction in the City of Cebu to the exclusion of all other courts.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

CEBU NORMAL UNIVERSITY (CNU)

CBU PHILIPPINES INTERNATIONAL,
INC.

DR. FILOMENA T. DAYAGBIL

President

REYNALDO M. CUEVAS

President

Signed in the presence of:

JOSEPH S. CALIBAL

MR. PAUL S. CALIBAL
Administrative Officer

ACKNOWLEDGEMENT

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

MAR 30 2020

BEFORE ME, a Notary Public and in for the above jurisdiction on this ____ day of _____, personally appeared DR. FILOMENA T. DAYAGBIL, with _____ issued on _____ at Cebu City and REYNALDO M. CUEVAS, with _____ issued on _____ at _____, 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 five (5) 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. 499;
Page No. 101;
Book No. 4;
Series of 2020.

RUBEN M. RAMIREZ
NOTARY PUBLIC
IBP NO. 093489 / 10-18-19 CV 2020
ROLL NO. 28947/MCLE 6 / 3-22-19
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