

CONTRACT AND AGREEMENT

FOR THE

PROVISION OF JANITORIAL SERVICES FOR CSU CABADBARAN CITY

KNOW ALL MEN WHOM THESE PRESENT:

The CARAGA STATE UNIVERSITY (CSU), an educational institution organized and existing under Republic Act # 9854 with principal office address at Ampayon, Butuan City, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, hereinafter referred as "**CSU CABADBARAN CITY (CSUCC)**".

-and-

**UNITED FIELD SEA WATCHMEN AND CHECKERS AGENCY (UFSWCA)**, organized and existing under and by virtue of the laws of the Republic of the Philippines, holding its principal office at 2<sup>nd</sup> Floor Cesia Bldg. Mangga Road, Butuan City, represented herein by its General Manager and Proprietor, **JAIME M. AMAMIO**, who is duly authorized to represent in this transaction, hereinafter referred as "**CONTRACTOR**".

-WITNESSED THAT-

**WHEREAS**, Caraga State University Cabadbaran City advertised the Invitation to Bid on the **Provision of Janitorial Services for CSU Cabadbaran City**, posted the same in the school's website [www.csucc.carsu.edu.ph](http://www.csucc.carsu.edu.ph), in PhilGEPS, and a conspicuous place inside the premises of the Caraga State University Cabadbaran City Campus continuously for 20 days;

**WHEREAS**, after the opening of bids on **November 23, 2020** and the conduct of bid evaluation and the required Post-qualification Report dated on **November 26, 2020** and **December 11, 2020**, the bid submitted by the **UFSWCA** was found to be the Single calculated and responsive bid in the amount of **Seven Hundred Forty Thousand Seven Hundred Forty Two Pesos and Forty Eight Centavos (Php.740,742.48)** Philippine Currency for janitorial services for CSU Cabadbaran City for a term of twelve (12) months;

**WHEREAS**, the said **CONTRACTOR** guarantees to **CSUCC** that it is duly licensed to engage in the business of providing janitorial services;

**WHEREAS**, CSU Board of Regents approved the award of contract to **UFSWCA** in the amount of **Seven Hundred Forty Thousand Seven Hundred Forty Two Pesos and Forty Eight Centavos (Php.740,742.48)** Philippine Currency for janitorial services for CSU Cabadbaran City for a term of twelve (12) months through **Board Resolution No. 57 – 49, series of 2021**;

**WHEREAS**, in a Notice of Award (NOA) dated **January 18, 2021**, the contract therefore was awarded to **UFSWCA** who signifies "Conforme" in the same NOA;

**NOW THEREFORE**, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties have agreed as follows:

1. The **CONTRACTOR** guarantees that it is an independent agency duly licensed to engage in, among others, the business of providing janitorial services and that it has adequate workers and substantial capital or investment in the form of tools, equipment, machineries, work premises and other materials which are necessary in the conduct of its business in providing janitorial services.

MAXIMIANO M. AMAMIO  
Admin/Operation Officer

JAIME M. AMAMIO  
General Manager/Proprietor

MARILYN B. CASTILLO, Ed.D.  
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2. The **CONTRACTOR** shall provide janitorial services for the maintenance, cleanliness and sanitation of **CSUCC** buildings, offices, conference rooms, AV rooms, such janitorial services to include, but not limited to the following:

### DAILY OPERATIONS

- a. Sweeping, mopping, and polishing of floors areas and scrubbing of areas where traffic occurs in order to ensure cleanliness at all times;
- b. Dusting and cleaning of all machines and equipment, glass doors and fixed glass doors and fixed glass panels, wooden doors, door jambs, door louvers, glass windows, window ledges, folding partitions, furniture, table tops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical spaces including ceilings and non - glass walls;
- c. Cleaning of toilets and wash rooms;
- d. Disposing of trash, rubbish and garbage contained in the garbage collection pit provided for the purpose and located in every offices and other areas within the premises;
- e. Cleaning of paper waste container, pencil sharpeners, trash cans ,plant boxes , drinking fountains , directional signs and stands and the like , as well as office and lobby wall directories;
- f. Perform such services usually necessary or desirable for the maintenance and enjoyment of the office premises and minister to the personal comfort, convenience, or safety of CSUCC faculty, students, employees and visitors;
- g. Empty waste bins and wash out, if required; and
- h. Water indoor and outdoor plants.

### WEEKLY OPERATIONS

- a. Washing and polishing of all floors;
- b. Dusting of lighting fixtures, light and air-con diffusers hanging lamps;
- c. Washing and cleaning of inside and outside glass doors, inside windows and panels;
- d. Cleaning, waxing and polishing of office furniture, fixtures, counters and shelves;
- e. Machine Scrub and buff hard floors;
- f. Bring out indoor plants;
- g. Wipe/clean window shades, clean inside windows, clean door jams/blusters/handrails, clean glass walls/partition;
- h. Remove cobwebs (ceiling, lighting, fixtures, etc.);
- i. Wash walls with dirt and stain mark;
- j. Wet cleaning/dusting/vacuuming upholstered furniture/office chairs;
- k. Conduct disinfection of all buildings/offices and campus ground every first Saturday of the month or as the need arises for health protocol issues relative to pandemic; and
- l. Any other related works to maintain the cleanliness of the campus.

  
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### MONTHLY OPERATIONS

- a. Thorough general cleaning by way of washing and scrubbing, especially of deep-seated grime and dirt, removal of stains and others as well as waxing and polishing of all floors;
  - b. Thorough cleaning and washing of inside walls, ceilings, and stairways;
  - c. Thorough cleaning, sanitation and disinfection of all washrooms and toilet fixtures and removal of deep-seated stains, grime and dirt;
  - d. Thorough inspection and removal of stain marks and deep seated grime and dirt on carpeted areas and upholstered furniture;
  - e. Thorough washing and cleaning of light diffusers, vertical blinds, aircon diffusers, ceilings, outside walls and other areas that require thorough washing, cleaning and removal of deep seated grime and dirt; and
  - f. Cleaning of outside windows and glass panels.
  - g. Cutting/Trimming of trees and shrubs or bushes; Grass cutting/ lawn mowing; weeding garden; Watering of plants; keeping green spaces and walkways clear of debris and litter; removing/cleaning of dry leaves on the roofs of building and cleaning of canals.
  - h. Remove cobwebs (ceiling, lighting. Fixtures, etc.)
  - i. Wash walls with dirt and stain mark.
3. The **CONTRACTOR** shall also provide additional services for such as farm/utility services to include, but not limited to the following:
- a. Segregate, reduce, re-use, recycle all kinds of waste materials;
  - b. And perform such other tasks relative to janitorial services that may be assigned by CSUCC authorized representative
4. For and in consideration of the services under this Contract by **UFSWCA**, the **CSU Cabadbaran City** shall pay the sum of **Seven Hundred Forty Thousand Seven Hundred Forty Two Pesos and Forty Eight Centavos (Php.740,742.48)** Philippine Currency for six (6) janitors/janitress, who will work for forty (40) hrs. per week for twelve (12) months as provided in the Financial Proposal of the **CONTRACTOR** which form part of this Contract.

The rates quoted for the amount due to six (6) janitors/janitress are based on eight [8] hours work per day per individual and include payment due to the personnel: basic pay, service incentive leave, 13<sup>th</sup> month pay, COLA, Uniform Allowance, and to the government, i.e. contributions to Pag-ibig, SSS, Philhealth, ECC, etc. including the value added tax of Twelve Percent [12 %]. Except as provided under existing laws, it is hereby expressly agreed upon and understood that the stipulated rates shall not be subject to upward adjustment for any cause or reason except under extraordinary circumstances and upon prior approval of GPPB.

- 4.1. The **CONTRACTOR** shall pay its employees assigned to **CSU Cabadbaran City** the amount of **P305.00/day**. The annual computation shall be as follows:

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### WAGES FOR JANITOR

Ave. Pay/Month (₱305.00 x 22 days)	= 6,710.00
13th Month Pay (6,710.00 / 12)	= 559.17
5 Days Incentive with pay (₱305.00 + 15 x 5 / 12)	= 133.33
COLA (15.00 x 22 days)	= 330.00
Uniform Allowance	= 100.00
<b>TOTAL AMOUNT DIRECTLY TO JANITOR</b>	<b>= 7,832.50</b>
SSS Premium	= 600.00
PHIL Health Contribution	= 137.50
Pag-ibig Fund	= 100.00
ECC (Employer's Share)	= 10.00
Retirement Benefits	= 571.88
<b>TOTAL AMOUNT TO JANITOR &amp; GOV'T</b>	<b>= 9,251.88</b>
Agency Fees @ 10%	= 925.19
E-vat @ 12%	= 111.02
<b>TOTAL MONTHLY CONTRACT RATE (TMCR) per worker</b>	<b>= Php.10,288.09</b>
<b>Php 10,288.09/month x 6Janitor/Janitress x 12 months</b>	<b>= Php 740,742.48</b>

- 4.2. The amount above shall be paid every 20<sup>th</sup> day of the current month and every 5<sup>th</sup> day of the following month upon receipt by the **CSU Cabadbaran City** of a certification from the **CONTRACTOR** that the salaries of the **Janitor/Janitress** assigned to **CSU Cabadbaran City** for the immediate 15-day period have been paid and received, which certification shall be supported by a duly authenticated copy of payroll reflecting the signatures of the concerned janitors/janitress acknowledging receipt of salaries for that period;
- 4.3. Starting with the second month of this Contract up to the month immediately after the expiration or termination hereof, the **CONTRACTOR**, shall on or before the 11<sup>th</sup> day of the month, submit proofs of payments of SSS, Pag-IBIG and PhilHealth premiums and all payments for all employees as provided by and computed in accordance with law, and that failure on the part of the **CONTRACTOR** to fulfill this obligation shall be, among others, a sufficient ground, at the option of **CSU Cabadbaran City**, to withhold payment of any and all succeeding bills and/or for the termination of this Contract without need of any notice;
- 4.4. The **CONTRACTOR** shall release the Thirteenth (13th)-month pay of all employees in lump sum not later than December 20 of the same year.
5. In the execution and performance of the services under this Contract, the **CONTRACTOR** shall exercise sole supervision and control over the procedure thereof and the performance of the personnel assigned to the **CSU Cabadbaran City**, the **CONTRACTOR** shall assign a Supervisor, who shall visit the **Campus** premises two (2) times a week to ensure that the services required under this Contract are executed.
6. The deployed personnel shall work eight (8) hours a day, five (5) days a week from Monday to Friday. However, the Personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays,

  
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upon the written approval of the duly authorized representative of CSUCC; provided that the overtime services rendered by a personnel will not exceed forty (40) hours a month. Overtime payment shall be shouldered by the Contractor to the concerned janitorial personnel subject for reimbursement by CSUCC in accordance with the applicable Government and COA rules and regulations for accounting and disbursement.

7. No worker or personnel of **CONTRACTOR** assigned to or deployed in the premises of **CSU Cabadbaran City** in the performance of the services under this Contract shall ever be deemed an employee of **CSUCC**. The **CONTRACTOR** warrants that no employer-employee relationship exists between the **CONTRACTOR** and/or its employees/workers/personnel, on one hand and **CSU Cabadbaran City**, on the other hand. Should **CSU Cabadbaran City** be sued by any employee of **UFSWCA** or by any agency or individual before any forum, **UFSWCA** shall defend **CSUCC** and shall assume all judgments which may be rendered against **CSUCC**.
8. The **CONTRACTOR** shall have exclusive discretion in the selection, engagement and discharge of its employees assigned to the **CSUCC**. The Janitors deployed by the **CONTRACTOR** for **CSUCC** shall possess the following qualifications:
  - a. Of good moral character and reputation, courteous, alert and without any criminal or police record;
  - b. Physically and Mentally fit, as evidenced by a medical certificate;
  - c. Not less than 25 but not more than 57 years of age;
  - d. With at least two years (2) relative experience in janitorial works;
  - e. NBI/Police/Court Clearance, Medical Certificate issued by any government physician;
  - f. Must submit psychological Evaluation and standard drug tests results; and
  - g. Such other qualifications as **CSUCC** may deem necessary in the course of the implementation of this Contract.

**CSUCC** however shall have the right to request for a replacement of the employee or worker assigned based on, but not limited to, the following grounds:

- 1) untoward act/acts and/or behavior,
- 2) negligence,
- 3) misconduct,
- 4) inefficiency and
- 5) malfeasance

9. CSUCC has the right to effect changes in the assignment/deployment of the janitors at anytime during the contract period, through a written notice to the Contractor. Likewise, CSUCC may increase or decrease the number of Janitors as may be necessary, in which the **CONTRACTOR** shall effect the Notice within fifteen (15) days from receipt thereof. CSUCC also reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price;
10. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times;

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11. **CSUCC** shall have the right to search the **CONTRACTOR's** employees assigned to **CSUCC** before entering and leaving the campus premises as a security and precautionary measure against damage or losses.
12. The **CONTRACTOR** shall require all its employees assigned to **CSUCC** to observe all the rules and regulation of the university in the performance of their services under the Contract.
13. **CSUCC** shall not be responsible for, any and/or all liabilities arising out of accident, death, injury to the **CONTRACTOR** and its employees in connection with the performance of the services under this Contract. Neither shall **CSUCC** be liable for any injury, loss or damage caused by the **CONTRACTOR** and/or its employees assigned to **CSUCC** to any person and/or property in connection with the performance of the services under this Contract. The **CONTRACTOR** shall assume, as it does assume, all liabilities for any such accident, injury, loss or damage herein mentioned and shall save and free **CSUCC** from any liability therefrom.
14. The **CONTRACTOR** shall cooperate with **CSUCC**, to all extent possible, in providing evidence which the former or any of its employees may have in its/their possession in support of or tending to support any criminal civil or administrative case filed by and/or against **CSUCC** and/or its employees upon request of **CSUCC**.
15. Any information or data that may come to the knowledge of, acquired and/or obtained by the **CONTRACTOR** or its employees or personnel in the performance of their services under this Contract from **CSUCC**, shall not be made known to anyone without the written authority from **CSUCC**. Regardless of the period of this Contract, the **CONTRACTOR** and its employees and personnel shall be bound by the absolute confidentiality provided herein until such time as said information or data will be published or otherwise disclosed to the general public by the **CSUCC**. Any violation by the **CONTRACTOR**, its employees or personnel of the confidentiality provided herein shall entitle the **CSUCC** to the damages and other remedies and a ground for the unilateral termination of this Contract by the **CSUCC** without any notice.
16. The **CONTRACTOR** shall be liable to **CSUCC** for (1) any loss of or damage to properties of **CSUCC** and its employees, and (2) for any loss or damage for which due to the negligence or fault of **CONTRACTOR** and/or its workers and personnel in the performance of the services under this Contract.
17. The **CONTRACTOR** shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services;
18. In the event that the **CONTRACTOR** fails to render the services under this Contract due to strike by and/or labor dispute with its employees or any matter related thereto, this Contract shall be automatically terminated without need of any written notice.
19. This Contract shall be operative upon submission by the **UFSWCA** and acceptance by **CSUCC** of a bond from any private insurance company not blacklisted by the CSU on condition that the said bond will answer for the faithful

  
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performance by the CONTRACTOR of its obligations under this Contract and/or payment of wages of the employees of the CONTRACTOR assigned to the CSUCC should the CONTRACTOR fail to pay the same.

20. Except as specifically provided herein, CSUCC, at its option shall have the right to terminate this Contract upon 30-day written notice to the CONTRACTOR, on any of the following grounds: (1) in case the CONTRACTOR unreasonably fails or refuses to perform its obligations in a manner which may be inconsistent with the achievement of the results of the services under this Contract, (2) in case the CONTRACTOR fails to comply with any terms of this Contract, and (3) in case of unavailability of CSUCC's funds appropriated/allocated for janitorial services.

21. The CONTRACTOR agrees to pay all employees' benefits such as, SSS Premium, PhilHealth Premium, Pag-IBIG Fund, ECC/State Insurance Fund, Retirement Benefits (RA 7641) in full and on time. Failure to do so will entitle CSUCC to suspend payment of any goods or services delivered by the CONTRACTOR until above mentioned benefits are settled.

The Contractor shall submit, along with the monthly billing statement, receipts, and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittance made in the previous month, and the latest payroll signed by janitors/janitress to CSUCC.

(Ex. April Billing statement: submitted on April 10; Requirement: [a] proof of payments of all required premiums in March, and [b] Signed payroll for the month of March)

22. The CONTRACTOR agrees to regularly present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as copy of its income and business tax returns duly stamped and received by BIR and duly validated with the tax payments made thereon.

23. Unless sooner terminated for any of the reasons herein stated, this Contract shall be for a period of twelve (12) months.

24. Any action that may arise from the Contract shall be instituted in the proper court in Butuan City, and by the signing and execution hereof, the parties hereby submit themselves to such exclusive venue.

MAXIMIANO M. AMAMIO  
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IN WITNESS WHEREOF, the parties hereto have signed this presence on this \_\_\_\_\_ day of February 2021 in Butuan City, Philippines.

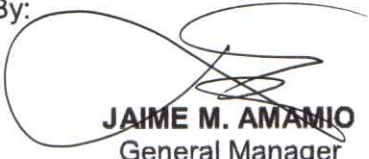
**CSU**

**UNITED FIELD SEA WATCHMEN AND CHECKERS AGENCY (UFSWCA)**

By:

  
**ANTHONY M. PENASO, Ph.D.**  
University President

By:

  
**JAIME M. AMAMIO**  
General Manager

SIGNED IN THE PRESENCE OF:

  
**MARILYN B. CASTILLO, Ed.D.**  
Chancellor

  
**MAXIMIANO M. AMAMIO**  
Admin/Operation Officer



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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BUTUAN .....)SS.
x-----.)

03 MAR 2021

Before Me, a Notary Public for and in Butuan City, this \_\_\_\_\_ day of \_\_\_\_\_ 2021 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO, Ph.D
Manila

Passport EC2046341, 9/5/16,

JAIME M. AMAMIO

CEI- 76498477 - Jan. 6/2021 - Butuan City

, who

\_\_\_\_\_ is/are personally known to me
\_\_\_\_\_ exhibited (a) competent evidence/s of identity/ies as stated above

and known to me to be the same person/s who executed the foregoing instruments which consist of two(2) pages including the pages on which the acknowledgments are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first above mentioned.

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SERIES OF 7014

ATTY. LEMUEL B. ALEGADO
NOTARY PUBLIC
ATTY'S ROLL 29333
IBP NO. 052595 1-2-2020
PTR NO. BC18707971 12-16-2019
EXPIRES DEC. 31, 2021