

**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENT:**

This Contract made and entered into by and between:

**CEBU NORMAL UNIVERSITY**, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 or otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its Officer-In-Charge, Office of the President, Dr. **FILOMENA T. DAYAGBIL**, and hereinafter referred to as the "**CNU**",

- 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, Santa of Street, San Antonio Village, Makati City, represented herein by its President, **REYNALDO M. CUEVAS** hereinafter referred to as the "**AGENCY**",

Collectively referred to as "**PARTIES**".

WITNESSETH: That

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

**WHEREAS**, CBII Philippines International Inc., with Certificate of Registration No. NCR-MPFO-78101-07221-014-R issued by Department of Labor and Employment-National Capital Region ("DOLE-NCR") Regional Office on July 13, 2021 pursuant to the DOLE Department Order No. 174, s. 2017, is an independent service provider with substantial capital, equipment, and expertise, primarily engaged in the business of providing skilled, clerical, technical, professional, and similar services such as, but not limited to, staff personnel, janitors, company drivers, maintenance technician, collectors and liaison staff and has offered to provide the same to its clients;

**WHEREAS**, the UNIVERSITY through its Bids and Awards Committee (BAC), conducted a public bidding for janitorial services for the year 2023 wherein the AGENCY's bid was found to be the lowest calculated 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 2023 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. SCOPE OF WORK.** The AGENCY shall ensure that all the specifications as provided in the Terms of Reference by CNU are met:

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

- |                    |                                 |
|--------------------|---------------------------------|
| a. CNU Main Campus | Thirty (30) Category A Janitors |
| b. Balamban        | Five (5) Category C Janitors    |
| c. Medellin        | Three (3) Category C Janitors   |

1.2 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.

1.3 All services shall be performed eight (8) hours daily to Monday to Saturday, depending on the department to which he/she may be assigned, and 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 services shall be in accordance with existing labor laws and standard. To guarantee continuous and uninterrupted service, relievers shall be ready to replace absentees; and AGENCY

*Handwritten signatures and initials on the left margin.*

guarantees the cleanliness of the areas involved especially during the eight (8) hour period in which the services is being rendered.

## 2. PERFORMANCE RESPONSIBILITIES

2.1 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);
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;
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 or its representative.

## 3. CONSIDERATION.

- 3.1. In consideration of the Services, the UNIVERSITY agrees to pay the AGENCY the billing rates as provided in the monthly statement of account within five (5) days after the submission of Statement of Account by the AGENCY. The rates quoted include government mandatory contribution and Administrative Service Fee of 10% plus 12% Value Added Tax (VAT). The rates, however, shall be increased in proportion to any mandated increase in the minimum wage, wage rates, wage related benefits, mandatory government premium contributions, tax rates.
- 3.2. In the event of increase in the minimum wage, the contract is deemed amended as to consideration by increasing the wage. The terms and conditions herein set

forth shall be deemed modified by the applicable provisions of any subsequent law or decree, specifically with reference to an increase in the minimum wage and the grant of statutory occupational benefits to the workers of the government (e.g. hazard pay).

3.3. 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 copy furnished Vice President for Administration and/or Finance Division:

- 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.

3.4. 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;

3.5. 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.

3.6. 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.

4. **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, in accordance with the rules set forth under RA 9184 or otherwise known as the Government Procurement Reform Act. 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. The said bond is callable on demand, and is 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. **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.

6. **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 may 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.

7. **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.

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 GSO after such monitoring. The GSO 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 the UNIVERSITY.

The UNIVERSITY in special cases, where warranted/exigent, to intervene in the supervision of the personnel assigned to CNU during their term of duty. However, the exercise of the UNIVERSITY of such authority shall neither be deemed nor interpreted as relinquishment of the power/responsibility of the winning bidder as employer of its personnel assigned to the UNIVERSITY, nor be construed as creating any employer-employee relationship between the UNIVERSITY and the said personnel of the AGENCY.

8. **CONFIDENTIALITY AND NON-DISCLOSURE.** The Parties agree to keep confidential information and will not use for its own purpose, or without the prior written consent of the other party, disclose to any third party any information relating to the details of this Contract unless such information is required by law to be disclosed or is in the public domain other than as a result of a breach of this Section. Both parties shall agree to abide by the Data Privacy Act of 2012.

These confidentiality provisions shall apply to all confidential information exchanged between both Parties, including any exchanges occurring during preliminary discussions and negotiations. The confidentiality obligation of the Parties shall survive the termination or expiry of this Contract.

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 equipment and the like, and violations of the provisions of this contract and the TOR) as determined by the UNIVERSITY through its GSO/Administration and as affirmed by the President of the CNU. The AGENCY shall, however, be given the opportunity to explain its side.

10. **OTHER CONDITIONS.**

- 10.1. **SEVERABILITY.** 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.

- 10.2. **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.

10.3. ENTIRETY - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference.

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

11. **CONTRACT DURATION.** The contract shall be for calendar year 20223 to commence from the date of execution thereof. It shall take effect from **February 2023 to December 31, 2023**. 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this FEB 15 2023 day of \_\_\_\_\_ 2023, Cebu City, Philippines.

**CEBU NORMAL UNIVERSITY**

**DR. FILOMENA T. DAYAGBIL**  
OIC, Office of the University President

RODIN M. PASPAS, RME, Ph.D.  
Professor

**CBII PHILIPPINES INTERNATIONAL, INC.**

**MR. REYNALDO M. CUEVAS**  
President

SIGNED IN THE PRESENCE OF:

**MYRNA Q. CAMPOSANO**  
Administrative Officer

**ACKNOWLEDGEMENT**

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

**FEB 15 2023**

BEFORE ME, a Notary Public and in for the above jurisdiction on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared

Gov't Issued ID

DR. FILOMENA T. DAYAGBIL  
MR. REYNALDO M. CUEVAS

Passport No. P9183992B Mar. 15, 2022

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 \_\_\_\_\_ 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. 284 ;  
Page No. 58 ;  
Book No. 05 ;  
Series of 2023.

**ATTY. WILMAR K. REQUINA**  
NOTARY PUBLIC

NOTARIAL COMMISSION NO. 010-22  
NOTARIAL COMMISSION UNTIL DECEMBER 2023  
PTR NO. 1093692 CY-22 CEBU CITY  
JEP NO. 191349 CY-22 CEBU CITY  
MCLE COMPLIANCE NO. VII-001437 VALID UNTIL 4-14-2025