

# CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

**CEBU NORMAL UNIVERSITY**, a higher education institution duly organized and existing under the laws of the Republic 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 President, **DR. LAURENCE L. GARCIA**., 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 2/F CBII Bldg., 8248 Camachile St., San Antonio Village, Makati City, represented herein by its President, **REYNALDO M. CUEVAS**, hereinafter referred to as the "**CBII**";

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

WHEREAS, CNU requires Janitorial Services for the CNU Main, Balamban, and Medellin Campuses;

WHEREAS, CBII, 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;

WHEREAS, CNU through its Bids and Awards Committee (BAC) conducted a public bidding for janitorial services for FY 2026 wherein CBII's bid was found to be the Single Calculated Responsive Bid and most advantageous to CNU;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein set forth, the PARTIES agree as follows:

## 1. Personnel Requirements

- G.S.*
- A. CBII shall deploy thirty-eight (38) Janitors composed of:
    - 30 Janitors for CNU Main Campus
    - 5 Janitors for Balamban Campus
    - 3 Janitors for Medellin Campus
  - B. Each Janitor must be physically fit, properly trained, and of good moral character.
  - C. All Janitors shall wear prescribed uniforms and identification cards while on duty.
  - D. Replacement Personnel must report within twenty-four (24) hours when necessary.
- HL*      *APM*      *JM*

E. Personnel must present valid medical and drug test results prior to deployment.

## 2. Scope of Work

CBII shall provide Janitorial Services including daily, weekly, monthly, and quarterly cleaning activities such as:

### 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. Cleaning of hallways, lobbies, and stairs, walls, including mopping and sweeping of floors and stairs, and dusting of railings;
4. Collection of solid wastes from every room and proper disposal of solid wastes into the collection container assigned to every building;
5. Watering and basic maintenance of ornamental plants and landscaped areas within the campus premises, including offices and other designated indoor and outdoor areas.

### B. Weekly Services

1. Cleaning of ceiling and corner walls;
2. Application of floor wax;
3. Floor polishing every time 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 the water closet using reagents.

### D. Quarterly Services

1. Cleaning of Venetian blinds;
2. Disinfecting of walls using Lysol;
3. Washing of glass windows using a high-pressure sprayer and ladder;
4. Cleaning of carpets and rugs using a 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
2. To render janitorial and sanitation services during official University activities, including those conducted outside the campus premises, upon instruction from the General Services Unit, with compensation for work beyond regular hours in accordance with applicable labor laws, rules, and regulations.

### 3. Consideration

- A. In consideration of the Services, CNU agrees to pay CBII the billing rates provided in the monthly statement of account within five (5) days after the submission of Statement of Account by CBII. The rates quoted include government mandatory contribution and Administrative Service Fee of 10% plus 12% Value Added Tax (VAT).
- B. The contract rate per Janitor per month as provided in the Price Schedule shall be as follows:
- Class A – Twenty-One Thousand Five Hundred Fifty-Four Pesos and Ninety-Three Centavos (Php 21,554.93)
  - Class B -Nineteen Thousand Nine Hundred Eighty-Six Pesos and Fifty-Six Centavos (Php 19,986.56)

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, and the likes.

- C. In the event of any increase of mandatory government premium contributions and tax rates, wage increase, additional allowance or benefit mandated by law, executive issuance, or wage order from the Department of Labor and Employment (DOLE) or the Regional Tripartite Wages and Productivity Board (RTWPB), CBII shall be entitled to the corresponding adjustment after a written notice by CBII to CNU.
- D. Personnel shall render eight (8) hours per day and six (6) days per week. CBII shall comply with all labor laws, including but not limited to payment of minimum wages, overtime pay, night differential, holiday pay, 13th month pay, and statutory contributions to SSS, PhilHealth, PAG-IBIG, and ECC. Payroll and attendance records shall be open to inspection by CNU and the Commission on Audit.

### 4. Biometric Attendance and Data Privacy

CBII shall provide biometric attendance machines for the three campuses at its own cost.

CNU shall act as the Data Controller while CBII shall act as Data Processor in accordance with the Data Privacy Act of 2012 (RA 10173). CBII shall ensure the protection of biometric data and shall use such data solely for attendance monitoring. All personal data shall be deleted upon written instruction from CNU.

## **5. Resident Administrator**

CBII shall assign a Resident Administrator or Liaison Officer at no additional cost to CNU to coordinate with the General Services Unit, supervise deployed personnel, and address operational concerns.

## **6. Submission of Statutory Remittance Proof**

CBII shall submit monthly proof of remittances to SSS, PhilHealth, PAG-IBIG, and BIR together with payroll summaries, time records, and sworn statements confirming payment of wages and benefits to deployed personnel.

## **7. Performance Security**

Prior to contract signing, CBII shall provide a Performance Security or Performance Securing Declaration in accordance with Republic Act No. 12009 and its Implementing Rules and Regulations.

## **8. Insurance and Indemnity**

CBII shall maintain comprehensive public liability insurance with a minimum coverage of ₱2,000,000 during the duration of the contract. CBII shall indemnify and hold CNU harmless from claims, liabilities, damages, or losses arising from the acts or omissions of its personnel.

## **9. Environmental and Safety Compliance**

CBII shall adopt eco-friendly practices whenever feasible and ensure compliance with Occupational Safety and Health Standards. Personnel shall wear proper protective equipment such as gloves, masks, and uniforms while performing duties.

## **10. Liquidated Damages**

Failure of CBII to perform obligations under this contract shall subject CBII to liquidated damages equivalent to one-tenth of one percent of the unperformed portion of the contract for every day of delay.

## **11. Force Majeure**

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including natural disasters, epidemics, fires, strikes, or government restrictions. The affected party must notify the other party in writing within seven (7) calendar days from the occurrence.

## **12. Contract Duration**

This contract shall be effective from April 1, 2026 to December 31, 2026 unless terminated earlier in accordance with the provisions of this agreement.



### 13. Termination

CNU may terminate this contract for cause such as gross negligence, repeated unsatisfactory performance, violation of labor laws, or breach of contract provisions. CNU may also terminate the contract for convenience with thirty (30) days written notice.

### 14. Wage Increase

In the event of any increase of mandatory government premium contributions and tax rates, wage increase, additional allowance or benefit mandated by law, executive issuance, or wage order from the Department of Labor and Employment (DOLE) or the Regional Tripartite Wages and Productivity Board (RTWPB), CBII shall be entitled to the corresponding adjustment after a written notice by CBII to CNU.

### 15. Extension Clause

To ensure continuity of service and avoid any interruption of the Janitorial Services during the pendency of the procurement process for Janitorial Services for year 2027, this Contract may be extended upon its expiration for up to three (3) months per extension, but not more than six (6) months, subject to the same terms and conditions, after CNU makes a written notice of extension to continue the Contract, without the need for further approval from the Board of Regents of CNU.

### 16. Renewal of Service

In the event that CBII attains an Excellent or Very Satisfactory performance rating based on the evaluation criteria, CNU may renew the Janitorial Services Contract, subject to Republic Act No. 12009, its Implementing Rules and Regulations, and other Procurement Laws, Rules, and Regulations.

For the detailed evaluation criteria, reference shall be made to the approved Terms of Reference (TOR).

### 17. Dispute Resolution

Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

### 18. Documents incorporated

- The Price Schedule, Terms of Reference, and all other Documents related to this Procurement are hereby incorporated and shall form part of this Contract.

### 19. Severability

If any provision of this Contract is held void or unenforceable, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 30 MAR 2026, at MAKATI CITY.

CEBU NORMAL UNIVERSITY

CBII PHILIPPINES INTERNATIONAL, INC.

**DR. LAURENCE L. GARCIA**  
University President

**REYNALDO M. CUEVAS**  
President

Signed in the presence of:

**ENGR. CHRISTIAN ALVIN R. ARQUILOS**  
Administrative Officer

**MYRNA Q. CAMPOSANO**  
Administrative Officer

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY) S.S.

BEFORE ME, a Notary Public for and in MAKATI CITY, this 30 MAR 2026, personally appeared:

DR. LAURENCE L. GARCIA, I.D. No. \_\_\_\_\_

REYNALDO M. CUEVAS, I.D. No. P9183992B


Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument, a Contract Agreement, consists of \_\_\_\_\_ pages, including this acknowledgment page, signed by the Parties and their Witnesses.

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

NOTARY PUBLIC

Doc. No. 73;  
Page No. 16;  
Book No. 42;  
Series of 2026.

  
**ATTY. RAYMOND A. RAMOS**  
COMMISSION NO. M-229  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2026  
2364 ANGONO STREET  
BARANGAY POBLACION 1210, MAKATI CITY  
SC Roll No. 62179/04-26-2013  
IBP NO. 536461/01-05-2026/Pasig City  
PTR NO. MKT 10764120/01-05-2026/Makati City  
MCLE Compliance No. VIII-0012898/04-14-2028