

CONTRACT NO. ISATU-2022-06-07

PROVISION OF GENERAL SERVICES AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is made and entered into this 01 day of JUL 2022
20 in the City of , Philippines by and amongst:

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)**, La Paz, Iloilo City Campus, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, hereinafter referred to as the "**ISAT U**" represented herein by **DR. RAUL F. MUYONG**, in his capacity as **SUC PRESIDENT III**.

-and-

TEKTON- ENTRE WORKERS COOPERATIVE ILOILO, a non-stock/non-profit engaged in Sanitation maintenance and janitorial services contractor, duly organized and existing under the laws of the Republic of the Philippines, with office address at D2 Sunio Bldg., Hilado Street, San Vicente Subd., Poblacion, Leganes, Iloilo, Philippines, represented herein by its **Manager**, **MR. VICTOR P. SUNIO** herein referred to as "**SERVICE AGENCY**",

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

WITNESSETH:

WHEREAS, the **ISAT U** desires to engage the **SERVICE AGENCY** to provide for the sanitation, cleaning and other janitorial works for its buildings and its surrounding premises;

WHEREAS, the **ISAT U** had issued a contract with **TEKTON- ENTRE WORKERS COOPERATIVE ILOILO** as a winning bidder for general services and maintenance for the period of **ONE (1) YEAR** for a total contract price of **TWO MILLION EIGHT HUNDRED ONE THOUSAND TWO HUNDRED ELEVEN PESOS AND 72/100 (Php 2,801,211.72)**

WHEREAS, the **SERVICE AGENCY** is willing to undertake and comply with the requirements desired by the **ISAT U** in accordance with the terms and conditions herein set forth as well as to implement its commitments offered to the **ISAT U**;

ARTICLE I
(Contract Documents)

The following documents shall constitute integral parts of this Contract, as full to all intents and purposes, as if the contents thereof are incorporated and set forth herein.

- (1) Annual Procurement Plan
- (2) Purchase Request No. PB. 2022-03-01
- (3) Project Procurement Management Plan
- (4) Pre-Procurement Conference
- (5) Invitation to Bid
- (6) PhilGEPS Posting, Cert. of Posting
- (7) Letter of Intent
- (8) Letter to Observers
- (9) Minutes, Pre-bid Conference
- (10) Bid Bulletin No.
- (11) Bidders Eligibility and Technical Documents
- (12) BAC Checklist of Edibility and Technical Documents
- (13) Bid Security
- (14) Bidders Financial Documents
- (15) Minutes of Bid Opening
- (16) Abstract of Bids as Read
- (17) Bid Evaluation Per Bidder
- (18) Summary of Bid Evaluation
- (19) Abstract of Bids as Calculated
- (20) Notice of Bid Evaluation
- (21) Notice to Conduct Post-Qualification
- (22) Post Qualification Documents
- (23) Post Qualification Evaluation Report
- (24) Notice of Post-Qualification
- (25) BAC Resolution to Award No. 377 as LCRB
- (26) Notice of Award
- (27) Performance Bond
- (28) Contract No. **ISAT-U-2022-06-07**

ARTICLE II
(Areas of Work, Bill of Quantities and Scope of Work)

The services to be provided by the **SERVICE AGENCY** to the **ISAT U** shall consist of the following and shall be in strict conformance to the janitorial maintenance and utility services specifications indicated below:

Agency Representative

Agency Representative

VICTOR P. SUJIO
Manager

RAUL F. MUYONG, Ed. D.
SUC President III

GABRIEL M. SALISTRE, JR., D.I.T.
VP, Administration and Finance

ENGR. ALBERT Z. JANAPON
Director, PDAS

AREAS OF SERVICE

The seventeen (17) personnel shall cover the whole area of Iloilo City Campus, including but not limited to the following premises: TLE Center, Supply Office Bldg., Machine Shop (Sarmiento Bldg), Tabiana - Montinola Bldg., Administration Bldg., Teachers Education Bldg., Annex, TEB Bldg. (Graciano), Grand Stand, N-Building, Tennis Court, L-Bldg., Library Building, Hometel Bldg., HRT Bldg., HRT Bldg., Mini Forest, TEB (Mendoza Bldg.), Multi- Purpose Covered Gym, Basketball Court, Bridge Ground & 2nd Flr. Lobbies, TVEP Bldg., that include their lobbies, corridors, stairways, premises, grounds, floors, inside and outside walls and partitions, ceilings, comfort rooms, and washrooms, conference rooms, lightings, and other fixture/equipment, blinds, sitting areas and study areas, covered walkways, concrete pavements, roads, etc. It includes the disinfecting of floors, railings, door handles or knob of the different offices of the aforementioned buildings.

It also includes the upkeep of the university's garden and landscaped areas in the old and new sites. They shall perform other task assigned by the university.

SCOPE OF WORK

The **SERVICE AGENCY** shall render and perform janitorial, cleaning, and sanitation and maintenance services for areas indicated which shall consist of the following minimum operations and activities:

A. DAILY ROUTINE OPERATIONS:

1. Sweeping, mopping, spot scrubbing and polishing of all floors of the aforesaid building occupied. In areas where heavy traffic occurs, and as defines, i.e. lobby, entrance ways, waiting areas, comfort rooms, it shall be serviced continuously during office hours to guarantee cleanliness;
2. Cleaning and sanitizing all toilets and wash rooms, which shall include the use of special sanitizing and disinfecting agents, in wash basins and toilet bowls;
3. Dusting and cleaning of horizontal and vertical surfaces including all furniture and fixtures;
4. Dusting and cleaning of all glass tops, inside and outside windows and doors, window edges, air vents and partitions, furniture and fixtures which require daily attention, excluding those fixtures requiring specialized maintenance;
5. Cleaning and deodorizing of ash trays and trash receptacles

Agency Representative

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VICTOR P. SUNIO
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ENGR. ALBERT Z. JANAPON
Director, PDAS

C. MONTHLY PROJECTED OPERATIONS

1. Thorough general cleaning of all areas occupied;
2. Light fixtures covered by globe diffusers, and other light fixtures as may be defined; shall be removed, washed and placed at least once every three (3) months or more often as required;
3. Thorough general cleaning, sanitizing and disinfecting of all washrooms, urinals and toilets;
4. Vacuuming and/or shampooing of carpeted offices found thereat; and
5. For gardens and landscaped areas, pruning of plants, replanting (if necessary) and landscaping of identified areas.

ARTICLE III (Personnel Requirements)


For the performance of the foregoing maintenance and sanitation job, the **SERVICE AGENCY** shall furnish the services of healthy, reliable, professionally trained and carefully selected personnel who have necessary and adequate Medical, NBI and Police Clearance, to work eight (8) hours a day, six (6) days a week basis. However, for the maintenance, sanitation and other janitorial works for its buildings and surrounding premises, the ISAT U may at anytime, request for the relief and/ or replacement of the janitor within twenty four (24) hours.

The **SERVICE AGENCY** shall provide to the **ISAT U** seventeen (17) personnel, nine (9) male and eight (8) female that will render service from 8:00 a.m.- 5:00 p.m., and six (6) days a week; Monday to Saturday;. The personnel may be asked to render extra hours as may advised to do so. The **ISAT U** may change the working time schedule for some personnel as required necessary.


The **SERVICE AGENCY** personnel shall be provided with appropriate uniforms and identification cards at the expense of the **SERVICE AGENCY**, which shall be worn by the janitors at all times for proper identifications (no slippers allowed during their tour of duty).

The **SERVICE AGENCY** shall provide reliever and/ or replacement at all times in case of absence of its personnel and during exigency of the service.

The **SERVICE AGENCY's** personnel shall personally punch-in and out his own daily time card to enter his/her true and correct time entries on a logbook of the daily attendance of such personnel which shall be kept and maintained by the Head of the Administrative and Maintenance Service Division of the **ISAT U**. The absences and under time to be incurred by the personnel shall be deducted from the monthly payment of services rendered pursuant to the provisions of this Contract directly in proportion to the agreed Contract rate.


Agency Representative



Agency Representative

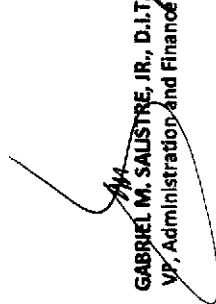

VICTOR P. SUNICO
Manager

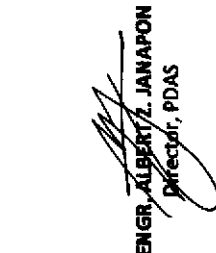
6. Disposal of trash, rubbish, and garbage from the confines of the buildings or offices; and
7. Sweeping of cobwebs on walls and ceilings where necessary.
8. Disinfecting of cobwebs on walls and ceiling where necessary.
9. For gardens and landscaped areas:
 - a. removal of weeds
 - b. watering of plants
 - c. pruning of plants
 - d. re-planting (if necessary)
 - e. landscaping of identified areas; and
 - f. other necessary works for the improvement and upkeep of the gardens and landscaped areas.
10. Hauling and disposal of collected garbage to the city collection point assigned for the University.
11. Disposal of green wastes/biological wastes such as leaves, grasses, clippings from the pruning and cutting of plants and shrubs, domestic and kitchen waste to the assigned composting pit.
12. Other tasks and assistance that may be assigned by the university thru the office of Planning Development and Auxiliary Services.

B. WEEKLY PERIODIC OPERATIONS

1. Washing, scrubbing, waxing and polishing of all floors and stairways;
2. Washing of inside glass windows and doors;
3. Dusting of suspended lighting fixtures;
4. Cleaning and polishing of office furniture and fixtures, counters, etc, excluding items of equipment that require specialized maintenance.
Further, davenport and chairs showing signs of soil due to any cause will be washed and cleaned.
5. Disinfecting of floors, railings, door handle or knobs of offices of the aforementioned building occupied.
6. For gardens and landscaped areas, watering of plants, weeding and general maintenance of the area.
7. Cleaning and clearing of vegetation on the open areas as directed by the University.
8. Cleaning and clearing of the rear side of the building ground premises as directed by the university


RAUL F. MUYONG, Ed.D.
SUC President III


GABRIEL M. SALUSTRE, JR., D.I.T.
VP, Administration and Finance


ENGR. ALBERT Z. JANAPON
Director, PDAS

It is also agreed that the personnel of the **SERVICE AGENCY** be subjected to on the spot search by the **ISAT U** security guard on duty every time service personnel enter and leave the premises.

ARTICLE IV
(Supplies, Equipment and Materials)

The **SERVICE AGENCY** shall provide cleaning, sanitation, and janitorial services and maintenance and the corresponding supplies and materials to the **ISAT U** in the conduct of various janitorial related activities.

The **SERVICE AGENCY** shall deposit cleaning materials at the Supply Office and its personnel shall fill up standard forms every time they make a request for release for monitoring purposes.

The **ISAT U** reserves the right to require the replacement of any janitor/janitress whose behaviour/conduct and performance is not satisfactory to the **ISAT U**.

ARTICLE V
(Liabilities)

The **SERVICE AGENCY** shall be liable for all losses and/ or damages to **ISAT U**'s properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/ or such other faults of its personnel in the performance of janitorial service. It is expressly understood, however, that the **SERVICE AGENCY** shall not be liable for losses and/ or damages incurred by the **ISAT U** due to fortuitous events except when the **SERVICE AGENCY**'s employees commit acts inimical to the **ISAT U**.

The **SERVICE AGENCY** shall not be liable for loss and/ or damage not reported to it orally or in writing within three (3) working days from the time the same reached the **ISAT U** knowledge.

ARTICLE VI
(Wages and Other Emoluments)

It is expressly understood and agreed that the persons to be assigned by the **SERVICE AGENCY** to perform the services called under this Contract shall remain to be the employees of the **SERVICE AGENCY**: As such, the **SERVICE AGENCY** warrants that it shall fully and faithfully comply with all laws, rules and regulations, the observance of labor standard provisions under the Labor Code, as amended, and

Agency Representative

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Manager

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the Social Security Act, including minimum wage, 13th month pay, service incentive leaves, SSS/Medicare/ PhilHEALTH/ECC/Pag-IBIG Premium contributions and other such mandatory benefits Should there be any law passed increasing the minimum wage of requiring additional compensation in any form, the agreed consideration shall be equitably adjusted without further negotiation".

For this purpose, the **SERVICE AGENCY** shall submit every month, upon presentation of the bill, a sworn certification and/ or monthly payroll as proof of compliance that the employees assigned to the **ISAT U** have received or have been receiving their wages and other emoluments.

At any time before initial payment shall be made to the **SERVICE AGENCY**, the **SERVICE AGENCY** shall submit to the Office of the University President the name of the person to perform the job together with a copy of its latest picture for the reference of the personnel. It is understood that the initial payment as well as subsequent payments to be made for the service of the **SERVICE AGENCY** under this Contract shall be contained in the Bill of Collection accompanied by the following documents:

- a. Evidence of actual rendition of service attaching herewith, daily time records of its personnel in accordance with provisions of miscellaneous services.
- b. Payroll of the latest pay day in case of subsequent payments under this Contract.

ARTICLE VII (PERFORMANCE BOND)

To ensure the faithful performance of this Contract, the **SERVICE AGENCY**, upon execution of this Contract shall post a Performance Bond callable on demand, drawn in favor of the **ISAT U**, in any of the following forms:

Form of Performance Security	Amount of Bid Security Equal to Percentage of the total Contract Price
Cash; cashier's /manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank	Five percent (5%)

RAUL F. MUYONG, Ed. D.
SUC President III

GABRIEL M. SALISBRE, JR., D.I.T.
XP, Administration and Finance

ENGR. ALBERT Z. JANAPON
Director, PDAS

Agency Representative

Agency Representative

VICTOR P. JUNIO
Manager

Irrevocable letter of credit issued by a Universal or Commercial; provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign Bank	Five percent (5%)
Surety Bond callable upon demand issued by a surety or insurance company duly certified to percentage of by the Insurance Commission as authorized to issue such security;	Thirty percent (30%)
Any combination of the foregoing	Proportionate to share of form with total respect to total amount of security.

ARTICLE VIII
(Other Covenants)

In case of any violations, stipulations and covenants of this Contract by the **SERVICE AGENCY**, the **ISAT U** shall automatically rescind/ and or terminate the same without notice to the **SERVICE AGENCY**, and the **ISAT U** shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be granted to it in courts of law, and right unilaterally award or negotiated said services under another **SERVICE AGENCY**.

The **SERVICE AGENCY** shall immediately inform the **ISAT U** on any adjustments particularly those pertaining to the wages for Janitorial services.

The **ISAT U**, upon receipt of such notices will convene its EXECOM and will decide on the merits of such adjustment and may opt to adopt such adjustment if it is well within the **ISAT U**'s budget specified for the provision for Janitorial Services.

This **CONTRACT** is good for twelve (12) months and shall take effect on JUL 15 2022, 2022 and will end on JUL 15 2023, 2023. It is hereby understood that no hold-over or extension shall be allowed unless expressly agreed upon in writing by the **ISAT U** and communicated to the **SERVICE AGENCY** herein at least sixty (60) days before the expiration of the Contract, provided that, in case an emergency situation arises within sixty (60) days period prior to the expiration date, a short period to notify any or both of the **SERVICE AGENCY** about any such hold-over or extension, shall be done by the **ISAT U**.


The **ISAT U**, upon proper notice to the **SERVICE AGENCY**, can terminate this Contract if found to be grossly disadvantageous to the government.

The **SERVICE AGENCY** shall exclusively pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this contract.

IN WITNESS WHEREOF, the parties hereto affixed their signature through their authorized representative in the City of Iloilo, Philippines, this ____ day of JUL 04 2022, 2022.

**ILOILO SCIENCE AND TECHNOLOGY
UNIVERSITY (ISAT U)**

By:


RAUL F. MUYONG Ed.D.
SUC President III

**TEKTON- ENTRE WORKERS
COOPERATIVE ILOILO**


By:


VICTOR P. SUNIO
Manager

Signed in the presence of:


GABRIEL M. SALISTRE, JR., D.I.T.
VP, Administration and Finance


ENGR. ALBERT Z. JANAPON
Director, PDAS


MARICEL D. USATAYOLA
(In behalf of the Agency)


MARICEL D. USATAYOLA
(In behalf of the Agency)

REPUBLIC OF THE PHILIPPINES:

CITY OF ILOILO

: S.S

X ----- X

ACKNOWLEDGMENT

29 JUN 2022

Before me, a Notary Public, in the City of Iloilo, this ____ day of _____, 202__ personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

NAME

GOVERNMENT
ISSUED/VALID ID No.

DATE/PLACE
ISSUED

DR. RAUL F. MUYONG

SUC President III

School ID: 15-011

Iloilo City

VICTOR P. SUNIO

Manager

PRC NO. 116691

Iloilo City

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free, voluntary act and deed as well as the voluntary act of the institution / agencies they represent.

The instrument consists of ten (10) pages including this page wherein this acknowledgement is written and duly signed by the parties and their witnesses on each and every page hereof.

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

Doc No.
Page No.
Book No.
Series of

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2022


ATTY. LUZERMINDO A. CALMORA
Notary Public

ROLL NO. 29517 5-75-79

PTR NO. 7692099 01-03-22

IBP NO. 001801 01-03-22

TIN NO. 126-157-766

DATE OF COMMISSION 01/2022 TO 12/2022
CITY AND PROVINCE OF ILOILO