

CONTRACT NO. ISATU-2022-01-02

PROVISION OF GENERAL SERVICES AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is made and entered into this 20 day MAR 01 2022,
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-

PACIFIC SUN MANPOWER SOLUTIONS, a single proprietorship 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 #10 Commission Civil St., corner Jalandoni Sts., Jaro, Iloilo City, Philippines, represented herein by its owner **MS. ROSARIO MEDIATRIX P. FERNANDEZ**, herein referred to as "**SERVICE AGENCY**"

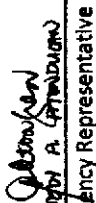
Collectively referred to as the "**PARTIES**".

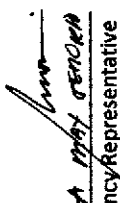
WITNESSETH:

WHEREAS, the **UNIVERSITY** 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 **UNIVERSITY** had issued a contract with **PACIFIC SUN MANPOWER SOLUTIONS** 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 FIFTY TWO THOUSAND TWO HUNDRED EIGHTY ONE PESOS AND 08/100 (Php 2,818,918.00)**

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

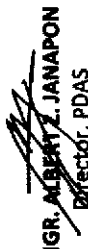

NIBODY A. TRINIDAD
Agency Representative


AIDA MAY GENERA
Agency Representative


ROSARIO MEDIATRIX P. FERNANDEZ
Agency President


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


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


ENGR. ALBERT Z. JANAPON
Director, PDAS

**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. 2022-01-01
- (3) Project Procurement Management Plan
- (4) Invitation to Bid
- (5) PhilIGEPS Posting, Cert. of Posting
- (6) Letter of Intent
- (7) Minutes, Pre-bid Conference
- (8) Bidders Eligibility and Technical Documents
- (9) BAC Checklist of Edibility and Technical Documents
- (10) Bid Security
- (11) Bidders Financial Documents
- (12) Minutes of Bid Opening
- (13) Abstract of Bids as Read
- (14) Summary of Bid Evaluation
- (15) Abstract of Bids as Calculated
- (16) Notice of Bid Evaluation
- (17) Notice to Conduct Post-Qualification
- (18) Post Qualification Documents
- (19) Post Qualification Evaluation Report
- (20) Notice of Post-Qualification
- (21) BAC Resolution to Award No. 04 as SCRB
- (22) Notice of Award
- (23) Performance Bond
- (24) Contract No. ISAT-U-2022-01-02

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

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

AREAS OF SERVICE

For the fifteen (15) personnel the areas of coverage are the Timoteo Consing Bldg. and premises, TEB Annex Bldg. and premises, TLE Bldg. and Premises, University Library and premises, Drilon Bldg. and premises and Student Services Bldg. and premises, grounds, floors, inside and outside walls and partitions, ceilings, comfort rooms, and washrooms, conference rooms, lightings, and other fixture/equipment, blinds, covered walk, concrete pavements, etc. It includes the disinfecting of floors,

[Signature]
Agency Representative

[Signature]
Agency Representative

[Signature]
ROSARIO M. DELA CRUZ P. FERNANDEZ
Agency President

[Signature]
RAOUL F. MUYONG, Ed. D.
SUC President III

[Signature]
GABRIEL M. CALISTRE, JR., D.I.T.
VP, Administration and Finance

[Signature]
ENGR. ALBERTO JANAPON
Director, PDAS

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:

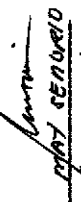
A. DAILY ROUTINE OPERATIONS:

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
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.

B. WEEKLY PERIODIC OPERATIONS

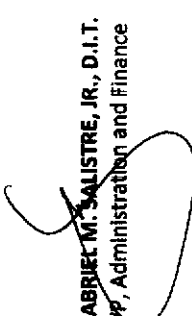
1. Washing, scrubbing, waxing and polishing of all floors and
stairways;
2. Washing of inside glass windows and doors;


NIBOY A. REMOLONA
Agency Representative


AIZA MAY CENOVER
Agency Representative


ROSARIO M. MENDOZA
Agency President


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


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


ENGR. ALBERT L. TANAPON
Director, PDAS

John Law
JOHN A. PRINZOWAN
Agency Representative

Laura
LAURA MARY SERRANO
Agency Representative

Rosario
ROSARIO SERRANO P. FERNANDEZ
Agency President

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

Gabriel M. Galistre, Jr.
GABRIEL M. GALISTRE, JR., D.I.T.
VP, Administration and Finance

Engelbert Z. Janapon
ENGELBERT Z. JANAPON
Director, PDAS

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.

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, FBI 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 **UNIVERSITY** 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 **UNIVERSITY** fifteen (15) personnel, nine (9) male and six (6) female that will render service from 7:00 a.m.-5:00 p.m. Duty schedule may be changed upon approval of the University.

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 **UNIVERSITY**. 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.

It is also agreed that the personnel of the **SERVICE AGENCY** be subjected to on the spot search by the **UNIVERSITY** 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 **UNIVERSITY** 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 **UNIVERSITY** reserves the right to require the replacement of any janitor/janitress whose Behaviour/conduct and performance is not satisfactory to the **UNIVERSITY**.

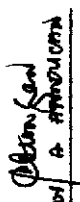
**ARTICLE V
(Liabilities)**

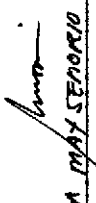
The **SERVICE AGENCY** shall be liable for all losses and/ or damages to **UNIVERSITY'S** properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/ or such other faults of its personnel in the performance of janitorial service. It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

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 **UNIVERSITY** knowledge.

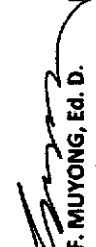
**ARTICLE VI
(Wages and Other Emoluments)**

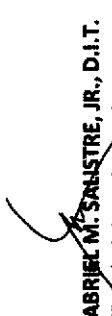
It is expressly understood and agreed that the persons to be assigned by the **SERVICE AGENCY** to perform the services called under this Contract shall remain to be the employees of the **SERVICE AGENCY**: As such, the **SERVICE AGENCY**


NIBERTO A. ARROYO
Agency Representative


AIDA MAY SENORO
Agency Representative


ROSARIO MEDEL
Agency President


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


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


ENGR. ALBERT Z. JANAPON
Director, PDAS

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 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 **UNIVERSITY** 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:

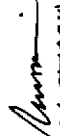
- a. Evidence of actual rendition of service attaching herewith, daily time records of its personnel in accordance with provisions of miscellaneous services.
- b. Payroll of the latest pay day in case of subsequent payments under this Contract.

**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 **UNIVERSITY**, in any of the following forms:

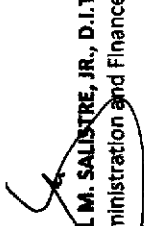
Form of Performance Security	Amount of Bid Security Equal to Percentage of the total Contract Price
Cash; cashier's /manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank	Five percent (5%)


 NERY A. PINEDA
 Agency Representative


 AZA MAY ESPINO
 Agency Representative


 ROSARIO MEDINA P. FERNANDEZ
 Agency President


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


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


 ENGR. ALBERT Z. JANAPON
 Director, PDAS

William S. ...
 William S. ...
 Agency Representative

Alta ...
 Alta ...
 Agency Representative

Rosario ...
 ROSARIO ...
 Agency President

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

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

Engr. Albert Z. Janapon
 ENGR. ALBERT Z. JANAPON
 Director, PDAS

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 **UNIVERSITY** shall automatically rescind/ and or terminate the same without notice to the **SERVICE AGENCY**, and the **UNIVERSITY** 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 **UNIVERSITY** on any adjustments particularly those pertaining to the wages for Janitorial services.

The **UNIVERSITY**, 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 **UNIVERSITY**'s budget specified for the provision for Janitorial Services.

This CONTRACT is good for twelve (12) months and shall take effect on MAR 01 2022, 2022 and will end on FEB 28 2023, 2023. It is hereby understood that no hold-over or extension shall be allowed unless expressly agreed upon in writing by the **UNIVERSITY** 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 AGENCY about any such hold-over or extension, shall be done by the **UNIVERSITY**.

The **UNIVERSITY**, 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 _____, 2022.

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

By:


RAUL F. MUYONG Ed. D.
SUC President III

**PACIFIC SUN MANPOWER
SOLUTIONS**


By:

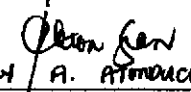

ROSARIO MEDIATED P. FERNANDEZ
Manager

Signed in the presence of:


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


ENGR. ALBERT Z. JANAPON
Director, PDAS


ARLA M. MEDIANO
(In behalf of the Agency)


NIVEA A. ATANODACAN
(In behalf of the Agency)

[Signature]
A. FERNANDEZ
Agency Representative

REPUBLIC OF THE PHILIPPINES:
CITY OF ILOILO : S.S
X-----X

ACKNOWLEDGMENT

FEB 22 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:

[Signature]
A. FERNANDEZ
Agency Representative

NAME	GOVERNMENT ISSUED/VALID ID No.	DATE/PLACE ISSUED
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DR. RAUL F. MUYONG SUC President III	School ID: 15-011	Iloilo City
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ROSARIO MEDIATRIX P. FERNANDEZ Manager	TIN <u>196-220-671-000</u>	<u>Zamora, Iloilo</u>
--	----------------------------	-----------------------

[Signature]
ROSARIO MEDIATRIX P. FERNANDEZ
Agency President

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 nine (9) pages including this page wherein this acknowledgement is written and duly signed by the parties and their witnesses on each and every page hereof.

[Signature]
RAUL F. MUYONG, Ed. D.
SUC President III

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

DENNIS D. JUANON
NOTARY PUBLIC
Notary Public

UNTIL JUNE 30, 2022 PER SEC. 17, RA 9003
IN B.M. NO. 3795 DATED DECEMBER 7, 2020
NOTARIAL COMMISSION NO. 1114
2nd FLR, A.P. LOPEZ BLDG. EAST SIDE, ILOILO CITY-6000
IBP NO. 167887 / 11-25-2021 / ILOILO CITY
PTR NO. 7660603 / 01-03-2022 / ILOILO CITY
CALL NO. 26173 - MCLEE NO. VI-0036291

Doc No.	<u>309</u>	:
Page No.	<u>63</u>	:
Book No.	<u>111</u>	:
Series of	<u>2022</u>	:

[Signature]
GABRIEL M. BALISTRE, JR., D.I.T.
VP, Administration and Finance

[Signature]
ENGR. ALBERT Z. JANAPON
Director, PDAS