

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this FEB 06 2025, by and between:

THE ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U), La Paz, Iloilo City Campus, a state university created by virtue of Republic Act No. 10595, located at Burgos Street, La Paz, Iloilo City, herein represented by its SUC President III, **DR. GABRIEL M. SALISTRE, JR.**, hereinafter referred to as the **"ISAT U"**;
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 at D2 Sunio Bldg., Hilado St., San Vicente Subd., Poblacion, Leganes, Iloilo, Philippines, herein represented by its Manager, **MR. VICTOR P. SUNIO**, hereinafter referred to as the **"SERVICE AGENCY"**;

WHEREAS, the **ISAT U** is desirous that the **SERVICE AGENCY** execute the **PROVISION OF JANITORIAL SERVICES FOR FY 2025— EPA** with Project Reference No. ISAT U GOODS-2025-01-010 (hereinafter called "the Services") and the ISAT U has accepted the Bid of **TWO MILLION EIGHTY-FIVE THOUSAND AND FORTY-EIGHT CENTAVOS ONLY (PHP 2,085,000.48)** by the **SERVICE AGENCY** for the execution and completion of such services and the remedying of any defects therein.

WHEREAS, in BAC Resolution No. 001s. 2025 dated January 02, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SERVICE AGENCY**;

WHEREAS, on January 13, 2025, the University President signed the Notice of Award;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I
(Included in the Agreement)

In accordance with RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- i. *Philippine Bidding Documents (PBDs)*
 - i. *Schedule of Requirements*
 - ii. *Technical Specifications*
 - iii. *General and Special Conditions of the Contract*
 - iv. *Supplemental or Bid Bulletins, if any*
- ii. *Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/statements submitted;*
- iii. *Performance Security;*
- iv. *Notice of Award of Contract;*
- v. *Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. **Winning bidder agrees***

that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract; and

vi. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Terms of Reference)

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:

Project: Provision of Nine (9) Personnel and Supplies for Janitorial Maintenance and Utility Services for New Site, Iloilo City Campus

Total Manpower Requirement: 9 Personnel
Working Hours: 8 Hours per day; 6 Days per Week
Contract Duration: March 1, 2025 - Feb 28, 2026 (12 Months)

I. AREAS OF SERVICES

The Nine (9) personnel shall cover the whole area of New Site Campus, including but not limited to the following building premises: Roads & walkways; Landscape & Gardens; Overpass Bridge, its stairs and landings on both ends; Alumni Bldg. and Alumni Park; CEA/ICT Bldg.; Science Bldg.; Drilon Bldg.; Students Services Bldg. and its interconnecting bridge; UNEVOC Park; Research Bldg.; GAD Bldg.; Cultural Heritage & Educational Research Bldg.; Mechanical & Power House Bldg.; Guard House and its adjacent open spaces. These include their Classrooms, lobbies, corridors, stairways, premises, grounds (including open spaces), 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 also includes the disinfecting of floors, railings, door handles or knobs of the different offices of the aforementioned buildings.

It also includes the upkeep of university's garden and landscaped areas on the New Site Campus. They shall perform other task assigned to them by the university.

DETAILED COST ESTIMATE

DESCRIPTION	AMOUNT
Number of Days per year (DOLE)	313
Rate per day (8 hours)	513.00
Rate per Annum	160,569.00
Ave. Monthly Rate (R. per Annum/12)	13,380.75
Average Number of Working Days per Month	26.08
A. DIRECT LABOR COST	
1. Basic Salary	13,380.75
2. 13th Month Pay	1,115.06
3. 5 days incentive leave	213.75
TOTAL DIRECT LABOR COST	14,709.56
B. OTHER LABOR COST (Indirect)	
1. SSS EMPLOYER'S Contribution	1,350.00
2. PHIC Employer's Contribution	334.52
3. ECC Contribution to Employee	10.00
4. PAG-IBIG Fund Contribution	200.00
Sub-Total	1,894.52
C. TOTAL LABOR COST (Direct and Indirect) (A+B)	
	16,604.08
D. SUPPLIES AND MATERIALS PER MONTH PER PERSONNEL (VAT EXCLUSIVE)	946.43
E. ADMINISTRATIVE COST	1,755.05
F. GROSS CONTRACT PRICE (C+D+E)	19,305.56
G. VALUE ADDED TAX (Exempted)	-
H. TOTAL CONTRACT PER PERSONNEL PER MONTH	19,305.56
I. NO. OF PERSONNEL	9
J. NO. OF MONTHS	12
K. TOTAL BUDGET FOR ONE (1) YEAR (H*I*J)	2,085,000.48
TOTAL BID PRICE	Php2,085,000.48

II. SCOPE OF WORK

The personnel 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 it 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, urinals and toilet bowls;
3. Dusting and cleaning of horizontal and vertical surfaces including all furniture and fixtures;


 MARYGLOR BAYOLA
 Authorized Representative


 VICTOR P. SUNIO
 Manager


 GABRIEL M. SALUSTRE, JR., PEE, DIT
 SUC President III


 RUSS ALLEN B. NAPUD, DIT
 VP for Administration and Finance


 SAMMY A. DAITAO, PHD., TM
 Director, PDAS

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/washing and deodorizing of trash receptacles;
6. Disposal of trash, rubbish, and garbage from the confines of the buildings or offices;
7. Sweeping of cobwebs on walls and ceilings where necessary.
8. Disinfecting of door handle or knobs of offices of the aforementioned building occupied.
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 University collection point and holding room adjacent to Guiang Building at main campus.
11. Disposal of green wastes/biological wastes such as leaves, grasses, clippings from pruning and cutting of plants and shrubs, domestic and kitchen waste to the assigned composting pit.
12. Segregation of Plastics (non-biodegradable wastes) and recyclable wastes prior to disposal on the garbage holding room.
13. Other tasks and assistance that may be assigned by the University through the Office of Planning Development and Auxiliary Services (PDAS).

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 such as 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.

C. MONTHLY PROJECTED OPERATIONS

1. Thorough general cleaning of all areas occupied;
2. Light fixtures covered by glass or plastic diffusers, and other light fixtures as may be defined; shall have 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.
5. For gardens and landscaped areas, pruning of plants, replanting (if necessary) and landscaping of identified areas.

D. DAILY WORK TIME SCHEDULE

The personnel shall render services, perform and carry out their duties and responsibilities for a regular period of 8:00 A.M. to 5:00 P.M., and six (6) days a week; Monday to Saturday. The time may vary according to the University requirements and some personnel should attend to the needs as early as 6:30 A.M. during the face-to-face classes and school days. The personnel may be asked to render extra hours as may advised to do so upon the approval of office. The University may change the working time schedule for some personnel as required necessary.

III. MINIMUM EQUIPMENT AND SUPPLIES REQUIREMENT:

The contractor of janitorial services shall supply and deliver the tools, equipment and cleaning supplies requirement but not limited to the following:

A. MATERIALS

1. Toilet Bowl and Urinal Cleaning Agents, 1000ml (1 liter)
2. Air Freshener, 320 ml
3. Glass Cleaners, 500ml
4. Floor/wall tiles cleaner (or Green Technology Agents), 1000ml (1 liter)
5. Biodegradable Plastic Trash Bags (XXXL Sizes), 100pcs/pack
6. Liquid Detergents, 1000ml (1liter)
7. Liquid Bleaching Agents, 1 gallon (3.785 liter)
8. Toilet Bowls and Urinals deodorizer (50g)

A. TOOLS & EQUIPMENT

1. Floor Polisher
2. A-Ladder 8 Feet
3. Mop Squeezer
4. Mop handle with spare mop cloth
5. Pails
6. Glass Squeege
7. Dust Pans
8. Soft Brooms
9. Coconut brooms (walis tingting) with extended handle
10. Toilet Brush
11. Foldable Floor Caution Signages
12. Glass Cloth Cleaner
13. Cobweb Broom
14. Bolo/Machete
15. Grass and Bush Cutters (motorized and handy)
16. Garden Tools
17. Garden Hose and spray guns
18. Mobile Garbage Bins with wheels

ARTICLE III

(Completion Time)

The **SERVICE AGENCY** shall perform and complete all the works specified in the Agreement **WITHIN ONE (1) YEAR** to commence upon receipt of the Notice to Proceed.

ARTICLE IV

(Contract Amount)

In consideration for the sum of **Two Million Eight Five Thousand and Forty-Eight Centavos Only (PhP 2,085,000.48) Only** or such other sums as may be ascertained,


MARY JOY D. BANTOL
Authorized Representative


VICTOR P. SUNIO
Manager


GABRIEL M. SALASTRE, JR., PEE, DIT
SUC President III


RUSS ALLEN B. NAPUD, DIT
VP for Administration and Finance


SAMMY A. DAITAG, PHD., TM
Director, PDAS

SERVICE AGENCY agrees to a **PROCUREMENT OF JANITORIAL SERVICES FOR FY 2025- EPA** in accordance with its Bid.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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 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 (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


VICTOR P. SUNIO
Authorized Representative
Manager


VICTOR P. SUNIO
Manager


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VP for Administration and Finance


SAMMY A. DAIT, PHD., TM
Director, PDAS

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** budget specified for the provision for Janitorial Services.

This contract is good for twelve (12) months and shall take effect on **March 1, 2025** and will end on **February 28, 2026**. 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.

ARTICLE VIII
(Miscellaneous Provisions)

The parties warrant that they have full power and authority to represent their respective agency/office/entity.

The **SERVICE AGENCY** shall facilitate this Agreement's notarization and bear its cost.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)

By:


GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III

TEKTON ENTRE WORKERS COOPERATIVE- ILOILO

By:


VICTOR P. SUNIO
Manager

WITNESSETH:


SAMMY A. DAITAO, PhD., TM.
Director, PDAS


MARYGLOR BARAYOLA

Authorized Representative


RUSS ALLEN B. NAPUD, DIT
Vice President for Administration and Finance

REPUBLIC OF THE PHILIPPINES:
_____: S.S
x-----x

ACKNOWLEDGMENT

BEFORE ME, this ____ day of FEB 06 2025, in _____,
personally appeared the following persons who exhibited their identification cards to establish
their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 VICTOR P. SUNIO	<u>PRC 16771</u>	<u>MANILA</u>	<u>AUG. 25, 1976</u>

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

This instrument, which refers to a **PROVISION OF JANITORIAL SERVICES FOR FY 2025– EPA**, consisting of 8 pages including the page on which this acknowledgment is written,
has been signed on the left margin of each and every page thereof by the parties and their
witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on
the day, year, and place above written.

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Series of : 2025

ATTY. LUZERNANDO A. CALMORIN
NOTARY PUBLIC
ROLL NO. 29514 5-15-79
TIN NO. 126-157-768
PTR NO. 8308976 1-2-2023
IBP NO. 1315 12-26-2024
MCLE COMP. NO. V-0005120
REG. NO. 110
DATE OF COMMISSION 01-07-
CITY AND PROVINCE