

CONTRACT AGREEMENT

THIS AGREEMENT, made this 15 JUL 2024 day of _____ between 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, represented herein by **DR. GABRIEL M. SALISTRE, JR.**, in his capacity as **SUC PRESIDENT III** (hereinafter called the "ISAT U") and **TEKTON ENTRE-WORKERS COOPERATIVE ILOILO** with office address at D2 Sunio Bldg., Hilado St., San Vicente Subd., Poblacion, Leganes, Iloilo, Philippines, hereinafter referred to as the "**SERVICE AGENCY**", represented by **VICTOR P. SUNIO**, in his capacity as Manager. (hereinafter called the "Service Agency").

WHEREAS, the **ISAT U** is desirous that the **SERVICE AGENCY** execute the **PROCUREMENT OF JANITORIAL SERVICES FOR UNIVERSITY** (hereinafter called "the Services") and the ISAT U has accepted the Bid of **FOUR MILLION ONE HUNDRED TWELVE THOUSAND TWO HUNDRED SIXTY FIVE PESOS AND SEVENTY EIGHT CENTAVOS (Php 4,112,265.78) ONLY** by the **SERVICE AGENCY** for the execution and completion of such services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 1. Drawings/Plans;
 2. Specifications;
 3. Bill of Quantities;
 4. General and Special Conditions of Contract;
 5. Supplemental or Bid Bulletins, if any;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto;
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **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.**

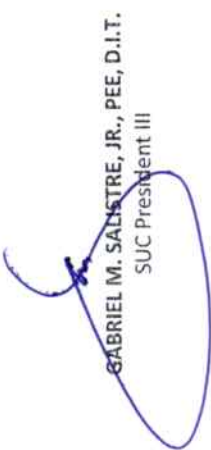
ARTICLE I

(Areas of Services, Detailed Cost Estimate 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:


Authorized Representative


VICTOR P. SUNIO
Manager


GABRIEL M. SALISTRE, JR., PEE, D.I.T.
SUC President III


RUSS ALLEN B. NAPUD, D.I.T.
VP for Administration and Finance


SAMMY A. DATTAO, Ph.D., TM
Director, PDAS


AREAS OF SERVICES


The Eighteen (18) personnel (Male-10; Female-8) shall cover the whole area of Main Campus of ISAT U, including but not limited to the following premises: TLE Center, TVEP Bldg., Supply Office Bldg., Machine Shop (Sarmiento Bldg.), Civil Technology Bldg., Tabiana – Montinola Bldg., Administration Bldg., Teachers Education Bldg. Annex, TEB Bldg. (Mendoza), TEB Bldg. (Graciano), Grand Stand, N- Building , Tennis Court, L- Bldg., PE Building, Library Building, Hometel Bldg., HRT Bldg., Mini Forest, TEB (Mendoza bldg.), Multi-Purpose Covered Gym, Basketball Court and Guard House. These include their classrooms, lobbies, corridors, stairways, remises, 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 and its grille drainage network and other water ways. It also include the disinfecting of floors, railings, door handles or knobs of the different offices of the aforementioned buildings.

It also include the upkeep of the university’s garden and landscaped areas on the main campus. They shall perform other task assigned to them by the university.


DETAILED COST ESTIMATE

DESCRIPTION	AMOUNT
Daily Wage Rate (8 hours)	480.00
Rate per Annum (313 days)	150,240.00
Average Monthly Rate (R. per Annum/12)	12,520.00
Average Number of Working Days per Month	26.08
A. DIRECT LABOR COST	
1. Basic Salary	12,520.00
2. 13th Month Pay	1,043.33
3. 5 days incentive leave	200.00
TOTAL DIRECT LABOR COST	13,763.33
B. OTHER LABOR COST (Indirect)	
1. SSS EMPLOYER'S Contribution	1,187.50
2. PHIC Employer's Contribution	313.00
3. ECC Contribution to Employee	10.00
4. PAG-IBIG	200.00
Sub-Total	1,710.50
C. TOTAL LABOR COST (A+B)	15,473.83
D. SUPPLIES AND MATERIALS PER MONTH PER PERSONNEL (VAT EXCLUSIVE)	1,400.00
E. ADMINISTRATIVE COST	2,126.10
F. GROSS CONTRACT PRICE (C+D+E)	18,999.93
G. VALUE ADDED TAX (Exempted)	-
H. TOTAL CONTRACT PER PERSONNEL PER MONTH	18,999.93
I. NO. OF PERSONNEL	18
J. NO. OF MONTHS	12
K. TOTAL BUDGET FOR ONE (1) YEAR (H*I*J)	4,103,984.88
SSS Adjustment January 01, 2025 – July 14, 2025 12,500.00 (Basic Pay) x 10% = 1,250.00 (ER) 1,250.00 (2025) – 1,187.50 (2024) = 62.5 SSS DIFF = 62.50 + Admin Fee x 18 (no. of janitors) x 6 mos. & 12 days	8,280.90
<i>*Note: Please see Section 4 (9) of RA No. 11199 or otherwise known as Social Security Act of 2018.</i>	
TOTAL BID PRICE (Php)	4,112,265.78


MARYGLO D. BATAYOLA
 Authorized Representative


VICTOR P. JUNIO
 Manager


GABRIEL M. SALASTRE, JR., PEE, D.I.T.
 SUC President III


RUSS ALLEN B. NAPUD, D.I.T.
 VP for Administration and Finance


SAMMY A. DAITAO, Ph.D., TM
 Director, PDAS

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;
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 ash trays and 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 thru 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.
9. Clearing of washed soil/sand along the road side grille drainage networks around the university and other water ways as directed by the University.

C. MONTHLY PROJECTED OPERATIONS

1. Thorough general cleaning of all areas occupied;


MARY JOY BATAVOLA
 Authorized Representative


VICTOR P. JUNIO
 Manager


GABRIEL M. SALUSTRE, JR., PEE, D.I.T.
 SUC President III


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 VP for Administration and Finance


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 Director, PDAS

2. Light fixtures covered by glass or plastic 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.
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 ground personnel should attend to the needs as early as **5:30 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 PDAS office. The University may change the working time schedule for some personnel as required necessary.

E. OVERTIME

Overtime work may be performed upon request of the University. Computation of Overtime pay shall be based on the prevailing labor laws, rules and regulations.

ARTICLE II

(Minimum Equipment and Supplies Requirement)

The **SERVICE AGENCY** of janitorial services shall supply and deliver the equipment and cleaning supplies requirement as per specified quantity on the detailed cost estimates and program of works to the University's Supply Office for storage and safe keeping.

The **SERVICE AGENCY** authorized representative shall withdraw the needed supply using the Requisition Issue Slip (RIS) Form and shall be signed approved by the PDAS office, and submit the said form to the Supply Office for issuance of the requested materials.

A. MATERIAL SUPPLIES MONTHLY CONSUMABLE EXPENSES		
Material minimum requirements per month	Qty	Unit
Air freshner, 320ml	10	can
Toilet Bowl Cleaner, 1000ml (1 liter)	20	bottle
Floor/Wall Tile Stain Cleaner, 1000ml (1 liter)	20	bottle
Garbage Bag, Size XXL, 100 pcs/pack	20	pack
Glass Cleaner, 500ml	10	bottle
Liquid Detergent, 1000ml (1 liter)	5	bottle
Liquid Bleach, 1 gallon (3.785 liters)	5	bottle
Toilet Bowl and Urinals Deodorizer (100grams)	50	pcs.
Cleaning cloth (25x45cm minimum)	20	pcs.

B. YEARLY TOOLS EXPENSES		
Equipment and tools	Qty	Unit
1. Floor Polisher	-	pc.
2. A-Ladder 8 Feet	-	pcs.
3. Mop Tornado	5	pcs.
5. Pails	6	pcs.
6. Glass Squeege	4	pcs.
7. Dust Pans	10	pcs.
8. Soft Brooms	20	pcs.
9. Coconut brooms with extended handle	20	pcs.
10. Toilet Brush	20	pcs.
11. Foldable Floor Caution Signages	-	pcs.
12. Glass Cloth Cleaner	50	pcs.
13. Cobweb Broom	5	pcs.
14. Grass/Bush Cutters (handy)	-	pcs.
15. Garden Tools	-	sets
16. Garden Hose, 1/2" dia.	100	meters
17. Mobile Garbage Bins with wheels	2	pcs.
18. Motorized Grass/Bush Cutter	-	pcs.
19. Sanitary Rubber Gloves	2	box


MARVELO D. BANTAWA
 Authorized Representative


VICTOR P. SUNIO
 Manager


GABRIEL M. SALISIRE, JR., PEE, D.I.T.
 SUC President III


RUSS ALLEN B. NAPUD, D.I.T.
 VP for Administration and Finance


SAMMY A. DAITAO, PH.D., TM
 Director, PDAS

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

ARTICLE III
(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 IV
(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 V
(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** budget specified for the provision for Janitorial Services.

This contract is good for twelve (12) months and shall take effect on July 15, 2024 and will end on July 14, 2025. 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


MARYGLO P. PATAYOLA
Authorized Representative


VICTOR P. SUNIO
Manager


GABRIEL M. SALASTRE, JR., PEE, D.I.T.
SUC President III


RUSS ALLEN B. NAPUD, D.I.T.
VP for Administration and Finance


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

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 thereto have caused this Agreement to be executed the day and year first before written.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)

TEKTON ENTRE WORKERS COOPERATIVE-ILOILO

By:

By:

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

VICTOR P. SUNIO
Manager

WITNESSETH:

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

MARYGLO D. BANTAYOLA

Authorized Representative

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

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

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of Iloilo, this 15 day of JUL 2024, 2024 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

Name	Government ID	Place Issued	Date Issued
1 <u>GABRIEL M. SALISTRE, JR., PEE, DIT</u>	<u>04-0232</u>	<u>ISAT U, La Paz, Iloilo City</u>	<u>05 August 2023</u>
2 <u>VICTOR P. SUNIO</u>	<u>PRC-16771</u>	<u>MANILA</u>	<u>08/25/1976</u>

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 six (6) 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 2024 _____ .

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CITY AND PROVINCE OF ILOILO