

Contract ID No : 2018-25/Goods
Name of Contract: Procurement of Janitorial Services of Seventeen (17) Janitors
Location : USeP-Obrero Campus Davao City

JANITORIAL SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed by and between:

The **UNIVERSITY OF SOUTHEASTERN PHILIPPINES**, with office address at Bo. Obrero Davao City, represented by its President, Dr. Lourdes C. Generalao, hereinafter referred to as "**USeP**",

-AND-

The **LBP SERVICE CORPORATION** a corporation duly organized and Petron Mega Plaza, 358 Sen. Gil Puyat Ave., Makati City and local office in Door R, TMNT Building, Doña Vicente Drive, Bajada, Davao City, represented by its Executive Vice President, **JOSEPH V. ANGELES**, duly authorized for this purpose, hereinafter referred to as "**LBPSC**".

WITNESSETH

WHEREAS, USeP, in need of the services of a licensed janitorial contractor to provide labor, tools, supplies, materials and equipment for the maintenance and sanitation of its offices and facilities located at **USeP** Obrero, Davao City;

WHEREAS, USeP conducted a public bidding last October 29, 2018 for the **Procurement of Janitorial Services (17 janitors)** wherein **LBPSC** submitted the Lowest Calculated and Responsive Bid;

WHEREAS, USeP awarded to **LBPSC** the **Procurement of Janitorial Services (17 janitors)**;

WHEREAS, the University President is authorized by the Board of Regents to enter into this Contract per BOR Resolution No. 93, series of 2018.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties hereby agree as follows:

1. **LBPSC** shall provide all the necessary labor, tools, supplies and materials for the maintenance and sanitation of the offices and facilities of **USeP** located and situated at the above given address, which shall include but not limited to the following:



GENERO C. GENERALAO, JR.
Assistant Vice President

LBP SERVICE CORPORATION
JOSEPH V. ANGELES
Executive Vice President

MR. ROLANDO B. ENRIQUEZ
Finance Director, USeP

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USeP):
LOURDES C. GENERALAO
President

MA. LUISA B. FAUNILLAN
VP for Administration

1.1 Maintenance and Janitorial Services:

- a. Daily Routine Services (Monday to Saturday during and after office hours.)

Sweeping, mopping, spot-scrubbing and polishing of all floors; provided all areas where heavy traffic occurs, i.e. the main lobby, entrance ways and waiting areas, shall be serviced when needed during office hours to guarantee cleanliness;

Cleaning and sanitizing of toilets and washrooms regularly which includes the use of special and disinfecting agents in wash basins, urinals and toilet bowls.

Washing of dishes

Dusting and cleaning of inside window ledges, air, vents and partitions, furniture and fixtures, that require special maintenance;

Reporting immediately of malfunctioning plumbing and lighting fixture, damaged furniture, parts of the office, etc.;

Disposal of trash, rubbish and garbage in the building receptacles provided for the purpose;

- b. Weekly Services

Soaping, washing, scrubbing, waxing and polishing of all floors;

Washing of inside and outside glass doors;

Cleaning, waxing and polishing of office furniture and fixtures, counters, etc., but not including items that require specialized maintenance;

Thorough scrubbing and sanitizing of toilets and washrooms;

- c. Monthly Services

Dusting and cleaning of horizontal and vertical surfaces including cornices;

Cleaning and polishing of hand rails, brass signs and trims;

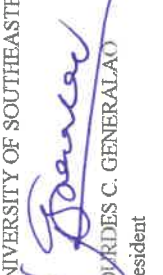
Dusting/cleaning of ceilings, including light diffusers, lamps, air conditioning outlets, Venetian blinds screens, etc.;

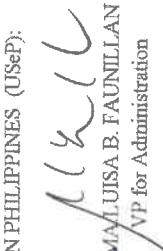

GENERAL T. PAULAS, JR.
Assistant Vice President

LBP SERVICE CORPORATION

JOSEPH V. ANGELES
Executive Vice President


MR. ROLANDO B. ENRIQUEZ
Finance Director, USeP

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

LOURDES C. GENERALAO
President


MA LUISA B. FAUNILLAN
VP for Administration

d. Perform the following task whenever required;

Messengerial and related errand work within and outside the office premises;

Serving snacks/refreshments during meetings and conferences;

Hauling/moving of office furniture, equipment and carrying load boxes.

1.2 The cost of supplies and materials to be provided shall not exceed **PHP1,000.00 per janitor/month.**

2. The services above stated shall be faithfully accomplished by **LBPSC** through its designation of seventeen (17) qualified and trained janitors, each one specifically tasked and assigned to **USEP** to render eight (8) hours work per day, Monday to Saturday. **USEP** may increase the number of janitors under this contract for the same monthly cost per janitor.

3. In consideration of the services rendered by **LBPSC**, **USEP** shall pay **LBPSC** the sum of **Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-One & 25/100 pesos (PhP 238,871.25)** or **PhP 14,051.25 per Janitor per month or Two Million Eight Hundred Sixty-Six Thousand Four Hundred Fifty-Five Pesos (P2,866,455.00)** inclusive of cost cleaning materials and supplies and the present 12% Value Added Tax (VAT).

If so requested by **USEP**, the assigned janitors may be required to render overtime services, the payment of which shall be based on the billing rate per day/hour plus the applicable overtime premium as provided under the Labor Code.

4. The payments due to **LBPSC** shall be billed twice a month and shall be paid by **USEP** within ten (10) days from receipt of the Statement of Account from **LBPSC**, inclusive of the sworn statement that all wages, salaries and other remuneration due to the janitors have been paid.

5. This contract shall be effective for a period of **one (1) year** to commence on **December 20, 2018** until **December 19, 2019**, unless sooner terminated by either party after giving a written notice to the other at least thirty (30) days prior to date of termination. This contract is subject to yearly renewal, but not to exceed two (2) years, subject to the following conditions:

- a. Contract price during contract implementation shall be fixed and shall not be adjusted except for the following cases:
 - i. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; and
 - ii. Increase in taxes.




LBP SERVICE CORPORATION



GENERAL T. CANLAS, JR.
Assistant Vice President


JOSEPH V. ANGHITES
Executive Vice President


MR. ROLANDO B. ENRIQUEZ
Finance Director, USEP

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):


MA. LUISA B. FAUNILLAN
VP for Administration


LOURDES C. GENERALAO
President

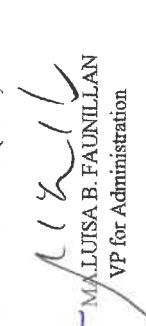
LBP SERVICE CORPORATION


UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP)


GENEROSO T. SANLAS, JR.
Assistant Vice President


JOSEPH V. ANGELES
Executive Vice President


MR. ROLANDO B. ENRIQUEZ
Finance Director, USEP


MA. LUISA B. FAUNILLAN
VP for Administration


LOURDES C. GENERALAO
President

- b. LBP shall maintain a very satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.
- c. Before end of each year, USEP shall conduct an assessment or evaluation of the performance of the service provider/contractor based on a set of performance criteria.

6. Other Provisions.

- a. **LBPSC** agrees that the janitor who shall be assigned to **USEP** shall only be those whom **LBPSC** has thoroughly screened as to qualification, experience and psychological/moral character and who have submitted to **LBPSC** a favorable medical certificate, police and NBI clearance.
- b. **LBPSC** agrees that it shall provide the janitor with proper uniform and identification card while attending to their tasks and guarantees that said janitors will diligently perform their assigned work. **LBPSC** shall made available at all times relievers/replacements to insure continuous and uninterrupted service in case of absences. It is agreed and understood that **USEP** has the right to reject any janitor assigned to it by **LBPSC** and to demand an acceptable replacement, the same shall be immediately accomplished by **LBPSC** within three (3) days from the demand.
- c. It is expressly agreed and understood that the janitors of **LBPSC** are not employees of **USEP** and as such, **USEP** shall not in any way or manner be liable or held responsible for any acts or omissions of the janitors. Further, **LBPSC** being the employer of said janitors shall at all times be responsible for the enforcement and compliance with all existing laws, rules and regulations, such as but not limited to the Labor Code, Social Security System, Medicare and Employees Compensation Commission.

As such, **LBPSC** shall hold **USEP** free from any and all action or liability whatsoever, arising from any claim by any and all personnel furnished under the New Labor law or governmental rules, regulations and orders, it being agreed upon that the due and faithful compliance with the said laws and regulations shall develop entirely upon **LBPSC** acting independently as such and not as and employee or agent of **USEP**.

- d. The **LBPSC** hereby maintains administrative control and supervision but authorizes **USEP** through its authorized representatives, supervisors, managers and officers, to give direct instructions to the

Contract ID No : 2018-25/Goods
Name of Contract: Procurement of Janitorial Services of Seventeen (17) Janitors
Location : USEP-Obrero Campus Davao City


Contractor's Personnel assigned to **USEP** during their term of duty. The exercise by **USEP** of this authority shall not be deemed nor interpreted as relinquishment of the powers by the **LBSPC** as employer of its personnel assigned to **USEP**. The Contractor's Personnel shall be bound to observe the policies, rules and regulations on discipline, conduct and proper decorum enforced by the **USEP**.

- e. **LBSPC** hereby agrees and warrants to indemnify **USEP** for any loss or damage to **USEP**'s properties caused by the janitors either deliberately or through fault or negligence provided that **USEP** shall notify **LBSPC** in writing of such loss or damage within 48 hours from its occurrence.
- f. **LBSPC** will execute and deliver a performance bond in favor of **USEP** in the form and amount authorized by and in accordance with R.A. 9184, otherwise known as the Government Procurement Reform Act.
- g. In the event of any action or suit arising out of or in connection with this contract, the parties hereto agree that said action or suit shall be filed with the proper court as agreed by the parties.

IN WITNESS WHEREOF, the parties, through their duly authorized representative, have hereunto set their hands on _____, at the City of Makati and Davao City, Philippines.


UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

LBP SERVICE CORPORATION


LOURDES C. GENERALAO
President


JOSEPH V. ANGELES
Executive Vice President

WITNESSED BY:


MA. LUISA B. FAUNILLAN
Vice President for Administration


GENEROSO T. CANLAS, JR.
Assistant Vice President

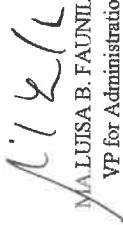
Certified Funds Available:


MR. ROLANDO B. ENRIQUEZ
Finance Director, USEP

LBP SERVICE CORPORATION


JOSEPH V. ANGELES
Executive Vice President


MR. ROLANDO B. ENRIQUEZ
Finance Director, USEP


MA. LUISA B. FAUNILLAN
VP for Administration


LOURDES C. GENERALAO
President


GENEROSO T. CANLAS, JR.
Assistant Vice President

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

Contract ID No : 2018-25/Goods
Name of Contract: Procurement of Janitorial Services of Seventeen (17) Janitors
Location : USEP-Obrero Campus Davao City

REPUBLIC OF THE PHILIPPINES)
City of Davao) SS
MAKATI CITY

ACKNOWLEDGMENT

BEFORE ME, as the Notary Public for and within the City of Davao, personally appeared **MAKATI CITY**

Name	Valid I.D.
Date/Place Issued	
LOURDES C. GENERALAO	GSIS ID # 006-0085-6444-5 Davao City
JOSEPH V. ANGELES	<u>SSS ID 03-9833049-5</u>

Known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consists of six (6) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the margin of this page and on the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this 17 day of DEC 2018 2018.

ATTY. VIRGILIO R. BATALLA
 NOTARY PUBLIC FOR MAKATI CITY
 APPOINTMENT NO. M-88
 UNTIL DECEMBER 31, 2018
 MCLE OFFICE, JUPITER
 IBP O.R. 11-11-2018
 PTR 11-11-2018
 EXECUTIVE OFFICE, JUPITER

Doc. No. 24
Page No. 06
Book No. 475
Series of 2018

LBP SERVICE CORPORATION

GENEROSO T. CANLAS, JR.
Assistant Vice President

JOSEPH V. ANGELES
Executive Vice President

MR. ROLANDO B. ENRIQUEZ

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

LOURDES C. GENERALAO
MAJ. LUISA B. FAUNILLAN