

# CONTRACT AND AGREEMENT

FOR THE

## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

**KNOW ALL MEN WHOM THESE PRESENT:**

The CARAGA STATE UNIVERSITY (CSU), an educational institution organized and existing under Republic Act # 9854 with principal office address at Ampayon, Butuan City, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, hereinafter referred as "**CSU Ampayon Campus**".

-and-

UNITED FIELD SEA WATCHMEN AND CHECKERS AGENCY (UFSWCA), organized and existing under and by virtue of the laws of the Republic of the Philippines, holding its principal office at 2<sup>nd</sup> Floor Ceasia Bldg. Mangga Road., Butuan City, represented herein by its General Manager, **MS. JANICE NILDA A. MIRA**, who is duly authorized to represent it in this transaction, hereinafter referred as "**JANITORIAL AGENCY**".

**-WITNESSED THAT-**

WHEREAS, the **CSU Ampayon Campus** needs the services of a janitorial agency to render janitorial services for the **CSU Ampayon Campus** buildings and offices;

WHEREAS, in a public bidding conducted for the purpose, the **CONTRACTOR** submitted a complying and most advantageous bid;

WHEREAS, the **CSU Ampayon Campus** has accepted said offer of the **CONTRACTOR** in the amount of **Three Million Two Hundred Forty-eight Thousand Eight Hundred Fifty-three and 96/xxx (₱ 3,248,853.96)** for the **PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY** for a term of twelve (12) months;

**NOW THEREFORE**, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties have agreed as follows:

### **ARTICLE 1** **DOCUMENTS COMPRISING THE CONTRACT**

The following documents are hereby incorporated and made integral of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

#### 1. **CSU Ampayon Campus'** Specification consisting of Section A: Bid Specifications

Part I -	Instruction to Bidders
Part II -	General Provisions
Part III -	Special Provisions
Part IV -	Bid Forms

  
**MAXIMIANO M. AMAMIO**  
Witness

  
**JANICE NILDA A. MIRA**  
General Manager

  
**ARMIE LEILA MONTILLA-MORDENO, DPA, CSEE**  
Vice President for administration

  
**ANTHONY M. PENASO, Ph.D.**  
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2. **CONTRACTOR**'s Affidavit of Undertaking and Affidavit of Commitment.
3. Notice of Post – Qualification issued by the **CSU Ampayon Campus** dated January 3, 2022.
4. Notice of Award issued by **CSU Ampayon Campus** dated February 7, 2022.
6. The Performance Security to be filed by the **CONTRACTOR** in accordance with this contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

### **ARTICLE II** **SCOPE OF JANITORIAL WORK**

1. The **CONTRACTOR** guarantees that it is an independent contractor duly licensed to engage in, among others, the business of providing janitorial services and that it has adequate workers and substantial capital or investment in the form of tools, equipment, machineries, work premises and other materials which are necessary in the conduct of its business in providing janitorial services.
2. The **CONTRACTOR** shall provide janitorial services for the maintenance of the cleanliness and sanitation of the **CSU**, buildings, offices, conference rooms, AV rooms, such janitorial services to include, but not limited to the following:

#### **DAILY OPERATIONS:**

- a. Sweeping, mopping, and polishing of floors areas and scrubbing of areas where traffic occurs in order to ensure cleanliness at all times;
- b. Dusting and cleaning of all machines and equipment, glass doors and fixed glass doors and fixed glass panels, wooden doors, door jambs, door louvers, glass windows, window ledges, folding partitions, furniture, tabletops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical spaces including ceilings and non - glass walls.
- c. Cleaning of toilets and washrooms
- d. Disposing of trash, rubbish and garbage contained in the garbage collection pit provided for the purpose and located in every offices and other areas within the premises;
- e. Cleaning of paper waste container, pencil sharpeners, trash cans, plant boxes, directional signs and stands and the like , as well as office and lobby wall directories;
- f. Sweeping and polishing of stairways, elevator cars, elevator railings, brass wall plates and other signs or similar finish;

  
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Witness

  
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g. Perform such services usually necessary or desirable for the maintenance and enjoyment of the office premises and minister to

the personal comfort, convenience, or safety of CSU faculty, students, employees and visitors;

### WEEKLY OPERATIONS

- a. Washing and polishing of all floors;
- b. Dusting of lighting fixtures, light and air-con diffusers hanging lamps;
- c. Washing and cleaning of inside and outside glass doors, inside windows and panels;
- d. Cleaning, waxing and polishing of office furniture, fixtures, counters and shelves;

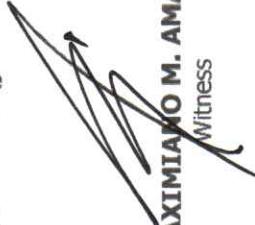
### MONTHLY OPERATIONS

- a. Thorough general cleaning by way of washing and scrubbing, especially of deep-seated grime and dirt, removal of stains and others as well as waxing and polishing of all floors;
- b. Thorough cleaning and washing of inside walls, ceilings, and stairways;
- c. Thorough cleaning, sanitation and disinfection of all washrooms and toilet fixtures and removal of deep-seated stains, grime and dirt;
- d. Thorough inspection and removal of stain marks and deep seated grime and dirt on carpeted areas and upholstered furniture;
- e. Thorough washing and cleaning of light diffusers, vertical blinds, aircon diffusers, ceilings, outside walls and other areas that require thorough washing, cleaning and removal of deep seated grime and dirt; and
- f. Cleaning of outside windows and glass panels.
- g. Conduct disinfection of all buildings/offices and campus ground every first Saturday of the month or as the need arises for health protocol issues relative to pandemic

3. The **CONTRACTOR** shall also provide additional services for such as farm/utility services to include, but not limited to the following:

- a. Segregate, reduce, re-use, recycle all kinds of waste materials;
- b. Assist in the planting, preparation, hauling and marketing of fruits and vegetables;
- c. Assist in the nursery establishment and other works;
- d. Assist in the preparation of vermi and other vermi products;
- e. Perform other duties as assigned as may be required by higher authority.

4. For and in consideration of the services under this Contract by the **CONTRACTOR**, the **CSU** shall pay to the **CONTRACTOR** the sum of is

  
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Three Million Two Hundred Forty-Eight Thousand Eight Hundred Fifty-three and Ninety-six Centavos Only (Php.3,248,853.96), Philippine Currency for twenty three (23) janitors/janitress, who will work for forty-eight (48) hrs. per week for twelve (12) months as provided in the Financial Proposal of the CONTRACTOR which form part of this Contract.

The rates quoted for amount due to twenty three (23) janitors/janitress are based on eight [8] hours work per day per individual and include payment due to the personnel, basic pay, service incentive leave, 13<sup>th</sup> month pay, etc.; and to the government, i.e. contributions to Pag-ibig, SSS, Philhealth, ECC, etc. including the value added tax of Twelve Percent [12 %]. Except as provided under existing laws, it is hereby expressly agreed upon and understood that the stipulated rates shall not be subject to upward adjustment for any cause or reason except under extraordinary circumstances and upon prior approval of GPPB.

4.1. The CONTRACTOR shall pay its employees assigned to CSU the amount of P360.00/day. The annual computation shall be as follows:

### WAGES FOR JANITOR

Janitor x Php.11,771.21/month	= 11,771.21 x 12 month	= 141,254.52
Average pay/month	= 7,920.00	
5 days service leave	= 156.25	
13 <sup>th</sup> month pay	= 660.00	
COLA	= 330.00	
Uniform Allowance	= 100.00	

**TOTAL AMOUNT DIRECTLY TO JANITOR= 9,166.25**

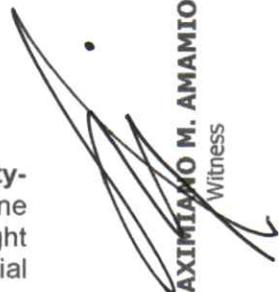
SSS Premium	= 600.00
PHIL Health Contribution	= 137.50
Pag-ibig Fund	= 100.00
ECC (Employer's Share)	= 10.00
Retirement Benefits	= 571.88

**TOTAL AMOUNT TO JANITOR & GOV'T = 10,585.63**

Agency Fees @ 10%	= 924.48
E-vat @ 12%	= 110.94

**TOTAL MONTHLY CONTRACT RATE (TMCR) per worker =  
Php.11,771.21**

4.2. The amount above shall be paid every 16<sup>th</sup> day of the current month and every 1<sup>st</sup> day of the following month upon receipt by the CSU of a certification from the CONTRACTOR that the salaries of the CONTRACTOR's employees assigned to the CSU for the immediate 15-day period have been paid and received, which certification shall be supported by a duly authenticated copy of payroll reflecting the

  
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## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

signatures of the concerned janitors/janitress acknowledging receipt of salaries for that period;

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University President

- 4.3. Starting with the second month of this Contract up to the month immediately after the expiration or termination hereof, the **CONTRACTOR**, shall on or before the 11<sup>th</sup> day of the month, submit proofs of payments of SSS, Pag-IBIG and PhilHealth premiums and all payments for all employees as provided by and computed in accordance with law, insofar as the **CONTRACTOR**'s employees assigned to the **CSU** are concerned and that failure on the part of the **CONTRACTOR** to fulfill this obligation shall be, among others, a sufficient ground, at the option of the **CSU**, for the withholding payment of any and all succeeding bills and/or for the termination of this Contract without need of any notice;
- 4.4. The **CONTRACTOR** shall release the Thirteenth (13th)-month pay of all employees in lump sum not later than December 22 of the same year.
5. In the execution and performance of the services under this Contract, the **CONTRACTOR** shall exercise sole supervision and control over the procedure thereof and the performance of the personnel assigned to the **CSU** and towards this end, the **CONTRACTOR** shall assign a Supervisor, who shall visit the **CSU** premises two (2) times a week to ensure that the services required under this Contract are executed.
6. The following are the disposition of janitor/janitress which shall be assigned to different offices and buildings in **CSU** to wit:

Name of Building/Facilities	No. of Storey	Number of Janitors	
		Male	Female
1. CEGS	2	1	1
2. CCIS (Mechatronics)	2	1	1
3. S & T	2	3	1
4. S & T (Com. Lab.)	2	1	-
5. New Admin Bldg.	2	2	2
6. Old Admin Bldg.	1	-	1
7. CAS new	2	1	1
8. CoFES	1	1	
9. Hostel Bldg.	1	-	1
10. Avenue	-	1	1
11. Library Bldg.	3	1	1
12. Eco-Park	-	1	-
		<b>13</b>	<b>10</b>

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## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

and shall work for eight (8) hours per day or forty (40) hours per week. In case the need arises, said personnel may be required to render overtime or service beyond the eight (8) hour period or forty (40) hours per week, or during Holidays or rest days. However, total number of overtime hours rendered should not be more than forty (40) hours a month, except, under emergency cases and when it is necessary and beneficial to **CSU**, such janitorial personnel may render overtime services beyond twenty (20) hours a month provided there is a lack of qualified regular personnel, request is duly authorized by Head of Office, and such excess should not go beyond forty (40) hours a month. Overtime payment shall be advanced by the Contractor to the concern janitorial personnel subject to reimbursement by **CSU** in accordance with the applicable Government and COA rules and regulations for accounting and disbursement.

7. No worker or personnel of the **CONTRACTOR** assigned to or deployed in the premises of the **CSU** in the performance of the services under this Contract shall ever be deemed an employee or agent of the **CSU** and the **CONTRACTOR** warrants that no employer-employee relationship exists between the **CONTRACTOR** and/or its employees/workers/personnel, on one hand and the **CSU**, on the other hand. Should the **CSU** be sued by any employee of the **CONTRACTOR** or by any government agency or employee before any forum as an alleged employer of the **CONTRACTOR** and/or the **CONTRACTOR**'s employee/s, the **CONTRACTOR** shall defend the **CSU** and shall assume all judgments which may be rendered against the **CSU**.
8. The **CONTRACTOR** shall have exclusive discretion in the selection, engagement and discharge of its employees assigned to the **CSU**. The janitor/janitress deployed by the **CONTRACTOR** in the **CSU** shall possess the following qualifications:
  - a. Of good moral character and reputation, courteous, alert and without any criminal or police record;
  - b. Physically fit, between twenty-five (25) and forty (40) years of age;
  - c. At least a high school graduate and with at least one (1) year experience as a janitor;
  - d. NBI/Police/Court Clearance, Medical Certificate issued by any government physician;
  - e. Must pass the neuro-psychiatric and standard drug tests; and
  - f. Such other qualifications as **CSU** may deem necessary in the course of the implementation of this Contract.

The **CSU** however shall have the right to request that an employee or worker assigned to the **CSU** be changed or substituted and the **CONTRACTOR** shall so change and substitute, or any of, but not limited to, the following grounds: 1) untoward act/acts and/or behavior, 2) negligence, 3) misconduct, 4) inefficiency and 5) malfeasance. However, upon written notice by the **CSU**, the number of personnel deployed by the **CONTRACTOR** may be decreased or increased, as the case may be, and in which the **CONTRACTOR** shall effect the Notice within fifteen (15) days from receipt thereof.

MAXIMIANO M. AMAMIO  
Witness

JANICE NILDO A. MIRA  
General Manager

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9. The employees of the **CONTRACTOR** assigned to the **CSU** may use the **CSU's** equipment in the event that the **CONTRACTOR** cannot provide the equipment necessary to carry out the services under this Contract;
- 10.
11. PROVIDED that any damage arising out of and/or during the use of the said equipment by the employees of the **CONTRACTOR**, the cost of repairs and rehabilitation of the same shall be at the expense of and/or for the account of the **CONTRACTOR**.
12. The **CONTRACTOR** shall provide appropriate Identification Cards and identical uniforms (at least four (4) shirts) to all its employees assigned to the **CSU** as will readily identify them as employees of the **CONTRACTOR** and ensure that these are worn at all times in the performance of the services under this Contract.
13. The **CSU** shall have the right to search the **CONTRACTOR's** employees assigned to the **CSU** before entering and leaving the **CSU's** premises as a security and precautionary measure against damage or losses.
14. The **CONTRACTOR** shall require all its employees assigned to the **CSU** to observe all the rules and regulation of the **CSU** in the performance of the services under the Contract while in the premises of the **CSU** and the **CSU** hereby undertakes to transmit, from time to time, copies of these rules and regulations to the **CONTRACTOR**.
15. The **CONTRACTOR** shall free the **CSU** from, and the **CSU** shall not be responsible for, any and/or all liabilities arising out of accident, death, injury to **CONTRACTOR** and its employees and personnel occasioned by and/or in connection with the performance of the services under the Contract. Neither shall the **CSU** be liable for any injury, loss or damage caused by the **CONTRACTOR** and/or its employees assigned to the **CSU** to any person and/or property in connection with the performance of the services under this Contract. The **CONTRACTOR** shall assume, as it does assume, all liabilities for any such accident, injury, loss or damage herein mentioned and shall save and free the **CSU** from any liability therefrom.
16. The **CONTRACTOR** shall cooperate with the **CSU**, to all extent possible, in providing evidence which the former or any of its employees may have in its/their possession in support of or tending to support any criminal civil or administrative case filed by and/or against the **CSU** and/or its employees upon request of the **CSU**.
17. Any information or data that may come to the knowledge of, acquired and/or obtained by the **CONTRACTOR**, its employees or personnel in the performance of the services under this Contract from the **CSU**, its employees and premises shall not be made known to anyone without the written authority from the **CSU**. Regardless of the period of this Contract, the **CONTRACTOR** and its employees and the personnel shall be bound by the absolute confidentiality provided herein until such time as said information or data will be published or otherwise disclosed to the general public by the **CSU**. Any violation by the **CONTRACTOR**, its employees or personnel of the

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Witness

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18. confidentiality provided herein shall entitle the **CSU** to damages and other remedies and a ground for the unilateral termination of this Contract by the **CSU** without any notice.
19. The **CONTRACTOR** shall be liable to the **CSU** for (1) any loss of or damage to properties of the **CSU** and its employees and (2) for any loss or damage for which the **CSU** may be held responsible due to the negligence or fault of the **CONTRACTOR**, its workers and personnel in the performance of the services under this Contract.
20. The **CONTRACTOR** shall ensure continuous and uninterrupted rendition of the services under this Contract. In case of absence of the **CONTRACTOR**'s employee/s assigned to the **CSU**, except in cases of paternity or maternity leave, as the case may be and as provided by law, the **CONTRACTOR** shall effect the immediate replacement of such employee/s.
21. In the event that the **CONTRACTOR** fails to render the services under this Contract due to strike by and/or labor dispute with its employees or any matter related thereto, this Contract shall be automatically terminated without need of any written notice.
22. This Contract shall be operative upon submission by the **CONTRACTOR** and acceptance by the **CSU** of a bond from any private insurance companies not blacklisted by the **CSU** on condition that the said bond will answer for the faithful performance by the **CONTRACTOR** of its obligations under this Contract and/or payment of wages of the employees of the **CONTRACTOR** assigned to the **CSU**, should the **CONTRACTOR** fail to pay the same.
23. Except as specifically provided herein, the **CSU**, at its option shall have the right to terminate this Contract upon 30-day written notice to the **CONTRACTOR**, on any of the following grounds: (1) in case the **CONTRACTOR** unreasonably fails or refuses to perform its obligations in a manner which may be inconsistent with the achievement of the results of the services under this Contract, (2) in case the **CONTRACTOR** fails to comply with any terms of this Contract, and (3) in case of unavailability of **CSU**'s funds appropriated/allocated for janitorial services.
24. The **CONTRACTOR** agrees to pay taxes in full and on time and failure to do so will entitle the **CSU** to suspend payment of any goods or services delivered by the **CONTRACTOR**.
25. The **CONTRACTOR** agrees to regularly present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as copy of its income and business tax returns duly stamped and received by BIR and duly validated with the tax payments made thereon.
26. Unless sooner terminated for any of the reasons herein stated, this Contract shall be for a period of twelve (12) months starting on February 15, 2022 and ending on February 15, 2023.

MAXIMINO M. AMAMIO  
Business

JANICE N. A. MIRA  
General Manager

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27. Any action that may arise from the Contract shall be instituted in the proper court in Butuan City, and by the signing and execution hereof, the parties hereby submit themselves to such exclusive venue.

### ARTICLE III PAYMENT

1. The **CSU Ampayon Campus** shall pay the **CONTRACTOR** based on the latter's actual services rendered under this Contract, taking into account the actual number of janitors/janitresses, their actual tour of duty and respective compensations per month as listed in Annex "A" hereof. It is understood that the **CONTRACTOR**'s billings included all the statutory compensation and benefits due to its janitors/janitress.
2. The **CONTRACTOR** agrees to abide with the List of One and Demandable Accounts Payable (LO-DAP) rulings and shall abide with the said payment scheme.

### ARTICLE IV OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

1. It is expressly understood and agreed that for all legal intents and purposes, all janitors/janitress of the **CONTRACTOR** employed under this Contract shall not be considered employees of the **CSU Ampayon Campus**. The **CONTRACTOR** assumes full responsibility for the faithful and complete performance by the janitors/janitress of all their duties pursuant to the provisions of this Contract.
2. The **CONTRACTOR** shall ensure and guarantee that its janitors/janitress shall familiarize themselves with the **CSU Ampayon Campus**'s officers and all its personnel, and at all time accord to them the highest respect and courtesy.
3. The **CONTRACTOR** shall assign only janitors/janitress who are acceptable to the **CSU Ampayon Campus** and the **CONTRACTOR** shall not pull out any janitors/janitress from **CSU Ampayon Campus** without the written consent of the latter.
4. The **CONTRACTOR** hereby guarantees that all janitors/janitress shall follow all regulations, policies, and plans of the **CSU Ampayon Campus** to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all janitors/janitress shall observe the highest courtesy and respect towards all officials and employees of the **CSU Ampayon Campus** including authorized visitors in the execution of their duties.
5. The **CONTRACTOR** shall provide the **CSU Ampayon Campus** with the number of janitors/janitresses as stated in Annex "A" hereof, and any decrease or increase in the number of janitors/janitresses shall require the written approval of the **CSU**.
6. The **CONTRACTOR** shall diligently and faithfully serve the best interest of the **CSU Ampayon Campus** in rendering its services and shall not, during the period

MAXIMIAN Q.M. AMAMIO  
Witness

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General Manager

ARMIE LETILA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

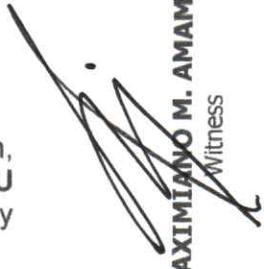
ANTHONY M. PENSASO, Ph.D.  
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of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of the **CSU Ampayon Campus** which may any janitors/janitress of the **CONTRACTOR** may have acquired by reason of such contractual relationship.

  
MAXIMIANO M. AMAMIO  
Witness

7. The **CONTRACTOR** hereby guaranteed the salaries of the janitors/janitress detailed with the **CSU Ampayon Campus** shall be paid on time, not later than the 15<sup>th</sup> and 30<sup>th</sup> day of the month. Any repetitive or unjustified delays in the payment of the salaries attributable to the **CONTRACTOR**, or if the janitors/janitress are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for the **CSU Ampayon Campus** to undertake direct payment or terminate the service contract.

8. The **CONTRACTOR** shall guarantee that al the employer's share being paid by the **CSU Ampayon Campus** to the **CONTRACTOR**, like the SSS premiums, State Insurance/ECC, Phil-Health, PagIBIG and others and the corresponding employees' shares being pre-deducted and all remitted properly and on time to the concerned agencies any unjustified delay or non-remittance of these amount shall be a sufficient ground for the **CSU Ampayon Campus** to remit these amounts directly to the concerned government agencies.

9. The **CONTRACTOR** conducts a training/seminar to the janitors/janitress once a month to upgrade their skills and knowledge in housekeeping, and as a refresher course to them. A report shall be submitted to **CSU Ampayon Campus** that the **CONTRACTOR** had conducted the training/seminars to the janitors/janitress deployed at **CSU Ampayon Campus**.

10. The **CONTRACTOR** as mentioned in Article II, Number 8 shall provide copies of the Bio-data of their janitors/janitress assigned and deployed in **CSU Ampayon Campus**.

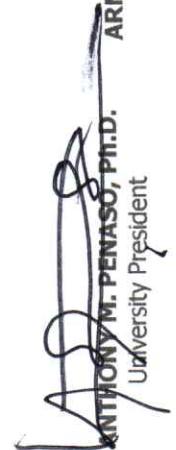
  
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General Manager

  
ARMIE LETILA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

### ARTICLE V PERFORMANCE SECURITY

1. The **CONTRACTOR** shall file a performance security in the form of cash, manager/s/cashier's check or letter of credit acceptable to the **CSU** in the amount and from stipulated in the bidding, Specification for the term or effective period co-terminus with the duration of this Contract, to guarantee the faithful and satisfactory fulfillment of all the **CONTRACTOR** obligations under this Contract.

2. The Performance Security shall answer for any and all damages and losses that maybe suffered by the **CSU** as a result of the failure of the **CONTRACTOR** to perform any of its obligations under this Contract. This performance security shall be released by the **CSU** at the expiration or termination of this Contract provided that there are no pending claims filed against the **CONTRACTOR** and/or Surety Company.

  
ANTHONY M. PENASOS, Ph.D.  
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### ARTICLE VI RIGHTS OF CSU

1. The **CSU Ampayon Campus** shall have the right to increase or decrease the number of janitor/janitress as the necessity for the same arises. The **CONTRACTOR** shall correspondingly increase or decrease the number of janitors/janitresses within twenty-four (24) hours from receipt of written notice to the effect from **CSU Ampayon Campus**, and **CONTRACTOR** shall submit to the **CSU Ampayon Campus** within

the first five (5) days or each month the updated list of janitors/janitress so assigned, indicating the name and residence address of janitor/janitress, SSS Number, PhilHealth number, PaigBIG number, and tax account number;

2. Whenever **CSU Ampayon Campus** informs **CONTRACTOR** in writing that any contracted janitors/janitress including any **CONTRACTOR** personnel, in its finding and/or option is undesirable, the **CONTRACTOR** shall within twenty-four (24) hours from notice relieve the employee and never again be assigned to **CSU Ampayon Campus** premises mentioned herein. And if, for any reason which it deems necessary to protect its interest **CSU Ampayon Campus** shall request in writing the revamp of the entire janitorial force. The **CONTRACTOR** shall effect the same without additional cost on the part of the **CSU Ampayon Campus**.

3. The **CSU** shall have the right to screen, select, accept and/or reject the **CONTRACTOR**'s individual janitors/janitress in accordance with the **CSU** present criteria;

4. The **CONTRACTOR**'s janitors/janitress and personnel shall be under the supervision and control of **CSU Ampayon Campus** with respect to deployment, works shifts and execution of housekeeping plans upon proper coordination with the Director of the General Services;

5. The **CSU Ampayon Campus**, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the Licensee as indicated in the License to Operate of the **CONTRACTOR**;

6. The **CSU Ampayon Campus** shall have access to records of payment of salaries and/or auditorial right over the payroll of the **CONTRACTOR**;

### ARTICLE IX RIGHTS OF CSU TO TERMINATE CONTRACT

1. It is expressly understood herein that the relationship of **CONTRACTOR** with **CSU Ampayon Campus** is based purely on the trust and confidence of the latter in the former and that **CSU Ampayon Campus** shall have the right to terminate the Contract in case of loss of said trust and confidence in **CONTRACTOR**, upon thirty (30) days prior written notice therefore to **CONTRACTOR**.

2. The **CSU Ampayon Campus** shall have the right to terminate the Contract, after a thirty (30) days written notice therefore to the **CONTRACTOR** on the following grounds:

  
MAXIMINO M. AMAMIO  
Witness

  
JANICE M. MIRA, MIRA  
General Manager

  
ARPIE LELIA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

  
ANTHONY M. PENASO, Ph.D.  
University President

# CONTRACT AND AGREEMENT

FOR THE

## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

- a. When the **CONTRACTOR** has willfully and intentionally through negligence caused irreparable damage to the prestige of any vital interest of the **CSU Ampayon Campus**, great destruction of **CSU Ampayon Campus** properties and equipment, or great economic loss by personal participation of non-performance of his duties and responsibilities.
- b. When the **CONTRACTOR** violated other obligation required under this Contract and refused to comply and/or remedy the violation within reasonable period given the **CSU Ampayon Campus**.
- c. When the **CONTRACTOR** fails to pay the salaries of any janitor/janitress in accordance with Annex "A" of the contract for two consecutive billing periods without just cause.
- d. When upon result of the audit findings, **CSU Ampayon Campus** finds the **CONTRACTOR** resorting to unauthorized, illegal, involuntary and unreasonable deductions, resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.
- e. When **CSU Ampayon Campus** finds the **CONTRACTOR** to have failed in their obligation to any of its janitor/janitress based on the contract with **CSU Ampayon Campus**, thus, affecting the state of morale and efficiency of the entire janitorial force.
- f. When **CONTRACTOR** increased or decreased the number of janitor/janitress without written approval of the **CSU**.

3. The **CSU Ampayon Campus** as its interest may require, shall have the right to cancel or terminate the award of this Contract when the **CONTRACTOR**, upon written notice, fails to comply any or all of the following, before the initial posting:

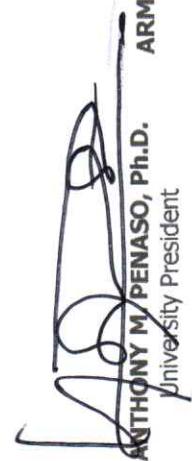
- a. Present physically to the **CSU Ampayon Campus** all the equipage requirement under this Contract, including the list of names of janitors/janitress to be posted: and /or
- b. Provide the performance security as required under this Contract within the reasonable period prescribed by the **CSU Ampayon Campus**.

4. The **CSU Ampayon Campus** may, without incurring any liability, and as its interest may require, terminate the contract in whole or in part, at anytime, at its convenience by written notice sent to the **CONTRACTOR**. The notice of termination shall specify that such termination is for the **CSU Ampayon Campus** convenience and state the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

  
MAXIMIANO M. AMAMIO  
Witness

  
JANICE NILDA A. MIRA  
General Manager

  
ARMIE LETILA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

  
ANTHONY M. PENASO, Ph.D.  
University President

# CONTRACT AND AGREEMENT

FOR THE

## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

### ARTICLE X RIGHTS OF CONTRACTOR TO TERMINATE CONTRACT

The **CONTRACTOR** shall also have the right to cancel or terminate the contract upon serving a thirty (30) days written notice to **CSU Ampayon Campus**, base on reasonable grounds.

  
MAXIMIANO M. AMAMIO  
Witness

### ARTICLE XI WARRANTY CLAUSE

The **CONTRACTOR** hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and **CSU Ampayon Campus** official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commissions; that the **CONTRACTOR** will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the **CSU Ampayon Campus** and to the relatives within the 3<sup>rd</sup> degree of consanguinity of affinity of **CSU Ampayon Campus** officials who are directly and/or indirectly involved in the Contract awards or project prosecution; and that if any commission is being paid to a private person, he shall disclose the name of the said person and the amount being paid; and that any violation of this warranty shall constitute a sufficient ground for the rescission for cancellation of this Contract or the reduction from the contract price of the consideration or commission paid without prejudice to the filing of civil or criminal action under the Anti-Graft Law and other applicable laws against the **CONTRACTOR** and/or his representative and **CSU Ampayon Campus** official /employee.

  
JANICE NILDA A. MIRA  
General Manager

### ARTICLE XII VALIDITY CLAUSE

If any term or condition of This Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

### ARTICLE XIII VENUE OF ACTION AND COURT LITIGATION

The parties hereto hereby agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively the proper court of Butuan City, Philippines only.

In case of Court litigation arising out of any violation of the terms and conditions of this Contract by **CONTRACTOR**, or any cause arising there from, the amount of twenty percent (20%) of the value of award made by the Court shall be paid by **CONTRACTOR** to CSU by way of attorney's fees and other expenses of litigation but in no case shall such amount for attorney's fees and other expenses of litigation be less than P50, 000.00.

  
ANTHONY M. PENASO, Ph.D.  
University President

  
ARMIE LEILA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

# CONTRACT AND AGREEMENT

FOR THE

## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

### ARTICLE XIV DURATION

This Agreement shall take effect on the actual date of posting as certified by the Authorized Unit(s) of the **CSU Ampayon Campus** and shall continue for one (1) year unless otherwise cancelled and/or terminated by the **CSU** upon serving thirty (30) days advance written notice to the **CONTRACTOR** of its intention to terminate the contract; provided that the **CONTRACTOR** may terminate the contract only upon reasonable ground and with notice to the **CSU Ampayon Campus**;

IN WITNESS WHEREOF, the parties hereto have signed this presence on this \_\_\_\_ day of February 2022 in Butuan City Philippines.

CSU

UNITED FIELD SEA WATCHMEN AND  
CHECKERS AGENCY (UFSWCA)

By:

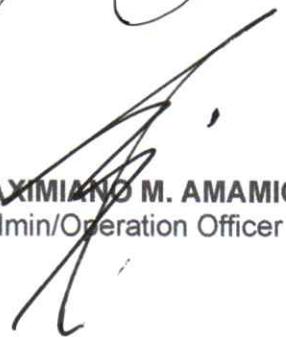
  
ANTHONY M. PENASO, Ph.D.  
University President

By:

  
JANICE NILDA A. MIRA  
General Manager

SIGNED IN THE PRESENCE OF:

  
ARMIE LEILA M. MORDENO, DPA, CSEE  
Vice President for Administration

  
MAXIMIANO M. AMAMIO  
Admin/Operation Officer

# CONTRACT AND AGREEMENT

FOR THE

## PROVISION OF JANITORIAL SERVICES FOR THE OPERATION OF THE UNIVERSITY 2022

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF BUTUAN ) S.S.

BEFORE ME, a Notary Public, for and in the City of Butuan, Agusan del Norte, Philippines, on this \_\_\_\_\_ personally appeared:

Name	Valid ID No.	Place Issued	Date Issued
ANTHONY M. PENASO, Ph.D.	EC2046341	DFA, Butuan City	Sep. 05, 2014
JANICE NILDA A. MIRA	CTC#0179733	Butuan City	Jan. 16, 2018

known to me and to me known to be the same persons who executed the foregoing instrument as:

Position	Company	Valid ID No.	Place Issued	Date Issued
University President	Caraga State University	EC2046341	DFA, Butuan City	Sep. 05, 2014
General Manager	UFSWCA	CTC#0179733	Butuan City	Jan. 16, 2018

and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act of the corporation they represent.

The foregoing instrument refers to a Contract for the Janitorial Services for the Caraga State University consisting of fifteen [15] pages including the page on which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof.

FEB 14 2022

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of February, 2022 at Butuan City, Agusan del Norte, Philippines.

Doc. No. 334  
Page No. 17  
Book No. XVI  
Series of 2022: \_\_\_\_\_

ATTY. NELBERT T. POCCO  
Notary Public  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2021

Rm. 103, C & C Bldg.,

J.C. Aquino Ave., Butuan City

Roll No. 31274

Serial No. 15-01-2020

IBP No. 156307, 02-01-2021, Bldg. C

PTR No. 2031129, 01-07-2021, Bldg. C

TIN No. 144-461-745

MCLE Compliance No. VI-000771

Issued on March 12, 2022 Page 15 of 15

EXTENDED UNTIL JUNE 30, 2022

PURSUANT TO B.M. NO. 3795

MAXIMIANO M. AMAMIO  
Witness

JANICE NILDA A. MIRA  
General Manager

ARMIE LETLA MONTILLA-MORDENO, DPA, CSEE  
Vice President for administration

ANTHONY M. PENASO, Ph.D.  
University President