

3-YEAR INDOOR JANITORIAL SERVICES AGREEMENT

THE PUBLIC IS INFORMED:

CULTURAL CENTER OF THE PHILIPPINES, a government-owned and controlled corporation duly existing by virtue of Presidential Decree No. 15, as amended, with principal office at Roxas Boulevard, Pasay City, represented by its President, ARSENIO J. LIZASO, duly authorized for this purpose under Board Resolution No. L-279 Series of 2017 (copy of which is hereto attached as Annex "A" and made an integral part hereof), hereinafter referred to as the "CCP".

and

LSERV CORPORATION, a private corporation organized and existing under Philippine Law, with office at Units C & D, 21st floor, Petron Mega Plaza, 358 Gil Puyat Ave., Makati City represented herein by its Chief Operating Officer, JOSEPH V. ANGELES, who is duly authorized per Secretary's Certificate dated April 20, 2021 hereinafter referred to as the "CONTRACTOR". A copy of said Resolution is hereto attached as Annex "B" and made as integral part hereof.

ANTECEDENTS:

The current contract for indoor janitorial services will expire on 15 July 2021;

On April 15, 2021, the CCP Bids and Awards Committee (CCP-BAC) conducted a pre-bid conference for the procurement of a new indoor janitorial contract;

The bidding for the contract was conducted on April 29, 2021 and after the opening of bids and post evaluation by the Technical Working Group and CCP-BAC, the CONTRACTOR was found to have submitted the lowest responsive bid;

In its Resolution No. 03-2021 dated 20 May 2021, the CCP-BAC recommended the award of the contract to the CONTRACTOR in the amount of THIRTEEN MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIFTEEN PESOS AND 60/100 (Php 13,875,015.60) which recommendation was approved by the CCP President.

ACCORDINGLY, the parties hereby agree as follows:

ARTICLE I SCOPE OF WORK

The CONTRACTOR shall supply all materials, labor, equipment, supervision and related services necessary for the proper maintenance of the CCP Building, Production Design Center, Black Box Theater, CCP Bay Terminal, Folk Arts Theater (on call only), FAT-Executive Wing and Admin & Finance Building. Specifically, the CONTRACTOR shall be responsible for the following:

1.1. Coverage

- 1.1. floors
- 1.2. walls
- 1.3. partitions
- 1.4. glass surfaces
- 1.5. ceilings
- 1.6. windows
- 1.7. mirrors
- 1.8. restrooms
- 1.9. waste containers
- 1.10. door, door knobs/handles
- 1.11. furniture
- 1.12. fixtures

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- 1.13. brass letters
- 1.14. stairs, hallways and fire escapes
- 1.15. elevators and escalators
- 1.16. chandeliers
- 1.17. driveways and outside stairways
- 1.18. indoor plants
- 1.19. nursery
- 1.20. rehearsal spaces
- 1.21. theatres
 - theater seats including brass letterings
 - auditorium and its floors and stair case steps
 - dressing rooms
 - VIP lounge
 - LRK room
 - Holding room
 - stage and backstage
 - catwalks
 - deco-mesh

- 1.2. To accomplish the work required, the CONTRACTOR obligates itself to undertake the following general operation plan:

Daily Routine Operations

During Normal Situation

- 1.2.1. Vacuum and spot shampoo all carpets installed at theatre auditoriums, staircase, hallways, lobbies, offices and function rooms;
- 1.2.2. Empty waste containers, cigarette bins, and other receptacles at least twice a day, preferably before the end of every shift, then implement solid waste management plan of the CCP, to segregate solid waste into biodegradable (for collection and disposal by another service contractor) and non-biodegradable/recyclables (for endorsement to Property & Supply Division);
- 1.2.3. Keep all corridors, lobbies, entrances and stairways free of obstructions;
- 1.2.4. Clean, wash, spray and sanitize all restroom cubicles, urinals, sinks, commodes, and washrooms inside the building, including walls and floorings;
- 1.2.5. Provide janitorial assistance during conferences, seminars, official meetings, performances, cocktails and other official shows/events which require set-up/strike down from time to time;
- 1.2.6. Act as custodian of the housekeeping supplies and materials (paper towels, tissues, table clothes, seat covers, cleaning agents), and equipment (tables, chairs, stanchion post/cord, and other cleaning gadgets) required in everyday performances/events. Losses shall be replenished and/or replaced accordingly by the contractor;
- 1.2.7. Monitor and maintain the good condition of all accessories and other installations in all restrooms. Report and mend any defects found therein as soon as possible and report any unusual situation;
- 1.2.8. Implement plant decorations for all restrooms, hallways, entrances, offices and plant set-up for performances/events;
- 1.2.9. Report and coordinate with different CCP departments, as well as other contracting agencies regarding housekeeping concerns (water leaks, foul odor, damage to property or vandalism) and security and safety concerns (smoke, fire, suspicious individuals or left-behind packages, etc.);
- 1.2.10. Maintain indoor plants through watering, fertilization and other related activities. (Contractor may bring-in-indoor plants for decorative purposes and bring-out withered plants for replacement);
- 1.2.11. Assist in the installation, packaging, storage, delivery and pick-up of artwork, musical instruments, stage sets, office furniture and fixtures, supplies and/or records and other related materials;
- 1.2.12. Provide assistance in the operation of the photocopying machine for reproduction of official documents;

- 1.2.13. Render assistance in the application of cockroach gel inside the office tables, dividers and cabinets (as per request);
- 1.2.14. Assist in the replacement of rat traps, removal of dead rats and stray cats within the building;
- 1.2.15. Perform other janitorial tasks as may be assigned from time to time;

During Pandemic Period:

- 1.2.16. Refill the foot bath in the building entrance with disinfection solution, upon start of duty in the morning and afternoon shift or as necessary;
- 1.2.17. Clean the foot bath and rug after office hours in the afternoon, ready to be used in the next day;
- 1.2.18. Clean, replenish/refill alcohol dispensers located at the entrance of the building.
- 1.2.19. Sweep, mop, polish, spot scrub, buff and/or push brush floors of offices, theatres (auditorium, lobbies, stage, backstage, dressing rooms, function rooms), VIP lounge, hallways, stairs, entrances, corridors and basement, every two (2) hours or as the need arises;
- 1.2.20. Clean, dust, damp-wipe, and/or polish glass doors, glass partitions, mirrors, windows, furniture, fixtures panel sills, counters, walls, railings, brass attachments, door handles, elevators, escalators and other vertical and horizontal surfaces, every 30 minutes or as the need arises;
- 1.2.21. Sanitize frequently touched surfaces such as door knobs/handles, handrails, bundy card rack, elevator buttons, counters and used tables and chairs, at least every 30 minutes;
- 1.2.22. Clean and sanitize hallways/floors at least every two (2) hours or as necessary;
- 1.2.23. Disinfect the vehicle used as shuttle service of employees, after every trip, as precautionary measure against COVID 19;
- 1.2.24. All janitorial staff assigned to the offices shall wear the appropriate PPE during duty hours (face mask, face shield and hand gloves) and to observe physical/social distancing within the premises to prevent the possible transmission of the virus.

Weekly Operations:

- 1.2.25. Conduct general cleaning, waxing, polishing of furniture and fixtures, counters and other areas as enumerated in the preceding sections except items or equipment that requires specialized maintenance;
- 1.2.26. Conduct general cleaning, washing, scrubbing, waxing and polishing of floors;
- 1.2.27. Conduct general cleaning, sanitation and disinfection of all restrooms, bathrooms, washrooms, and washing of windows and glass panels that require cleaning;
- 1.2.28. Render assistance in the weekly scheduled fogging and spraying/sanitation services;
- 1.2.29. Clean and disinfect all wall-mounted devices in the restrooms;
- 1.2.30. Vacuum-up any dirt or debris that can't be removed by hand;
- 1.2.31. Deliver purified water containers and pick-up empty containers from different offices;
- 1.2.32. Do the laundry of table cloth, linen and seat covers;
- 1.2.33. Conduct general cleaning of concrete passageways of entrances, staircase and emergency exits;

Monthly Services:

- 1.2.34. General cleaning of ceilings, inside/outside glass surfaces, stage and backstage, dressing rooms, rehearsal halls, VIP lounge, LRK room (Greenroom) and FOH guest room;

- 1.2.35. General shampooing and vacuum cleaning of all carpet installations;
- 1.2.36. Assist in the monthly pest and termite control services within CCP-owned buildings;

Yearly Services:

- 1.2.37. General cleaning of chandeliers, theatre auditorium, deco-mesh and catwalk;
- 1.2.38. Provide augmentation of janitors for Library as needed;

1.3. Deployment Schedule

- 1.3.1. The Contractor shall deploy its personnel from 8 AM to 5 PM, 6 AM to 3 PM and 1 PM to 10 PM and any change in the schedule shall be approved by CCP. The Contractor shall provide service for seven (7) days, Monday to Sunday. Each personnel shall render an eight (8) hour duty per day, with one (1) day-off. Monthly deployment schedule of personnel shall be posted by the General Services Division;
- 1.3.2. Overtime services by the janitors is subject to availability of funds and shall be rendered only upon request and written approval by the General Services Division

1.4. Duties and Responsibilities of Contractor

A. Manpower requirements:

- 1.4.1. Provide thirty-seven (37) janitorial personnel (at least high school graduate) with a minimum of six (6) months janitorial work experience, preferably twenty-four (24) male and thirteen (13) female ;
- 1.4.2. Provide two (2) full time supervisors (male or female) with a minimum of six (6) months supervisory experience (time scheduling, assigning and tasking of personnel, coordination with various offices, and maintaining over-all housekeeping chores);
- 1.4.3. Provide at its own expense, CCP duly approved uniforms with belt bags containing basic cleaning tools, proper IDs as well as time cards to all its employees assigned to and deployed at CCP;
- 1.4.4. Submit an updated personal data sheet of all personnel assigned to CCP and guidelines on employee code of discipline and conduct together with the schedule of penalties;
- 1.4.5. Assign personnel who are physically, emotionally and mentally fit, disciplined, decent, of good moral character, honest, reliable, competent, with cooperative disposition, and in no relation by consanguinity or affinity with each other and with CCP officers/employees;
- 1.4.6. Submit to CCP, prior to entry, a copy of NBI and Police Clearance, medical certificate confirming a negative result on COVID-19 through RT-PCR test, PTB, prohibited drugs of all assigned janitorial personnel. However, during contract implementation, COVID-19 testing may be conducted on specified dates, depending on the recommendation of the CCP Health and Safety Committee and approval of the CCP Management;
- 1.4.7. Absorb at least fifty (50%) of personnel from the present contractor as recommended by the CCP;
- 1.4.8. Replace immediately personnel who shall be found incompetent, dishonest, inefficient, and undesirable or whose services are unsatisfactory, upon written notice of the CCP. Replacement workers/relievers must also possess the above qualifications;
- 1.4.9. Ensure that all personnel shall at all times wear their proper and clean uniform, identification card, face mask, and face shield, while on duty;
- 1.4.10. Advise CCP within a reasonable time thereafter, of the cause or causes of removal or separation from the service of any of its personnel;
- 1.4.11. Guarantee each personnel a pay rate not lower than the minimum wage rate and provide other remuneration as provided for in the Philippine Labor Code and other existing social legislation, and as indicated in the CONTRACTOR's detailed bid;

- 1.4.12. Present all potential hirees for approval or disapproval of the CCP's duly designated or authorized representative. There shall be no posting without approval of the CCP. Remuneration of unauthorized or disapproved posting shall be disallowed;
- 1.4.13. Ensure availability of all personnel as well as reliever staff to cover absent personnel, supplies, tools and equipment at all times, as enumerated herein and specified in the contract;

OTHERS:

- 1.4.14. Contractor shall disburse salaries, night differential, holiday pay and overtime pay of personnel, on time, through the use of an ATM facility;
- 1.4.15. Secure the necessary permits and licenses to operate and perform its undertaking herein;
- 1.4.16. Pay for all taxes and fees which are due or may become due to the local and national government on account of the Contractor;
- 1.4.17. Remit monthly SSS payments and other appropriate payments on time, as provided for in the Labor Code of the Philippines and other social legislations;
- 1.4.18. Post a yearly Performance Bond in accordance with RA 9184 at the rate of thirty (30%) of the contract price in the form of surety bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission, or five percent (5%) of the contract price in the form of Cash, Manager's/Cashier's Check/Bank Draft/ Bank Guarantee or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. The performance security bond shall remain effective during each one-year term of the contract to answer for whatever obligations/liabilities the contractor may incur or which it may owe to its employees/personnel;
- 1.4.19. The contractor shall submit the following for processing of payments:
 - 1.4.19.1. Bi-monthly billing statements and its supporting documents at least one month after rendering service;
 - 1.4.19.2. Proof of monthly remittances of SSS, Philhealth, Pag-ibig premiums, ECC and E-Credit from the depository bank as reference;
 - 1.4.19.3. All deductions should be enumerated or reflected in the pay slip (medical, uniforms, insurance, etc.);
 - 1.4.19.4. Copy of time records, summary of attendance, pay slips, signed by the employees, duly certified by the authorized representative of the Contractor and concurred by the authorized representative of CCP; and
 - 1.4.19.5. Other documents as may be required by the CCP;
- 1.4.20. The contractor shall provide equipment and materials needed for the performance of the work during the contract period. CCP shall not be liable to contractor for any damage or lost of the tools, equipment or materials needed for the duration of the Agreement. Damaged or lost tools, equipment or materials, should be replaced immediately to avoid interruption of work. Undelivered or non-replacement of the defective equipment or materials shall have a penalty of P1,000.00 per day per equipment/material, to be deducted from the regular bi-monthly billings.
- 1.4.21. Cleaning supplies and materials should be delivered as scheduled. Late, incomplete deliveries or non-delivery of supplies and materials on scheduled days of delivery shall have a penalty of P500.00 per day per material, to be deducted from the regular monthly billings;
- 1.4.22. Provide a bundy clock for the exclusive use of all janitorial personnel together with bundy cards to record their official duty hours;
- 1.4.23. CONTRACTOR's personnel shall be entitled to overtime pay for services rendered beyond eight (8) hours per day based on the Authority Form duly signed and approved by the authorized representative of CCP. Overtime pay shall be based on the daily minimum wage plus premium as provided under the Labor Code of the Philippines. The CONTRACTOR shall bill CCP based on personnel's daily minimum wage plus administrative fee of four percent (4%) and twelve percent (12%) VAT. A separate monthly billing

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statement for overtime shall be submitted by CONTRACTOR; (See ANNEX A "COMPUTATION")

- 1.4.24. Should there be any wage increases by virtue of a law, executive order or any similar issuance, the CONTRACTOR may request CCP for the corresponding adjustments in the contract price subject to government accounting and auditing rules and regulations, however, there shall be no additional charges in administrative cost and profit margin. Likewise, salary adjustment on janitorial personnel shall be implemented. Non-compliance by the contractor on the payment of mandatory wage rate and benefits package as provided for in the Labor Code of the Philippines shall be a ground for termination of contract;
- 1.4.25. The contract price shall be reduced proportionately in the event the CONTRACTOR fails to provide the required number of personnel or if any personnel works under 8 hours per shift. CCP may also request for the deployment of additional personnel or a reduction of the number of assigned personnel as exigencies require and the Contract price shall be adjusted accordingly.
- 1.4.26. Should CCP request for additional personnel (augmentation) to work for a certain period of days but less than a month within the contract period, the CONTRACTOR shall bill CCP based on the daily wage plus COLA, plus 10% administrative cost, profit margin based on the submitted bid quotation, plus 12% VAT. A separate billing statement for such services shall be submitted by CONTRACTOR; (See ANNEX A "COMPUTATION")
- 1.4.27. Should the additional personnel (augmentation) work for period of two (2) months or more, the same scheme shall apply as stated in section 6.26 but to include a prorated cost on 13th month, 5-day incentive, SSS, Philhealth, Pag-ibig, and ECC. A separate billing statement for such services shall be submitted by CONTRACTOR. (See ANNEX A "COMPUTATION").
- 1.4.28. Any payment for the services rendered by CONTRACTOR'S personnel shall be subject to government accounting and auditing rules and regulations.
- 1.4.29. Assist in the general cleaning of CCP Art Collections (with the supervision of Visual Arts Office for basic handling and care).
- 1.4.30. Provide at least three (3) full-body safety harness with Bureau of Product Standard markings, to be used by janitorial staff who will do the cleaning of deco-mesh, catwalk and chandeliers
- 1.4.31. Subject to CCP's yearly performance evaluation, the Contractor should maintain a Satisfactory rating for the duration of the contract.

1.5. Provision of Equipment/Equipment Requirement

The CONTRACTOR shall supply the following:

QTY	Description	QTY	Description
9	Floor polishers, heavy duty, 16" diameter, 0.75hp, high speed (180 rpm) with round rubber bumper to prevent marks on walls, pad size 16", holder size 16" with bracket.	1	Pruning shears (heavy duty)
2	Floor polisher, heavy duty, 1.5 hp, 20" diameter, high speed (175 rpm), with round rubber bumper to prevents marks on walls, pad size 20", brush and holder size 20" with bracket.	12	Electrical extension wire, Royal Cord size 12, with 2-gang C.O., 25 meters length each
1	Floor polisher, heavy duty, 0.75 hp, 10" diameter, high speed (180 rpm), with round rubber bumper to prevent marks on walls, pad size 10", holder size 10", with bracket	4	Glass squeegee, straight blade soft of 12" width and with pole extender of variable length up to 20 feet, (durable) rubber refill included.
6	Plastic water drums/containers, 50 gals.per drum, approximate capacity.	4	Trash bins, 50 gals. each capacity, with cover and hard plastic wheels.

QTY	Description	QTY	Description
12	Plastic bucket/wringer combination yellow color with multilingual "CAUTION" imprint. Bucket shall have a sediment screen to trap dirty residue, non-marking and non-rusting caster	5	Dust Control mop, 910mm wide, sturdy metal frame swivel, highly resilient and durable modacrylic fibres capture dirt, lint and dust
12	Utility bucket pails, round 12" dia. X 11 1/4" height, 13.2 ltrs. per bucket Approx. capacity	2	Carpet blower/dryer, heavy duty
1	Electric portable pressure washer (60-70 psi), with wheels, with 50 meters hose, and nozzle.	7	Rechargeable LED flashlights with at least 5-8 hrs. operation each, heavy duty
12	Floor Signs "CAUTION" imprint, 2-sided Yellow Color, size: 25" or 63.5cm height (open foldable)	1	3-arm rotary garden sprinkler, heavy duty
4	Portable Hand-held two-way radio with license, charger, headset, NTC certificate and frequency, preferably Motorola brand	9	Glass wiper 12" width with more or less 15" length handle.
2	Rubber hose, 50m, size: 3/4" in dia., heavy duty	1	ICAPSOL interim cleaner, preferably KARCHER Brand Model BRS 43/500C
8	Vacuum cleaners, heavy duty with wet and dry capacity (preferably Karcher brand).	1	Power brush, preferably KARCHER brand Model PW 30/1
1	Carpet extractor/shampooer/dryer, preferably KARCHER brand Model Puzzi-200	1	Electric Bundy Clock with key lock
1	Multi- purpose Aluminum ladder, size: 2.93 meters – 5.93 meters in height and 6.3 kg – 10.4 kg. in weight	9	Glass wiper 12" width with more or less 15" length handle.

The CCP agrees to provide CONTRACTOR with the necessary secured storage space for the equipment and materials needed for the performance of the work. CCP shall not be liable to CONTRACTOR for any damage or loss of the tools, equipment or materials needed for the duration of the Agreement. Damaged or lost tools, equipment or materials shall be immediately replaced by CONTRACTOR to avoid interruption of work. CONTRACTOR shall provide the equipment and materials for the performance of its duties and responsibilities.

1.6. List of Materials/Supplies

The CONTRACTOR shall also supply the following:

MONTHLY

QUANTITY	UNIT	DESCRIPTION
5	gals	Carpet Shampoo preferably diversey
1	gal.	Carpet stain remover (wool safe extraction cleaner) preferably Diversey
5	gals.	Emulsion Wax preferably Diversey
3	gals.	Complete Sealer Wax (Vinyl) preferably diversey
3	gals.	Toilet Bowl Cleaner/Go Getter preferably Diversey
5	gals.	Wax stripper/step off preferably diversey
30	cans (500ml)	Disinfectant spray preferably Lysol (lemon scent) 500ml
2	gals.	Solvent red wax preferably Diversey

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QUANTITY	UNIT	DESCRIPTION
5	cans	Domex disinfectant 1 liter / can
10	gals.	Bleach preferably Zonrox
2	gal.	Fabric conditioner preferably downy
2	gals.	Furniture polish (shine-up liquid) preferably Diversey
6	packs	Powder soap, all purpose 10kls./pack
3	pcs.	Polishing pad 16" white
2	pcs.	Buffing pad 16", red
2	pcs.	Scrubbing pad 16", green
1	pcs.	Stripping pad 16", black
35	pcs.	Scouring pad (3M)
4	doz.	Deodorant cake preferably Albatross
20	pcs.	Mop head (cotton, thick) 400g
10	reams	Steel wool for polisher preferably penguin
35	pairs	Rubber hand gloves, chemical resistant, heavy duty
35	cls.	Cotton rug, round (double ply)
35	yards	Dust cloth (pranela)
1	can	Multi insect killer odorless preferably Baygon ml.

QUARTERLY

QUANTITY	UNIT	DESCRIPTION
2	gals.	Terranova crystallizer, preferably Johnson & Johnson
5	cans	Metal polish 150ml
15	cans	Air freshner aerosol 320ml
30	pcs.	Soft broom preferably made in Baguio
15	pcs.	Stick broom
35	blls.	Spray bottle gun preferably Home gallery
15	pcs.	Open dust pan
35	Pcs.	Fish net scrub for upholstered cleaning

SEMI-ANNUAL

QUANTITY	UNIT	DESCRIPTION
35	pcs.	Spatula/Dirt Scraper 1"
2	sets	Polishing pad 20", with bracket
9	pcs.	Polishing brush 16"(4 pcs. kabonegro, 5 pcs. Nylon)
2	pcs.	Polishing brush 20"(1 pc. kabonegro, 1pc. Nylon)
10	pcs.	Toilet bowl brush with plastic handle and holder
12	pcs.	Toilet rubber plunger, black (de-clogger)
2	gals.	Dirt stain remover preferably Diversey
1	Gal.	Glass stain remover (acid rain) preferably Diversey
24	pcs.	4 ft. long map handle (plastic/aluminum)
8	pcs.	Carpet sweeper with dust pan (medium)
5	pcs.	Carpet broom
1	gal.	Muriatic acid (for household)
1	Box	Baking soda (1kl/box)
1	Kl.	Oxalic

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QUANTITY	UNIT	DESCRIPTION
5	pcs.	Dust/control mop 910mm wide, heavy duty
5	Pcs.	Mop head for dust/control mop
2	pcs.	Polishing pad holder 20" with bracket
9	pcs.	Polishing pad holder 16" with bracket
1	set	Garden hand tools kit (transplant trowel, trowel, hard fork and hand rake)
1	pc.	Fan rake (PVC) 18"-20" wide
1	pc.	Extendable pruning shears
1	pc.	Spade, heavy duty
1	pc.	Gardener's poncho (raincoat)
1	pc.	Garden scissors - Big
1	pair	Gardener's boots
8	pcs.	Ceiling broom with 20 ft. Long handle
2	pcs.	Heavy duty aluminum utility knife 18mm preferably olfa with 2 extra blades
1	pc.	Water sprinkler (lagadera), heavy duty

1.7 PENALTY

- 1.7.1 The contractor shall provide equipment and materials needed for the performance of the work during the contract period. CCP shall not be liable to contractor for any damage or lost of the tools, equipment or materials needed for the duration of the Agreement. Damaged or lost tools, equipment or materials, should be replaced immediately to avoid interruption of work. Undelivered or non-replacement of the defective equipment or materials shall have a penalty of P1,000.00 per day per equipment/material, to be deducted from the regular bi-monthly billings.
- 1.7.2. Cleaning supplies and materials should be delivered as scheduled. Late, incomplete deliveries or non-delivery of supplies and materials on scheduled days of delivery shall have a penalty of P500.00 per day per material, to be deducted from the regular monthly billings

ARTICLE II
CONTRACT PRICE / MANNER OF PAYMENT

- 2.1. For and in consideration of the foregoing services to be rendered by CONTRACTOR to the CCP, the latter shall pay to the former the annual rate of **TWELVE MILLION NINE HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED NINETEEN PESOS AND 72/100 CENTAVOS**, (Php 12,986,619.72) VAT inclusive, plus the 13th month pay and the 5-day service incentive leave in the amount of **EIGHT HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED NINETY-FIVE PESOS AND 88/100 CENTAVOS** (Php 888,395.88) VAT inclusive, which will be paid to CONTRACTOR in full at the end of each year after proof of payment by CONTRACTOR to its personnel is submitted to the CCP;
- 2.2. All billings shall be accompanied by a summary of daily time sheet and/or records of attendance of each janitor, duly signed by them, certified by a responsible employee of CONTRACTOR and concurred in by a designated official of the CCP;
- 2.3. CONTRACTOR's personnel shall be entitled to overtime pay for services rendered beyond eight (8) hours per day provided these are covered by the Authority Form signed by the authorized representative of CCP. Overtime pay shall be based on the daily minimum wage plus premium as provided under the Labor Code of the Philippines. The CONTRACTOR shall bill CCP based on personnel's daily minimum wage plus administrative fee of four percent (4%) and twelve percent (12%) VAT. A separate monthly billing statement for overtime shall be submitted by CONTRACTOR; (See ANNEX A "COMPUTATION")
- 2.4. Should there be any wage increases by virtue of a law, executive order or any similar issuance, the CONTRACTOR may request CCP for the corresponding adjustments in the contract price subject to government accounting and auditing rules and regulations, however, there shall be no additional changes in administrative cost and profit margin.

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- 2.5. The contract price shall be reduced proportionately in the event the CONTRACTOR fails to provide the required number of personnel or if any personnel works under 8 hours per shift. CCP may also request for the deployment of additional personnel or a reduction of the number of assigned personnel as exigencies require and the Contract price shall be adjusted accordingly.
- 2.6. Should CCP request for additional personnel (augmentation) to work for a certain period of days but less than a month within the contract period, the CONTRACTOR shall bill CCP based on the daily wage plus COLA, plus 10% administrative cost, 8% profit margin, plus 12% VAT. A separate billing statement for such services shall be submitted by CONTRACTOR; (See ANNEX A "COMPUTATION")
- 2.7. Should the additional personnel (augmentation) work for period of two (2) months or more, the same scheme shall apply as stated in section 2.6 but to include a pro rated cost on 13th month, 5-day incentive, SSS, Philhealth, Pag-ibig, and ECC. A separate billing statement for such services shall be submitted by CONTRACTOR. (See ANNEX A "COMPUTATION").
- 2.8. Any payment for the services rendered by CONTRACTOR'S personnel shall be subject to government accounting and auditing rules and regulations.

ARTICLE III CONTRACT DURATION

- 3.1. This contract shall have a term of three (3) years commencing July 16, 2021 up to July 15, 2024. Any provision to the contrary notwithstanding the CCP shall have the right, power, and privilege to terminate this contract for any cause whatsoever without the need of judicial action by giving thirty (30) days written notice thereof to CONTRACTOR who hereby agrees to abide by the decision of the CCP.
- 3.2. The CCP shall have the sole option to renew this Agreement through written notice of such intent sent to the CONTRACTOR within thirty (30) days prior to the expiry date hereof under such terms and conditions as may be agreed upon between the parties provided that such renewal is permissible by law.

ARTICLE IV EMPLOYER-EMPLOYEE RELATIONSHIP


- 4.1. It is hereby agreed and understood that the CONTRACTOR is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the CONTRACTOR or his personnel or agents, on the other. Hence, the CCP shall not in any way be liable or responsible for any personal injury including death, or damage to property, sustained or caused by any of the employees of the CONTRACTOR in the performance of the CONTRACTOR's obligations and undertakings under this Contract. The CONTRACTOR shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by its personnel or employees under applicable laws and social legislation. The CONTRACTOR hereby holds the CCP and its officials free and harmless from any and all such claims and liability.

ARTICLE V PERFORMANCE SECURITY BOND

- 5.1. Upon the signing of this Contract, the CONTRACTOR shall post a Performance Bond in favor of CCP in accordance with the schedule prescribed in Section 39.2 of the Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, conditioned that the CONTRACTOR shall faithfully comply with its obligations under this Contract. The performance bond shall remain effective during each one-year term of the Contract.
- 5.2. The said bond shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of Republic Act No. 6715 and /or other applicable laws; or any liability which may be incurred by reason of the violation by the CONTRACTOR of the Labor Code of the Philippines and other social legislation. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.



Reviewed By:
OFFICE OF THE GENERAL COUNSEL
ENERGY CORPORATION



**ARTICLE VI
TERMINATION AND PAYMENT OF WAGES**

- 6.1. The CONTRACTOR shall notify the CCP before any of its employees assigned to CCP is separated from service or replaced and the reason thereafter. CCP may request for the replacement of any employee assigned to it if it deems that such employee is unfit to render the required services.
- 6.2. Non-compliance by the CONTRACTOR on the payment of mandatory wage rate and benefits package as provided for in the Labor Code of the Philippines, latest Wage Order and other existing legislation at the time both parties entered into this Contract or as paid by the CCP shall serve as a sufficient basis of the termination of this Contract.

**ARTICLE VII
REPRESENTATION AND WARRANTIES**

- 7.1. The CONTRACTOR hereby represents and warrants that:
 - 7.1.1. The services herein shall be performed in conformity with good indoor maintenance practices;
 - 7.1.2. It has all the requisite power, authority and capacity to enter into this Contract and to perform its undertakings and obligations according to the terms and conditions hereof;
 - 7.1.3. The execution and performance of this Contract does not and will not violate any provision of law, ordinance, executive or administrative order rule or regulation, or any judgment, order or decree of any court or government authority or any provision of a contract, agreement, instrument or transaction to which it is or will be a party;
 - 7.1.4. It shall not bring any unreasonable or unfounded action or suit intended to stifle, prevent, delay, stop or otherwise interfere with the exercise by the CCP of any of its rights and privileges under this Contract;
 - 7.1.5. It has taken all the necessary and proper governmental and/or legal action, and secured all necessary and proper approvals, clearances, permits and authorization for the execution and performance of this Contract;
 - 7.1.6. It has not given or promised to give any money, gift or benefit to any official or employee of the CCP to obtain/procure this Contract.

**ARTICLE VIII
INDEMNITY**

- 8.1. The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all liabilities, damages, expenses, losses, injuries including death due to the fault, negligence, act, omission, delay or conduct of the CONTRACTOR and/or its employees or agents in the performance of its undertakings and obligations under this contract;
- 8.2. The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all claims, suits, action and demand by reason of this Contract or its implementation, or non-observance by the CONTRACTOR of any law, ordinance, executive or administrative order, rule or regulation, or any term or condition of this Contract, except if the claims, suits, action and demand is due to the acts, omissions, fault and/or negligence of CCP.

**ARTICLE IX
LIQUIDATED DAMAGES / MISCELLANEOUS PROVISIONS**

- 9.1. In case of breach or violation by the CONTRACTOR of its obligations and undertakings under this Contract, the CONTRACTOR shall pay the CCP the sum of ONE HUNDRED FIFTY THOUSAND PESOS (Php150, 000.00) as and by way of liquidated damages. The damages herein provided are fixed and the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to said liquidated damages, the CCP may deduct the amount from any and all money and amounts due or which may become due to the CONTRACTOR under this Contract or any agreement and /or collect such amount from the CONTRACTOR's performance bond, whichever is convenient to

the CCP, and without prejudice to the CCP's remedies under this Contract or applicable laws;

- 9.2. Should the CCP be constrained to resort to court action in order to protect its rights and interest, the CONTRACTOR shall pay the CCP an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fees, plus the expenses of litigation recoverable under pertinent laws; provided, that the attorney's fees shall in no case be less than Fifty Thousand Pesos (Php50,000.00). Venue of such court action shall be exclusively laid in the proper courts of Pasay City;
- 9.3. Failure of the CCP at any time to enforce or demand performance of any or all of the terms and conditions of the Contract and contract documents shall in no way be construed as a waiver of such term(s) and condition (s), and shall not affect the validity and enforceability thereof or the right of the CCP to subsequently enforce or demand performance of such term(s) and condition(s);
- 9.4. Any amendment, alteration or modification of this Contract shall not be valid and binding unless and until made in writing and signed by the parties;
- 9.5. All the remedies provided for in this Contract shall be taken cumulatively, that is, in addition to each and other remedy provided herein or by law;
- 9.6. This Contract shall be binding upon the parties assigns and successors-in-interest; Provided, that the CONTRACTOR shall not sub-contract, assign, or transfer any or all of its rights and obligations hereunder to any third party without the prior written consent of the CCP;
- 9.7. This Contract defines, determines, and embodies the entire agreement between the parties and supersedes any prior or simultaneous agreement, arrangement and understanding made by and between them. This Contract may not be novated, changed, amended or modified except by agreement in writing signed by the parties hereto.

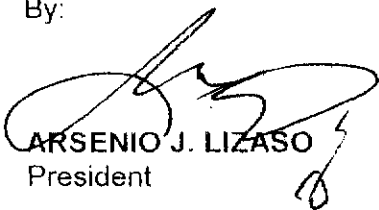
SIGNED BY THE PARTIES on this _____ day of JUL 13 2021 ^{MAKATI CITY} 2021 at the City of Pasay, Philippines.

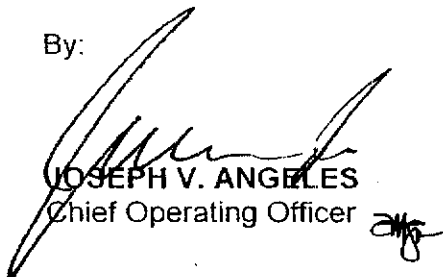
CULTURAL CENTER OF THE PHILIPPINES

LSERV CORPORATION

By:

By:

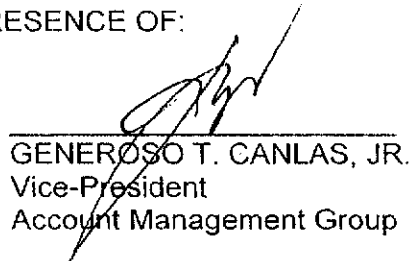

ARSENIO J. LIZASO
 President


JOSEPH V. ANGELES
 Chief Operating Officer

SIGNED IN THE PRESENCE OF:

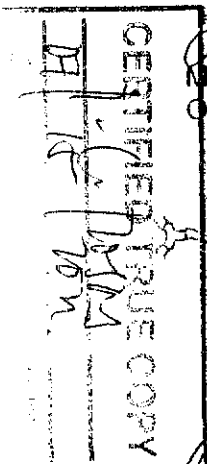


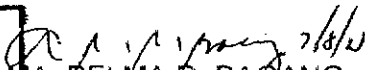
TERESA S. RANCES
 Department Manager
 Administrative Services Department



GENEROSO T. CANLAS, JR.
 Vice-President
 Account Management Group

Funds Available:




MA. BELMA R. BAGANG
 Officer-in-charge, FSD

	50212020 (08)	
2021	JULY 01 - DEC 31, 2021	6,859,381.94
BLR #		
2022	JAN. 01 - DEC. 31, 2022	13,875,015.60
BLR #	22-01-0003	
2023	JAN. 01 - DEC. 31, 2023	13,875,015.60
BLR #	23-01-0001	
2024	JAN. 01 - JULY 11, 2024	7,515,633.66
BLR #	24-01-0001	

ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY) S.S.

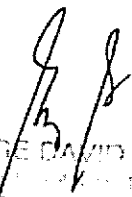
BEFORE ME, personally appeared:

Name	Identification Document	Date of expiry
ARSENIO J. LIZASO	Passport # P3126934B	December 7, 2029
JOSEPH V. ANGELES	Driver # N01-95-189658	December 8, 2023

known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the signatures they affixed confirm their voluntary act and the entities they represent.

SIGNED AND SEALED on JUL 13 2021 2021 in MAKATI CITY
 City.

Doc 118
 Page 25
 Book 139
 Series of 2021.


 ATTY. GEORGE DAVID D. SITON
 NOTARY PUBLIC FOR THE CITY
 APPR. NO. 1275252
 REG. NO. 684017/MGLE C/MAKATI CITY, REPUBLIC OF THE PHILIPPINES
 (BP O.R. No. 1275252)
 PTR No. 4532050
 EXECUTIVE BLDG. CENTER MAKATI AVE., 2ND FL., BORDER ST., MAKATI CITY



Reviewed By:
 OFFICE OF THE GENERAL COUNSEL
 JAV CORPORATION



ANNEX A "COMPUTATION"

OVERTIME RATE / HOUR WITH OT PREMIUMS Daily Rate + 4% Admin Fee + 12% VAT

	Supervisor	Staff
Direct Labor Cost		
Daily Rate	560.00	537.00
OVERTIME RATE / HOUR WITH OT PREMIUMS		
Regular Overtime Per Hour (Daily Rate x 1.25% x 4% Admin Fee x VAT 12%)	101.92	97.73
Special Holiday Overtime Per Hour (Daily Rate x 1.30% x 4% Admin Fee x VAT 12%)	106.00	101.64
Legal Holiday Overtime Per Hour (Daily Rate x 2% x 4% Admin Fee x VAT 12%)	163.07	156.37

ADDITIONAL PERSONNEL (AUGMENTATION) COMPUTATION (Less than 1 month) Daily Rate plus Daily COLA + 10% admin Fee + 8% Profit Margin + VAT 12%

	Supervisor	Staff
Daily Rate	560.00	537.00
Daily COLA	-	-
Total Daily Rate	560.00	537.00
Administrative Cost (10%)	56.00	53.70
Profit Margin (8%)	44.80	42.96
Billing Rate per day before VAT	660.80	633.66
Add: VAT 12%	79.30	76.04
Total Billing Rate per Day	740.10	709.70

ADDITIONAL PERSONNEL (AUGMENTATION) COMPUTATION (2 months or more) Daily Rate plus Daily COLA + 10% admin Fee + 8% Profit Margin + VAT 12% to include Pro-rated cost on 13th month, 5-days SIL, SSS, Philhealth, Pag-ibig and ECC

	Supervisor	Staff
Direct Labor Cost		
Number of days		
Daily Rate	393.50	393.50
a. Basic pay per month	560.00	537.00
b. COLA	18,363.33	17,609.13
Monthly pay per head	18,363.33	17,609.13
Indirect Labor Cost		
a. SSS Premium	1,480.00	1,440.00
b. PhilHealth	275.45	264.14
c. ECC	30.00	30.00
4. Pag-ibig	100.00	100.00
	1,885.45	1,834.14
OPERATING COST		
a. Admin/Overhead cost (10% DLC)	1,836.33	1,760.91
b. Profit Margin (8% DLC)	1,469.07	1,408.73
SUB-TOTAL PAY PER HEAD PER MONTH	23,554.18	22,612.91
TOTAL PAY PER HEAD PER MONTH		
Add 12% VAT	23,554.18	22,612.91
TOTAL MONTHLY BILLING RATE	2,826.50	2,713.55
	26,380.68	25,326.46
YEAR END BENEFITS		
5 Day Incentive		
13th month pay	233.33	223.75
BENEFIT PER HEAD PER MONTH	1,530.28	1,467.43
add 12% VAT	1,763.61	1,691.18
TOTAL MONTHLY BENEFIT	211.63	202.94
	1,975.24	1,894.12



Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION





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

SECRETARY'S CERTIFICATE

I, **CECILIA M. TUAZON**, the incumbent Assistant Corporate Secretary of **LSERV CORPORATION** (formerly "LBP Service Corporation") (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office and place of business at Unit C & D 21st Floor Petron Mega Plaza Building, Gil Puyat Avenue, 1200 Makati City, after having been duly sworn in accordance with the law, do hereby certify, depose and state that:

1. I am familiar with the facts herein certified and am duly authorized to certify the same.
2. The Board of Directors of the said Corporation unanimously approved the following resolutions during the **Regular Meeting of the Board of Directors** held on **April 8, 2021**, at which meeting a quorum was present and acting throughout, the following resolutions, which are recorded in the books of said Corporation, kept by me, and are in accord with and pursuant to the Articles of Incorporation and By-laws of said Corporation, and are now in full force and effect, to wit:

RESOLVED, that LSERV Corporation (the "Corporation") be authorized, as it is hereby authorized, and empowered to participate in the following biddings conducted by agencies indicated below:

Name of Agency	Title of Project	No. of Personnel	Amount of Contract	Date of Pre-bid Conference	Date of Bid Opening
xxx	xxx	xxx	xxx	xxx	xxx
Cultural Center of the Philippines (CCP)	Provision of 3-Year Janitorial Services (ITB No. 21-002)	39	PhP13,876,515.24	April 8, 2021	April 29, 2021
xxx	xxx	xxx	xxx	xxx	xxx

RESOLVED FURTHER, that **MR. JOSEPH V. ANGELES**, Chief Operating Officer, and/or **MR. GENEROSO T. CANLAS, JR.**, Vice-President, Account Management Group, Government Sector, acting singly, are hereby authorized and designated representatives of the Corporation, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Corporation in the bidding, including, signing, executing and delivering any and all contract/s, agreement/s, document/s and papers necessary and/or desirable relative thereto, as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all that the said representatives shall lawfully do or cause to be done by virtue hereof.

RESOLVED FURTHER THAT, the Corporation hereby authorizes its Chief Operating Officer and/or Vice-President, Account Management Group, Government Sector, to:

- (1) Execute a waiver of jurisdiction whereby the Corporation hereby submits itself to the jurisdiction of the Philippine Government and hereby waives its right to question the jurisdiction of the Philippine Courts;

Reviewed By:
 OFFICE OF THE GENERAL COUNSEL
 LSERV CORPORATION



(2) Execute a waiver that the Corporation shall not seek and obtain writ of injunctions or prohibition or restraining order against the procuring entity or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

[Signature page follows.]

A handwritten signature in black ink, appearing to be a stylized name, located on the left side of the page.

A second handwritten signature in black ink, located below the first signature.

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

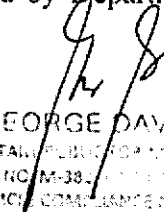


IN WITNESS WHEREOF, I have hereunto affixed my signature this day of APR 20 2021 at Makati City.

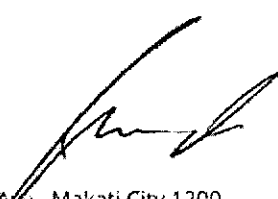

CECILIA M. TUAZON
Assistant Corporate Secretary

SUBSCRIBED AND SWORN TO before me on the date and place above-written, affiant exhibiting to me her Passport No. P4775875A duly issued by Department of Foreign Affairs (DFA), Manila, Philippines.

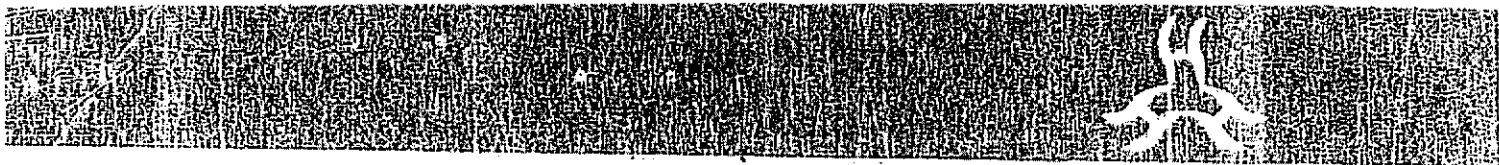
Doc. No. 232;
Page No. 48;
Book No. 96;
Series of 2021.


ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-382, ISSUED ON 03/31/2011
RCM NO. 68402/MC, COMPLIANCE NO. M-CO-0030-0-29-2019
I.D.P. O.A. No. 227951, ISSUED BY DEPT. OF JUSTICE, MAR 13, 2017
PTR No. 887615, REGION OF 2010, MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST. MAKATI CITY





Reviewed By: _____
OFFICE OF THE GENERAL C
LSERV CORPORATION



Cultural Center of the Philippines
OF COURSE, PATAKULTURA NG PILIPINAS

Annex "A"

REPUBLIC OF THE PHILIPPINES
QUEZON CITY

SECRETARY'S CERTIFICATE

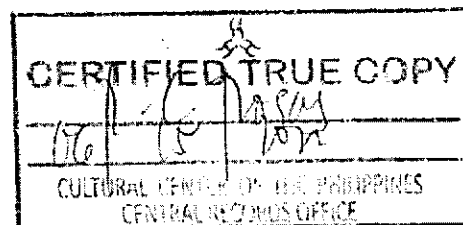
I BELEN O. SALUMBIDES, of legal age, single, with office address at the Office of the Government Corporate Counsel (OCCC), 3rd Floor, MWS Building, Katipunan Road, Balara, Quezon City, after having been sworn to in accordance with law, do hereby declare that I am the acting Corporate Secretary of the Cultural Center of the Philippines (CCP) and as such, do hereby certify that:

1. In the Regular Meeting of the CCP Board of Trustees held on 15 June 2017 at the CCP Boardroom, CCP Complex, Roxas Boulevard, Pasay City wherein a quorum was present and acted throughout, the Board of Trustees passed unanimously the following resolution to wit:

RESOLUTION ON ELECTION OF CCP PRESIDENT
CCP Board Resolution No. 279
Series of 2017

RESOLVED that, after an election of the CCP President by this Board held pursuant to its CCP Charter and its Implementing Rules and Regulations in relation to Section 18 of Republic Act 10149 or the OCCC Governance Act of 2011, Trustee Arsenio J. Lizaso, on the strength of the President of the Philippines, Rodrigo Roa Duterte's nomination as CCP's President and CEO, was unanimously elected as President and shall take office immediately upon such appointment.

RESOLVED FURTHER that as CCP's President, he shall have the general management and supervision of the affairs of the CCP and shall have the power and duties customarily incidental to his office, and such other powers as may be given by the Board of Trustees. He shall





Cultural Center of the Philippines
SALONG PANGKULTURA NG PILIPINAS

be responsible to the Board of Trustees for the efficient operation of CCP and shall make periodic reports to the Board pursuant to Section 3.11 of the 2006 CCP's Rules and Regulations

RESOLVED FINALLY that as CCP's President, he is appointed as the authorized signatory for all CCP's checks in order to execute the efficient operation of CCP.

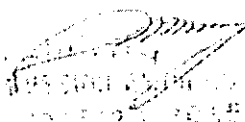
This Secretary's Certificate is issued for whatever legal purpose it may serve

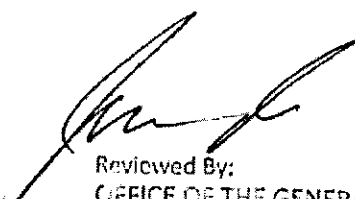
IN WITNESS WHEREOF, I have hereunto affixed my signature this 22nd day of June 2017 at Quezon City, Philippines.


BELEN O. SAÑUMBIDES
Acting Corporate Secretary

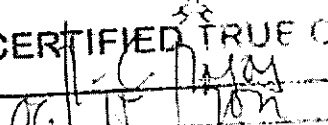
SUBSCRIBED AND SWORN to before me this 22nd day of June 2017, attant exhibiting to me her OGCC ID No. 0036.

Doc. No. 410
Page No. 52
Book No. 11
Series of 2017.


REPUBLIC OF THE PHILIPPINES
CULTURAL CENTER OF THE PHILIPPINES
1580 QUEZON CITY
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Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

CERTIFIED TRUE COPY

OG | IF | Non
CULTURAL CENTER OF THE PHILIPPINES
CENTRAL RECORDS OFFICE