

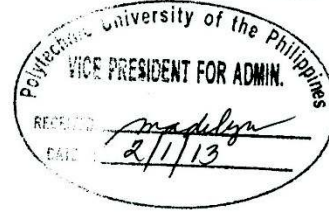


Republic of the Philippines
 POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
Bids and Awards Committee
 Mabini Campus, Sta. Mesa, Manila



January 30, 2013

DR. VICTORIA C. NAVAL
 Executive Vice President
 This University



THRU : **DR. MANUEL M. MUHI**
 VP for RED and Chairman, BAC

MR. TOMAS O. TESTOR
 Chief, Planning Section

[Handwritten signature]
 2/1/13

Dear Madam/Sir:

Respectfully forwarded to your office our explanation in the observations made by Mr. Gilbert N. Gomez of A025 Secretariat in relation to validation by the PhilGEPS on the Good Governance Certification of this University.

	Institution	Findings	Explanation/s
17	Polytechnic University of the Philippines	Projects in the PhilGEPS are more than the projects in Certificate of Compliance	<p>The projects reported in the Certificate of Compliance submitted by the now BAC Secretariat are <i>only those which underwent Public Bidding</i> while projects posted in the PhilGEPS <i>include those purchased through small-value procurement</i> such as canvass and shopping as advised by the former PUP Resident COA; thus, the discrepancy.</p> <p>The modes of procurement for small value purchases were properly indicated in our PhilGEPS posting.</p>
17	Polytechnic University of the Philippines	One (1) project that is closed in PhilGEPS has an Award, Contract and Notice to Proceed in Transparency Seal	<p>This project referred to is "Supply of Janitorial Services 2012" which was <i>overlooked by the Procurement Office and reported to the PhilGEPS as failed</i> when it was <i>actually awarded</i> to Care Best International, Inc. on February 2, 2012. Please see Annex A, B, and C- Notice of Award, Notice to Proceed, and Contract.</p> <p>However, the reason why another invitation for Supply of Janitorial Services was posted in the PhilGEPS on May 28, 2012 and reported failed as seen in item no. 9 of PhilGEPS report (Please see</p>

	Institution	Findings	Explanation/s
17	Polytechnic University of the Philippines	One (1) project that is closed in PhilGEPS has an Award, Contract and Notice to Proceed in Transparency Seal	<p>It was the protest held by the janitors of the previous contractor Unitrend which prompted PUP to negotiate with Care Best for an early termination of their contract since they declined the request of PUP for a 100% absorption that would put an end to the said protest.</p> <p>Care Best conformed to the Memorandum issued by President De Guzman directing BAC to conduct a new bidding which shall include the provision for 100% absorption. Please see Annex E for the said Memorandum.</p> <p>With the conformation of Care Best to the said Memorandum regarding the re-bidding of the janitorial services, PUP BAC posted the invitation reflected in the said item no. 9 of Annex D.</p>

It is hoped that based on the foregoing explanation, the deficiencies enumerated be remedy.

Thank you very much.


DIR. ADAM V. RAMILO
 Head, BAC Secretariat

cc: VPA Alberto C. Guillo

/dina



NOTICE OF AWARD

February 2, 2012

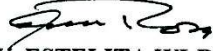
MR. REYNALDO M. CUEVAS
President
Care Best International, Inc.
8248 CBII Bldg., Camachile Street
San Antonio Village, Makati City

Dear Mr. Cuevas:

We are happy to notify you that the contract "Supply of Janitorial Services" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Twenty-Three Million One Hundred Thirty-Four Thousand Eight Hundred Thirty Pesos (Php 23,134,830.00)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


ATTY. ESTELITA WI-DELA ROSA
Officer-in-Charge

Conformed:


MR. REYNALDO M. CUEVAS
President
Date: 02/06/2012



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila

Annex 'B'

NOTICE TO PROCEED

February 14, 2012

MR. REYNALDO M. CUEVAS
President
Care Best International, Inc.
8248 CBII Bldg., Camachile Street
San Antonio Village, Makati City

Dear Ms. Cuevas:

You are hereby notified to proceed with the work involved on the One-Year Contract for Janitorial Services for CY 2012, **effective February 16, 2012**. The work includes a) deployment of janitors in accordance with the required assignments and b) delivery of the necessary supplies, materials, and equipment to be used for cleaning and maintenance of PUP buildings.


Upon receipt of this Notice, you are responsible to perform the required janitorial services under the terms and conditions set forth under the Contract Agreement.

Thank you very much.

Very truly yours,


ATTY. ESTELITA WI-DELA ROSA
Officer-in-Charge

Conformed:


MR. REYNALDO M. CUEVAS
President
Date: 02-16-2012

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into, by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university duly created and existing under and by virtue of the laws of the Philippines, with principal address at Anonas Street, Sta. Mesa, City of Manila, herein represented by its President, **DR. EMANUEL C. DE GUZMAN** and hereinafter referred to as the "**UNIVERSITY**";

- and -

CARE BEST INTERNATIONAL, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 8248 CBII Bldg., Camachile Street, San Antonio Village, Makati City, herein represented by its President, **MR. REYNALDO M. CUEVAS**, and hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH: That

WHEREAS, the UNIVERSITY has school buildings, structures, offices and grounds that require janitorial services in order to maintain their cleanliness and sanitation;

WHEREAS, the CONTRACTOR is a distinct and independent business entity engaged in rendering janitorial services to its clients throughout the Philippines;

WHEREAS, after public bidding for the janitorial services held last 02 February 2012, the CONTRACTOR's bid was determined to be the lowest complying responsive bid;

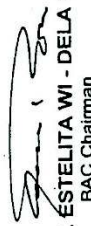
WHEREAS, the CONTRACTOR has offered to provide janitorial services to maintain and keep the school buildings and structures of the UNIVERSITY, and fully committed itself to comply with all the terms and conditions of this Contract;


WHEREAS, the UNIVERSITY is willing to accept, as it hereby accepts, the CONTRACTOR's offer to provide janitorial services in accordance with all the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations herein provided, the parties hereto have agreed, and they do hereby agree with each other, as follows:


MS. HELEN R. ALCANTARA
PUP Acquiring Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President



DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. REGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

1.0. SCOPE OF RESPONSIBILITY

1.1. The CONTRACTOR shall provide the UNIVERSITY with qualified and trained janitors, as hereinafter provided, to maintain, at all times, the cleanliness and sanitation of all the buildings of the UNIVERSITY located at the following campuses:

1.1.1. Mabini Campus:

- a. Main Building (Ground to 6th Floor);
- b. College of Law;
- c. Library;
- d. QAC and ICT Center;
- e. Open University;
- f. Gymnasium;
- g. PE Building;
- h. PE Ground;
- i. PUP Laboratory High School;
- j. Unyon ng Mag-aaral;
- k. Lagoon Area; and
- l. College of Food Technology.

1.1.2. Marcelo H. Del Pilar Campus;

1.1.3. NDC Compound:

- a. Mass Communication;
- b. Engineering and Architecture;
- c. College of Technology;
- d. Antique House;
- e. Call Center; and
- f. Condotel.

1.1.4. PUP Quezon City Campus; and

1.1.5. PUP Batangas Campus.

1.2. The CONTRACTOR shall provide at its sole and exclusive account all equipment, materials and supplies necessary for the performance of the job which shall be delivered to the UNIVERSITY, subject to the inspection/certification by the Internal Audit Office, which equipment and supplies are listed in **ANNEX "A"** hereof.

A monthly report relative to the quantity and amount of supplies used shall likewise be submitted to the Office of the Internal Auditor of the UNIVERSITY, which shall verify the authenticity thereof.

2.0. SCOPE OF WORK

2.1. The CONTRACTOR shall perform the following:

2.1.1. DAILY OPERATIONS / SERVICES

a. Sweeping, mopping, polishing, spot scrubbing, and polishing of all floors, lobbies, hallways, elevators, stairs, railings, etc. Areas of heavy traffic such as the main lobby, comfort rooms, entrance, driveways, walkways, and waiting area shall be serviced continuously during hours of public use to guarantee cleanliness throughout the day;

b. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting agents to be used on wash basins, urinals and toilet bowls;

c. Cleaning and dusting of horizontal and vertical surfaces;

d. Cleaning and dusting of all glass tops, inside windows, window ledges, air vents, and partitions which require daily attention;

e. Cleaning of furnitures, fixtures, and counters, panels and sills;

f. Disposal of trash from the confines of the building to the receptacle provided for this purpose;

g. Switching of all lightings when not in use, and checking/closing of all windows and door after office hours.

2.1.2 WEEKLY OPERATIONS / SERVICES

a. Throughout washing with soap and water, waxing and polishing of floors, stairways and elevators;

b. Washing and scrubbing of walkways and stairways;

c. Thorough cleaning of glass walls by means of glass cleaner;

d. Thorough cleaning and disinfecting of all comfort rooms;

e. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguisher;

f. Exposure of indoor plants to outdoor air but not to direct sunlight; and

g. Cleaning and vacuuming of all sofas, chairs and draperies.

2.1.3 MONTHLY OPERATIONS / SERVICES

a. General cleaning and sanitation of all vertical, horizontal, and overhanging areas; and


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

b. Deodorizing of all offices and conference rooms.

2.2. The CONTRACTOR shall also perform the following miscellaneous services:

2.2.1. Handling of office furniture and equipment within the premises of the UNIVERSITY;

2.2.2. Giving reports on repairs needed such as leaking faucets, busted lights, etc.;

2.2.3. Performing, within their areas of responsibility, other related services such as, but not limited to, clearing or cleaning of debris or fallen trees after storms;

2.2.4. Performing such other services that maybe required within the offices, and rendering extra hour services during special occasions of the UNIVERSITY; and

2.2.5. Making available multi-skilled personnel such as, but not limited to, carpenters, masons, and plumbers, upon request of the UNIVERSITY.

3.0. WORK SCHEDULE AND DEPLOYMENT OF JANITORS

3.1. Janitorial operations shall be undertaken by the CONTRACTOR in six (6) working days per week in two (2) shifts (6:00 a.m. to 3:00 p.m. and 1:00 p.m. to 10:00 p.m., with a one (1) hour break), from Monday to Saturday with each janitor entitled to one (1) rest day on any day thereat. Heads of units of the UNIVERSITY shall determine the appropriate eight (8) hour period and the areas of responsibility for each janitor assigned within their respective units.

3.2. The CONTRACTOR shall deploy or assign a certain number of its janitors to clean and maintain the school building, offices, classrooms and other facilities of the UNIVERSITY, as follows:

3.2.1. Manila Campuses and NDC Compound	150
3.2.1.1. Mabini Campus	
3.2.1.2. Marcelo H. Del Pilar Campus	
3.2.1.3. NDC Compound	
3.2.1.4. PUP Quezon City Campus	
3.2.2. PUP Batangas Campus	2
TOTAL	152

3.3. The CONTRACTOR shall maintain, from among its janitors, a strike force of at least ten (10) janitors who can be relied upon to perform specific duties and functions, whenever their services are urgently needed.

These janitors may be assigned by the CONTRACTOR to work on Sundays and other legal holidays provided they are given a corresponding rest day on any working day, at no cost to the UNIVERSITY.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA ALEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

3.4. Noon break and coffee break shall be on staggered basis to ensure that there is always one (1) janitor on duty and available in the building to be serviced.

4.0. NUMBER AND QUALIFICATION OF JANITORS

4.1. The CONTRACTOR shall provide One Hundred Fifty Two (152) janitors, including the number of supervisors, who shall perform the janitorial services in the UNIVERSITY's buildings, subject to the terms and conditions stipulated herein; *Provided, that* in the event of urgent need of additional janitors, a supplemental contract, written and signed by both Parties, shall thereafter be executed upon mutual consent, and depending on the availability of funds.

4.2. The janitors and supervisors to be assigned by the CONTRACTOR to the UNIVERSITY shall possess the following qualifications:

4.2.1. For Supervisors:

- a. At least a high school graduate;
- b. At least with two (2) years experience in janitorial operations;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital; and
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance.

4.2.2. For Janitors:

- a. At least a high school graduate;
- b. At least 18 years of age;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital;
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance; and
- e. At least with six (6) months experience in janitorial operations.

5.0. SALARIES AND OTHER FRINGE BENEFITS OF JANITORS

5.1. The CONTRACTOR, as the direct employer under the law, has substantial capital or investment and has the adequacy of the compensation that it demands for contractual services. Thus, the contract rate as embodied in paragraph 9 hereof is considered to include all and any benefits accruing to the CONTRACTOR's employees as of the effectivity of this Contract.

5.2. The CONTRACTOR shall pay the monthly salaries and other fringe benefits for each of the janitors in accordance with the Labor Code of the Philippines and other pertinent laws, decrees, letters of instruction and existing orders governing employment.


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PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


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BAC Chairman


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Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

6.0. SUPERVISION AND ADMINISTRATION

6.1. There shall be no employer-employee relationship between the UNIVERSITY and the CONTRACTOR. It is expressly understood and agreed that the janitors under this Contract shall remain the exclusive and direct employees of the CONTRACTOR. As such, the Contractor hereby warrants faithful compliance with all laws, rules and regulations pertaining to their employment, or which may hereafter be enacted, including but not limited to, the minimum wage, social security and employees compensation requirements.

6.2. The CONTRACTOR further warrants that the UNIVERSITY shall in no case be held answerable, accountable or responsible for any accident or injury of any kind which may be suffered by any janitor, or death arising out or in the course of the performance of the duties of the janitor concerned, *Provided, further, that* in the event of liability, the CONTRACTOR shall reimburse forthwith the UNIVERSITY for whatever amount it may have expended by reason thereof; *Provided, finally, that* in the event of a judgment by any decision or order of the court, or from any quasi-judicial body to pay the employee of the CONTRACTOR, the latter shall reimburse the UNIVERSITY of whatever amount it may have paid or expended by reason thereof.

6.3. The UNIVERSITY shall have the right to select, change or refuse any janitor assigned by the CONTRACTOR at any time whenever found to be undesirable or a liability to the UNIVERSITY in accordance with its judgment.

6.4. Without prejudice to subparagraph 6.3, the CONTRACTOR, as employer, shall retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine who shall be assigned to the UNIVERSITY, without any interference whatsoever from the latter.

6.5. The CONTRACTOR likewise agrees to perform its obligations under this Contract in coordination with the Office of the Campus Director where they are officially deployed.

6.6. The CONTRACTOR shall require all its employees to use the Bundy clock in recording their time IN/OUT in the time cards to be provided by the UNIVERSITY.

7.0. OTHER WARRANTIES

7.1. It is the exclusive obligation of the CONTRACTOR to pay the salaries or wages of its janitors, including claims and other compensation benefits under the law, inclusive of such days declared as holidays or non-working days by appropriate authority. It is acknowledged herein that the janitors are not employees of the UNIVERSITY but that of the CONTRACTOR.

7.2. The CONTRACTOR warrants that it will implement a graduate pay scale to its janitors, wherein supervisors are paid more than ordinary janitors.

7.3. Furthermore, in case of skilled workers, the corresponding minimum wage shall be observed.


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PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI-DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

7.4. The CONTRACTOR shall, jointly and severally with its janitors, be liable to the UNIVERSITY, its employees or to any third party for any injury or damage suffered by them, of for any damage to or loss of property, due to tortuous or criminal acts(s) committed by its janitors.

7.5. The CONTRACTOR hereby expressly agrees to absolve the UNIVERSITY from any and all liabilities arising from any present or future labor case involving any of its janitors in the performance of their functions pursuant to this Contract, as the same shall be assumed solely and exclusively by the CONTRACTOR.

7.6. The CONTRACTOR hereby undertakes that is has the financial capacity to pay or advance the payment of salaries, wages and other compensation benefits due the janitor during the effectivity of this Contract. Failure on the part of the CONTRACTOR to pay the salaries, wages and other compensation benefits of the janitors shall be deemed a breach of this Contract and the UNIVERSITY shall be entitled to cancel, revoke and/or rescind the same without prejudice to the other actions, sanctions or remedies available to the UNIVERSITY under the law or this Contract. For this purpose, delay in the payment of at least twenty five (25%) of the janitors assigned to the UNIVERSITY for a period of at least twenty four hours (24hrs) from the date the salary or the benefits is due shall be sufficient ground for the termination of this Contract.

7.7. The CONTRACTOR shall pay the salaries of the janitors by ATM payroll accounts with banks that have branches or ATM machines within, or at least near the premises of, the PUP Campuses to which these janitors are assigned. The minimum maintaining balance for ATM accounts must be put up by the CONTRACTOR, and not the janitors. Individual Pay Slips shall be issued by the CONTRACTOR to each janitor showing therein the total wages earned by the janitor for the payment period covered, the amount of, and reason for each, legally mandated deduction and the amount actually received by the janitor.

7.8. The CONTRACTOR undertakes to remove/replace any janitor from his/her assignment within twenty four (24hrs) hours from receipt of the written notice from the UNIVERSITY if the latter finds it to be in the best interest of the service. Any janitor requested to be removed/replaced by the UNIVERSITY shall no longer be assigned/deployed by the CONTRACTOR in the UNIVERSITY during the effectivity of this Contract.

7.9. The CONTRACTOR hereby recognizes the right of the UNIVERSITY to dialogue or meet with the janitors.

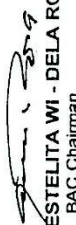
7.10. The UNIVERSITY hereby prohibits rallies of janitors. The CONTRACTOR shall be fined Two Thousand Pesos (Php2000.00) per day for each rally that takes place within the UNIVERSITY premises.


8.0. OBLIGATIONS OF THE UNIVERSITY

8.1. All electricity and water necessary for the performance of the services to be rendered herein shall be made available by the UNIVERSITY at no extra cost to the CONTRACTOR.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA D. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

CONTRACT FOR JANITORIAL SERVICES
PUP / Care Best Intl., Inc.

8.2. The UNIVERSITY shall also make available to the CONTRACTOR designated areas/spaces for use of the latter's personnel, for purpose of administration, supervision and storage of equipment, materials and supplies, at no extra cost to the CONTRACTOR.

9.0. CONTRACT RATE AND TERMS OF PAYMENT

9.1. The CONTRACTOR shall charge the UNIVERSITY the monthly rate per eight (8) hours of work a day for One Hundred Forty Four (144) janitors and eight (8) supervisors for a total of **Six Million Eight Hundred Forty-Seven Thousand Three Hundred Seventy-Seven Pesos and Eighty-Four Centavos (Php6, 847,377.84)** for three and a half months, from February 16 to May 30, 2012.

9.2. The above-mentioned contract price of **One Million Nine Hundred Twenty Seven Thousand Nine Hundred Two Pesos and Fifty Centavos (Php 1,927,902.50)** per month shall be payable in two (2) equal installments every 15th and end of each month, subject to government accounting and auditing rules and regulations; *Provided, that* all taxes, fees and charges due to the government shall be borne by the CONTRACTOR; *Provided further, that* should the UNIVERSITY desire to increase the number of janitors in excess of that stipulated herein, the rate per janitor per month shall be the same as that provided herein, and in case it decides to reduce the number of janitors as specified herein, the corresponding rate therefore shall be deducted. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price shall be increased accordingly by the amount not exceeding the additional wages and benefits required by law. The same shall be implemented only if and when funds allocated and appropriate for that purpose are available.

9.3. The CONTRACTOR shall pay the salaries and allowances of the janitors on or before the 10th and on or before the 25th of each month during the term of this Contract.

9.4. The CONTRACTOR shall rotate or re-assign the services of the janitors during the special UNIVERSITY activities upon request of the latter, without additional compensation.

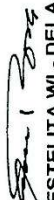
9.5. The CONTRACTOR shall bill the UNIVERSITY every 5th and 22nd day of each month and payment thereof shall be made not later than seven (7) days upon receipt of such bill.

10.0. CERTIFICATIONS TO BE SUBMITTED BY THE CONTRACTOR

10.1. As a pre-condition for any payment to the CONTRACTOR, the latter shall submit to the Office of the Vice President for Administration (OVPA) of the UNIVERSITY, on a monthly basis, proof that the CONTRACTOR has duly paid for Social Security, Philippine Health Insurance and State Insurance Contributions, and other mandated benefits of its janitors assigned to the UNIVERSITY. Specifically, the CONTRACTOR shall submit a Contributions Payment Return (Form R5) and Contribution Collection List (Form R3) on a monthly basis, and clearance on a quarterly basis, from the Social Security System as proof that the appropriate amount corresponding to the required employers and employees contribution have been duly remitted, and that the same are individually credited to the concerned employees of the


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

CONTRACTOR. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that all mandatory payments required by government agencies such as Social Security System, the Bureau of Internal Revenue, PAG-IBIG, PHILHEALTH, and the like, have been remitted.

10.2. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that each janitor has duly received from the CONTRACTOR their wages and other compensation benefits due them as provided by law, inclusive of such days declared as holidays or nonworking days by appropriate authority. The payroll of the janitors, with their signatures indicating the amount that they received for the period corresponding to the month covered by the payment, must also be attached to said certification. The Bank Remittance for said payroll must be submitted to the UNIVERSITY.

10.3. The CONTRACTOR shall likewise submit a certification duly issued by the Office of the Internal Auditor of the UNIVERSITY that the monthly report, as provided in paragraph 1, relative to the quantity and amount of supplies utilized in its janitorial services is genuine and authentic.

10.4. Failure of the CONTRACTOR to submit the foregoing documentary requirements earlier than five (5) days prior to the date of payment by the UNIVERSITY shall be a violation of this Contract, and the UNIVERSITY shall have the right to unilaterally rescind, resolve or terminate this Contract and/or withhold payment to the CONTRACTOR pending its compliance.

10.5. If any of the certifications are found to be falsified, or contain forged signatures or fictitious names of janitors, the same shall likewise be considered a serious breach of this Contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to other actions, sanctions or remedies available to the UNIVERSITY under the law and this contract.

11.0. PERFORMANCE BOND

The CONTRACTOR shall provide the UNIVERSITY with a performance bond in the form of a Surety Bond in the amount of **Six Million Nine Hundred Forty Thousand Four Hundred Forty-Nine Pesos (Php 6,940,449.00)** in Philippine currency, representing thirty (30%) percent of the total contract amount in order to secure and guarantee the faithful compliance of the stipulations contained herein. This Performance Bond shall be forfeited in favor of the UNIVERSITY in case of breach by the CONTRACTOR in any of the obligations under this Contract, without prejudice to whatever action or remedy the UNIVERSITY may take under the law and this Contract.

12.0. THE CONTRACT DOCUMENT

12.1. The CONTRACTOR shall strictly comply and completely accomplish its obligations in this Contract, including its annexes.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA MEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

12.2. The following documents shall likewise form an integral part of the contract documents hereof:

- 12.2.1. Advertisement and/or Invitation to Bid (**ANNEX "B"**);
- 12.2.2. Bidding Documents of Winning Bidder (**ANNEX "C"**);
- 12.2.3. Abstract of Bids (**ANNEX "D"**);
- 12.2.4. BACBid Evaluation Report (**ANNEX "E"**);
- 12.2.5. BAC Resolution (**ANNEX "F"**);
- 12.2.6. Notice of Award (**ANNEX "G"**); and
- 12.2.7. CONTRACTOR's Performance Bond (**ANNEX "H"**).

13.0. MONTHLY EVALUATION

13.1. The UNIVERSITY, through the OVPA, shall evaluate each month the janitorial services actually rendered by the CONTRACTOR in order to determine whether the same actually fulfill the terms and conditions of this Contract. The OVPA shall make such evaluation on the basis of, among others, report from the head of units where they are assigned, which shall include, but not limited to, the following matters:

13.1.1 Actual deployment by the CONTRACTOR of janitors and performance of their functions and responsibilities, as well as actual delivery of supplies;

13.1.2 Problems encountered and solutions recommended; and

13.1.3 CONTRACTOR's compliance with the provision of this Contract.

13.2. The OVPA shall evaluate all monthly reports from unit heads and rate the over-all performance of the CONTRACTOR, as "Excellent", "Very Satisfactory", "Satisfactory", "Fair", or "Poor".

13.3. The CONTRACTOR shall be solely and exclusively responsible for the performance and discipline of its janitors and other personnel assigned at the UNIVERSITY under this Contract. The CONTRACTOR hereby acknowledges that any failure on its part to exercise its responsibility for the performance and conduct of such janitors and other personnel affects the quality of janitorial services provided to the UNIVERSITY. Such failure is deemed to exist when any janitor or other personnel assigned under this Contract commits or exhibits any of the following acts or conduct:

- a. Disrespect to superior officers;
- b. Absence without notifying CONTRACTOR and superior officers;
- c. Offensive, immoral or vulgar language;
- d. Lousy uniform, or no uniform while on duty;
- e. Dozing while on duty;
- f. Reading correspondence, or any magazine while on duty;
- g. Late for duty;
- h. Mustache and beard unshaved;
- i. Long hair (for male);
- j. Playing with any property of the UNIVERSITY;
- k. Without shoes while on duty;
- l. Not keeping janitorial equipment in proper place;
- m. Drawing salary during duty;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

• PUP / Care Best Intl., Inc.

15.0. EFFECTIVITY OF CONTRACT

15.1. This Contract shall commence on 16 February 2012 and shall end on 31 May 2012; *Provided, that* the services of the CONTRACTOR may be extended beyond 31 May 2012 until such time that a new Contract shall have been executed and signed to whomsoever may be the awardee for the janitorial services of the UNIVERSITY for the ensuing Calendar Year after the expiration of this Contract, as determined by the Bids and Awards Committee and approved by the President, and such other requirements as provided under R.A. 9189 (*Procurement Law*); and *Provided, finally, that* the UNIVERSITY may cancel or terminate this Contract, at any time upon violation any of the terms and conditions hereof.

15.2. Nevertheless, the provision of paragraphs 10, 11 and 16 of this Contract shall remain in force and effect and shall outlive the termination of this Contract, until all the obligations of the CONTRACTOR whether to the UNIVERSITY, the janitors or to the third persons, shall have been discharged.

16.0. DESIGNATION OF THE UNIVERSITY AS ATTORNEY-IN-FACT OF CONTRACTOR

16.1. The CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy its liabilities under this Contract.

16.2. Where the CONTRACTOR incurs obligations to its janitor such as unpaid wages, premiums or differentials, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the janitors and to pay the same to the said janitors.

16.3. Where the CONTRACTOR incurs obligations to government agencies such as the SSS, PAG-IBIG, ECSIF and PHILHEALTH, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the government agencies and to pay the same to the said government agencies.


16.4. The CONTRACTOR hereby commits to vacate and to turn over the premises upon termination or pre-termination of this Contract to the incoming janitorial agency that the UNIVERSITY will choose, pursuant to government auditing and accounting rules and regulations, or to the UNIVERSITY if no such incoming janitorial agency has been chosen yet. The CONTRACTOR hereby constitutes the UNIVERSITY as its Attorney-in-Fact for the purpose of taking over the possession of the premises and to remove, take out or otherwise cause to be transferred to any suitable storage spaces outside the said premises, with cost to the CONTRACTOR, the personnel, equipment, facilities, fixtures and other movable properties belonging to the CONTRACTOR. In addition, the sum of One Thousand Pesos (Php1000.00) shall be deducted from any amount due or outstanding to the CONTRACTOR for each day beyond 15 February 2013 that it continues to unlawfully withhold the premises or otherwise causes delay in voluntarily removing said personnel, equipment, facilities, fixtures, and other movable properties from the premises of the UNIVERSITY


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. GASPI
VP for Finance


ATTY. ESTELITA WI-DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

17.0. DISPUTE RESOLUTION AND JUDICIAL RELIEF

17.1. The laws of the Republic of the Philippines shall govern the interpretation of this Contract.

17.2. In the event of a dispute under this contract, both the UNIVERSITY and the CONTRACTOR agree to work together to find a prompt and mutually acceptable solution. In case of failure by the Parties to reach an amicable settlement solution such dispute shall be settled through a Board of Arbitrators in accordance with Procedures of Arbitration Law of the Philippines.

17.3. In case of breach or non-compliance by the CONTRACTOR of any of the terms and conditions of this Contract, or in case the UNIVERSITY is impleaded in any litigation or brought by any janitors of the CONTRACTOR, or by any third party as a consequence of the acts, omissions, negligence of the CONTRACTOR or its janitors and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial relief forum, the CONTRACTOR, by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (P10,000.00) without prejudice to such other damages provided herein and under the law.

17.4. The actions, remedies or rights of the UNIVERSITY arising from any violation of breach by the CONTRACTOR may be availed of by the UNIVERSITY alternative or cumulatively at its sole discretion.

17.5. The parties hereby agree that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be exclusively and restrictively vested in the proper court of the City of Manila.

18.0. WAIVER

The failure of the UNIVERSITY to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed as relinquishment or waiver of any right or remedy that the UNIVERSITY has a previous violation by the CONTRACTOR of this Contract.

19.0. SEVERABILITY

If any of the provision of this Contract shall be null and void or illegal, the validity of provisions of the Contract shall not be affected thereby.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEBASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

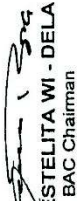

DR. EMANUEL C. DE GUZMAN
PUP President

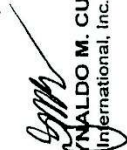
CONTRACT FOR JANITORIAL SERVICES
PUP / Care Best Intl., Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the
City of Manila, Philippines, this ____ day of February 2012.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA DLEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President


**Polytechnic University
of the Philippines**

By:


DR. EMANUEL C. DE GUZMAN
President

**Care Best International,
Inc.**

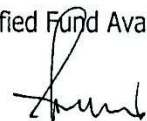
By:


MR. REYNALDO M. CUEVAS
President

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

Certified Fund Available:


MS. HELEN R. ALCANTARA
Accounting Department Director

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	272287120	MARCH 27, 2012 / MANILA
MR. REYNALDO M. CUEVAS		

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement of their own free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of fifteen (15) pages including this page wherein the Acknowledgment is written and has been signed by the Parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this 2 JUL 2012 day of _____ 2012 at Manila, Philippines.

Notary Public

Reynaldo M. Cuevas
 ATTY. REYNALDO M. CUEVAS
 NOTARY PUBLIC-CITY OF MANILA
 ADMIN NO. 201-009-UB/IL D+C 31 2012
 ROLL NO. 64009
 945 BENAVIDEZ ST., BINONDO, MANILA
 IBP NO. 854212/12-28-2011 MANILA
 PTR NO. 0314224/12-19-2011 MANILA

Doc. No. 389 ;
Page No. 18 ;
Book No. 46 ;
Series of 2012.

Helen R. Alcantara
MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

Marissa J. Legaspi
MS. MARISSA J. LEGASPI
VP for Finance

Estelita W. Dela Rosa
ATTY. ESTELITA W. DELA ROSA
BAC Chairman

Reynaldo M. Cuevas
MR. REYNALDO M. CUEVAS
Care Best International, Inc. President

Emanuel C. De Guzman
DR. EMANUEL C. DE GUZMAN
PUP President

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into, by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university duly created and existing under and by virtue of the laws of the Philippines, with principal address at Anonas Street, Sta. Mesa, City of Manila, herein represented by its President, **DR. EMANUEL C. DE GUZMAN** and hereinafter referred to as the **"UNIVERSITY"**;

- and -

CARE BEST INTERNATIONAL, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 8248 CBII Bldg., Camachile Street, San Antonio Village, Makati City, herein represented by its President, **MR. REYNALDO M. CUEVAS**, and hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH: That

WHEREAS, the UNIVERSITY has school buildings, structures, offices and grounds that require janitorial services in order to maintain their cleanliness and sanitation;

WHEREAS, the CONTRACTOR is a distinct and independent business entity engaged in rendering janitorial services to its clients throughout the Philippines;

WHEREAS, after public bidding for the janitorial services held last 02 February 2012, the CONTRACTOR's bid was determined to be the lowest complying responsive bid;

WHEREAS, the CONTRACTOR has offered to provide janitorial services to maintain and keep the school buildings and structures of the UNIVERSITY, and fully committed itself to comply with all the terms and conditions of this Contract;

WHEREAS, the UNIVERSITY is willing to accept, as it hereby accepts, the CONTRACTOR's offer to provide janitorial services in accordance with all the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations herein provided, the parties hereto have agreed, and they do hereby agree with each other, as follows:


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance



ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA ALEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

1.0. SCOPE OF RESPONSIBILITY

1.1. The CONTRACTOR shall provide the UNIVERSITY with qualified and trained janitors, as hereinafter provided, to maintain, at all times, the cleanliness and sanitation of all the buildings of the UNIVERSITY located at the following campuses:

1.1.1. Mabini Campus:

- a. Main Building (Ground to 6th Floor);
- b. College of Law;
- c. Library;
- d. QAC and ICT Center;
- e. Open University;
- f. Gymnasium;
- g. PE Building;
- h. PE Ground;
- i. PUP Laboratory High School;
- j. Unyon ng Mag-aaral;
- k. Lagoon Area; and
- l. College of Food Technology.

1.1.2. Marcelo H. Del Pilar Campus;

1.1.3. NDC Compound:

- a. Mass Communication;
- b. Engineering and Architecture;
- c. College of Technology;
- d. Antique House;
- e. Call Center; and
- f. Condotel.

1.1.4. PUP Quezon City Campus; and

1.1.5. PUP Batangas Campus.

1.2. The CONTRACTOR shall provide at its sole and exclusive account all equipment, materials and supplies necessary for the performance of the job which shall be delivered to the UNIVERSITY, subject to the inspection/certification by the Internal Audit Office, which equipment and supplies are listed in ANNEX "A" hereof.

A monthly report relative to the quantity and amount of supplies used shall likewise be submitted to the Office of the Internal Auditor of the UNIVERSITY, which shall verify the authenticity thereof.

2.0. SCOPE OF WORK

2.1. The CONTRACTOR shall perform the following:

2.1.1. DAILY OPERATIONS / SERVICES

a. Sweeping, mopping, polishing, spot scrubbing, and polishing of all floors, lobbies, hallways, elevators, stairs, railings, etc. Areas of heavy traffic such as the main lobby, comfort rooms, entrance, driveways, walkways, and waiting area shall be serviced continuously during hours of public use to guarantee cleanliness throughout the day;

b. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting agents to be used on wash basins, urinals and toilet bowls;

c. Cleaning and dusting of horizontal and vertical surfaces;

d. Cleaning and dusting of all glass tops, inside windows, window ledges, air vents, and partitions which require daily attention;

e. Cleaning of furnitures, fixtures, and counters, panels and sills;

f. Disposal of trash from the confines of the building to the receptacle provided for this purpose;

g. Switching of all lightings when not in use, and checking/closing of all windows and door after office hours.

2.1.2 WEEKLY OPERATIONS / SERVICES

a. Throughout washing with soap and water, waxing and polishing of floors, stairways and elevators;

b. Washing and scrubbing of walkways and stairways;

c. Thorough cleaning of glass walls by means of glass cleaner;

d. Thorough cleaning and disinfecting of all comfort rooms;

e. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguisher;

f. Exposure of indoor plants to outdoor air but not to direct sunlight; and

g. Cleaning and vacuuming of all sofas, chairs and draperies.

2.1.3 MONTHLY OPERATIONS / SERVICES

a. General cleaning and sanitation of all vertical, horizontal, and overhanging areas; and


MS. HELEN R. ALCANTARA
PIJP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PIJP President


 MS. HELEN R. ALCANTARA
 PUP Accounting Dept. Director


 MS. MARISSA J. LEGASPI
 VP for Finance


 ATTY. ESTELITA W. DELA ROSA
 BAC Chairman


 MR. REYNALDO M. CUEVAS
 Care Best International, Inc. President


 DR. EMANUEL C. DE GUZMAN
 PUP President

b. Deodorizing of all offices and conference rooms.

2.2. The CONTRACTOR shall also perform the following miscellaneous services:

2.2.1. Handling of office furniture and equipment within the premises of the UNIVERSITY;

2.2.2. Giving reports on repairs needed such as leaking faucets, busted lights, etc.;

2.2.3. Performing, within their areas of responsibility, other related services such as, but not limited to, clearing or cleaning of debris or fallen trees after storms;

2.2.4. Performing such other services that maybe required within the offices, and rendering extra hour services during special occasions of the UNIVERSITY; and

2.2.5. Making available multi-skilled personnel such as, but not limited to, carpenters, masons, and plumbers, upon request of the UNIVERSITY.

3.0. WORK SCHEDULE AND DEPLOYMENT OF JANITORS

3.1. Janitorial operations shall be undertaken by the CONTRACTOR in six (6) working days per week in two (2) shifts (6:00 a.m. to 3:00 p.m. and 1:00 p.m. to 10:00 p.m., with a one (1) hour break), from Monday to Saturday with each janitor entitled to one (1) rest day on any day thereat. Heads of units of the UNIVERSITY shall determine the appropriate eight (8) hour period and the areas of responsibility for each janitor assigned within their respective units.

3.2. The CONTRACTOR shall deploy or assign a certain number of its janitors to clean and maintain the school building, offices, classrooms and other facilities of the UNIVERSITY, as follows:

3.2.1. Manila Campuses and NDC Compound	150
3.2.1.1. Mabini Campus	
3.2.1.2. Marcelo H. Del Pilar Campus	
3.2.1.3. NDC Compound	
3.2.1.4. PUP Quezon City Campus	
3.2.2. PUP Batangas Campus	2
TOTAL	152

3.3. The CONTRACTOR shall maintain, from among its janitors, a strike force of at least ten (10) janitors who can be relied upon to perform specific duties and functions, whenever their services are urgently needed.

These janitors may be assigned by the CONTRACTOR to work on Sundays and other legal holidays provided they are given a corresponding rest day on any working day, at no cost to the UNIVERSITY.

3.4. Noon break and coffee break shall be on staggered basis to ensure that there is always one (1) janitor on duty and available in the building to be serviced.

4.0. NUMBER AND QUALIFICATION OF JANITORS

4.1. The CONTRACTOR shall provide One Hundred Fifty Two (152) janitors, including the number of supervisors, who shall perform the janitorial services in the UNIVERSITY's buildings, subject to the terms and conditions stipulated herein; *Provided, that* in the event of urgent need of additional janitors, a supplemental contract, written and signed by both Parties, shall thereafter be executed upon mutual consent, and depending on the availability of funds.

4.2. The janitors and supervisors to be assigned by the CONTRACTOR to the UNIVERSITY shall possess the following qualifications:

4.2.1. For Supervisors:

- a. At least a high school graduate;
- b. At least with two (2) years experience in janitorial operations;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital; and
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance.

4.2.2. For Janitors:

- a. At least a high school graduate;
- b. At least 18 years of age;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital;
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance; and
- e. At least with six (6) months experience in janitorial operations.


5.0. SALARIES AND OTHER FRINGE BENEFITS OF JANITORS

5.1. The CONTRACTOR, as the direct employer under the law, has substantial capital or investment and has the adequacy of the compensation that it demands for contractual services. Thus, the contract rate as embodied in paragraph 9 hereof is considered to include all and any benefits accruing to the CONTRACTOR's employees as of the effectivity of this Contract.

5.2. The CONTRACTOR shall pay the monthly salaries and other fringe benefits for each of the janitors in accordance with the Labor Code of the Philippines and other pertinent laws, decrees, letters of instruction and existing orders governing employment.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA TEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


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Care Best International, Inc. President


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MS. MARISSA J. LEGASPI
VP for Finance


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BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

6.0. SUPERVISION AND ADMINISTRATION

6.1. There shall be no employer-employee relationship between the UNIVERSITY and the CONTRACTOR. It is expressly understood and agreed that the janitors under this Contract shall remain the exclusive and direct employees of the CONTRACTOR. As such, the Contractor hereby warrants faithful compliance with all laws, rules and regulations pertaining to their employment, or which may hereafter be enacted, including but not limited to, the minimum wage, social security and employees compensation requirements.

6.2. The CONTRACTOR further warrants that the UNIVERSITY shall in no case be held answerable, accountable or responsible for any accident or injury of any kind which may be suffered by any janitor, or death arising out or in the course of the performance of the duties of the janitor concerned, *Provided, further, that* in the event of liability, the CONTRACTOR shall reimburse forthwith the UNIVERSITY for whatever amount it may have expended by reason thereof; *Provided, finally, that* in the event of a judgment by any decision or order of the court, or from any quasi-judicial body to pay the employee of the CONTRACTOR, the latter shall reimburse the UNIVERSITY of whatever amount it may have paid or expended by reason thereof.

6.3. The UNIVERSITY shall have the right to select, change or refuse any janitor assigned by the CONTRACTOR at any time whenever found to be undesirable or a liability to the UNIVERSITY in accordance with its judgment.

6.4. Without prejudice to subparagraph 6.3, the CONTRACTOR, as employer, shall retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine who shall be assigned to the UNIVERSITY, without any interference whatsoever from the latter.

6.5. The CONTRACTOR likewise agrees to perform its obligations under this Contract in coordination with the Office of the Campus Director where they are officially deployed.

6.6. The CONTRACTOR shall require all its employees to use the Bundy clock in recording their time IN/OUT in the time cards to be provided by the UNIVERSITY.

7.0. OTHER WARRANTIES

7.1. It is the exclusive obligation of the CONTRACTOR to pay the salaries or wages of its janitors, including claims and other compensation benefits under the law, inclusive of such days declared as holidays or non-working days by appropriate authority. It is acknowledged herein that the janitors are not employees of the UNIVERSITY but that of the CONTRACTOR.

7.2. The CONTRACTOR warrants that it will implement a graduate pay scale to its janitors, wherein supervisors are paid more than ordinary janitors.

7.3. Furthermore, in case of skilled workers, the corresponding minimum wage shall be observed.

7.4. The CONTRACTOR shall, jointly and severally with its janitors, be liable to the UNIVERSITY, its employees or to any third party for any injury or damage suffered by them, of for any damage to or loss of property, due to tortuous or criminal acts(s) committed by its janitors.

7.5. The CONTRACTOR hereby expressly agrees to absolve the UNIVERSITY from any and all liabilities arising from any present or future labor case involving any of its janitors in the performance of their functions pursuant to this Contract, as the same shall be assumed solely and exclusively by the CONTRACTOR.

7.6. The CONTRACTOR hereby undertakes that is has the financial capacity to pay or advance the payment of salaries, wages and other compensation benefits due the janitor during the effectivity of this Contract. Failure on the part of the CONTRACTOR to pay the salaries, wages and other compensation benefits of the janitors shall be deemed a breach of this Contract and the UNIVERSITY shall be entitled to cancel, revoke and/or rescind the same without prejudice to the other actions, sanctions or remedies available to the UNIVERSITY under the law or this Contract. For this purpose, delay in the payment of at least twenty five (25%) of the janitors assigned to the UNIVERSITY for a period of at least twenty four hours (24hrs) from the date the salary or the benefits is due shall be sufficient ground for the termination of this Contract.

7.7. The CONTRACTOR shall pay the salaries of the janitors by ATM payroll accounts with banks that have branches or ATM machines within, or at least near the premises of, the PUP Campuses to which these~~s~~ janitors are assigned. The minimum maintaining balance for ATM accounts must be put up by the CONTRACTOR, and not the janitors. Individual Pay Slips shall be issued by the CONTRACTOR to each janitor showing therein the total wages earned by the janitor for the payment period covered, the amount of, and reason for each, legally mandated deduction and the amount actually received by the janitor.

7.8. The CONTRACTOR undertakes to remove/replace any janitor from his/her assignment within twenty four (24hrs) hours from receipt of the written notice from the UNIVERSITY if the latter finds it to be in the best interest of the service. Any janitor requested to be removed/replaced by the UNIVERSITY shall no longer be assigned/deployed by the CONTRACTOR in the UNIVERSITY during the effectivity of this Contract.

7.9. The CONTRACTOR hereby recognizes the right of the UNIVERSITY to dialogue or meet with the janitors.

7.10. The UNIVERSITY hereby prohibits rallies of janitors. The CONTRACTOR shall be fined Two Thousand Pesos (PhP2000.00) per day for each rally that takes place within the UNIVERSITY premises.

8.0. OBLIGATIONS OF THE UNIVERSITY

8.1. All electricity and water necessary for the performance of the services to be rendered herein shall be made available by the UNIVERSITY at no extra cost to the CONTRACTOR.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

8.2. The UNIVERSITY shall also make available to the CONTRACTOR designated areas/spaces for use of the latter's personnel, for purpose of administration, supervision and storage of equipment, materials and supplies, at no extra cost to the CONTRACTOR.

9.0. CONTRACT RATE AND TERMS OF PAYMENT

9.1. The CONTRACTOR shall charge the UNIVERSITY the monthly rate per eight (8) hours of work a day for One Hundred Forty Four (144) janitors and eight (8) supervisors for a total of **Six Million Seven Hundred Forty-Seven Thousand Six Hundred Fifty-Eight Pesos and Seventy-Five Centavos (Php6, 747,658.75)** for three and a half months, from June 1 to September 15, 2012.

9.2. The above-mentioned contract price of **One Million Nine Hundred Twenty Seven Thousand Nine Hundred Two Pesos and Fifty Centavos (Php 1,927,902.50)** per month shall be payable in two (2) equal installments every 15th and end of each month, subject to government accounting and auditing rules and regulations; *Provided, that* all taxes, fees and charges due to the government shall be borne by the CONTRACTOR; *Provided further, that* should the UNIVERSITY desire to increase the number of janitors in excess of that stipulated herein, the rate per janitor per month shall be the same as that provided herein, and in case it decides to reduce the number of janitors as specified herein, the corresponding rate therefore shall be deducted. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price shall be increased accordingly by the amount not exceeding the additional wages and benefits required by law. The same shall be implemented only if and when funds allocated and appropriate for that purpose are available.

9.3. The CONTRACTOR shall pay the salaries and allowances of the janitors on or before the 10th and on or before the 25th of each month during the term of this Contract.

9.4. The CONTRACTOR shall rotate or re-assign the services of the janitors during the special UNIVERSITY activities upon request of the latter, without additional compensation.

9.5. The CONTRACTOR shall bill the UNIVERSITY every 5th and 22nd day of each month and payment thereof shall be made not later than seven (7) days upon receipt of such bill.

10.0. CERTIFICATIONS TO BE SUBMITTED BY THE CONTRACTOR

10.1. As a pre-condition for any payment to the CONTRACTOR, the latter shall submit to the Office of the Vice President for Administration (OVPA) of the UNIVERSITY, on a monthly basis, proof that the CONTRACTOR has duly paid for Social Security, Philippine Health Insurance and State Insurance Contributions, and other mandated benefits of its janitors assigned to the UNIVERSITY. Specifically, the CONTRACTOR shall submit a Contributions Payment Return (Form R5) and Contribution Collection List (Form R3) on a monthly basis, and clearance on a quarterly basis, from the Social Security System as proof that the appropriate amount corresponding to the required employers and employees contribution have been duly remitted, and that the same are individually credited to the concerned employees of the


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PUP Accounting Dept. Director


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Vp for Finance


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BAC Chairman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

CONTRACTOR. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that all mandatory payments required by government agencies such as Social Security System, the Bureau of Internal Revenue, PAG-IBIG, PHILHEALTH, and the like, have been remitted.

10.2. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that each janitor has duly received from the CONTRACTOR their wages and other compensation benefits due them as provided by law, inclusive of such days declared as holidays or no0working days by appropriate authority. The payroll of the janitors, with their signatures indicating the amount that they received for the period corresponding to the month covered by the payment, must also be attached to said certification. The Bank Remittance for said payroll must be submitted to the UNIVERSITY.

10.3. The CONTRACTOR shall likewise submit a certification duly issued by the Office of the Internal Auditor of the UNIVERSITY that the monthly report, as provided in paragraph 1, relative to the quantity and amount of supplies utilized in its janitorial services is genuine and authentic.

10.4. Failure of the CONTRACTOR to submit the foregoing documentary requirements earlier than five (5) days prior to the date of payment by the UNIVERSITY shall be a violation of this Contract, and the UNIVERSITY shall have the right to unilaterally rescind, resolve or terminate this Contract and/or withhold payment to the CONTRACTOR pending its compliance.

10.5. If any of the certifications are found to be falsified, or contain forged signatures or fictitious names of janitors, the same shall likewise be considered a serious breach of this Contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to other actions, sanctions or remedies available to the UNIVERSITY under the law and this contract.

11.0. PERFORMANCE BOND

The CONTRACTOR shall provide the UNIVERSITY with a performance bond in the form of a Surety Bond inthe amount of **Six Million Nine Hundred Forty Thousand Four Hundred Forty-Nine Pesos (Php 6,940,449.00)** in Philippine currency, representing thirty (30%) percent of the total contract amount in order to secure and guarantee the faithful compliance of the stipulations contained herein. This Performance Bond shall be forfeited in favor of the UNIVERSITY in case of breach by the CONTRACTOR in any of the obligations under this Contract, without prejudice to whatever action or remedy the UNIVERSITY may take under the law and this Contract.

12.0. THE CONTRACT DOCUMENT

12.1. The CONTRACTOR shall strictly comply and completely accomplish its obligations in this Contract, including its annexes.


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DR. EMANUEL C. DE GUZMAN
PUP President

12.2. The following documents shall likewise form an integral part of the contract documents hereof:

- 12.2.1. Advertisement and/or Invitation to Bid (ANNEX "B");
- 12.2.2. Bidding Documents of Winning Bidder (ANNEX "C");
- 12.2.3. Abstract of Bids (ANNEX "D");
- 12.2.4. BACBid Evaluation Report (ANNEX "E");
- 12.2.5. BAC Resolution (ANNEX "F");
- 12.2.6. Notice of Award (ANNEX "G"); and
- 12.2.7. CONTRACTOR's Performance Bond (ANNEX "H").

13.0. MONTHLY EVALUATION

13.1. The UNIVERSITY, through the OVPA, shall evaluate each month the janitorial services actually rendered by the CONTRACTOR in order to determine whether the same actually fulfill the terms and conditions of this Contract. The OVPA shall make such evaluation on the basis of, among others, report from the head of units where they are assigned, which shall include, but not limited to, the following matters:

- 13.1.1 Actual deployment by the CONTRACTOR of janitors and performance of their functions and responsibilities, as well as actual delivery of supplies;
- 13.1.2 Problems encountered and solutions recommended; and
- 13.1.3 CONTRACTOR's compliance with the provision of this Contract.

13.2. The OVPA shall evaluate all monthly reports from unit heads and rate the over-all performance of the CONTRACTOR, as "Excellent". "Very Satisfactory", "Satisfactory", "Fair", or "Poor".

13.3. The CONTRACTOR shall be solely and exclusively responsible for the performance and discipline of its janitors and other personnel assigned at the UNIVERSITY under this Contract. The CONTRACTOR hereby acknowledges that any failure on its part to exercise its responsibility for the performance and conduct of such janitors and other personnel affects the quality of janitorial services provided to the UNIVERSITY. Such failure is deemed to exist when any janitor or other personnel assigned under this Contract commits or exhibits any of the following acts or conduct:

- a. Disrespect to superior officers;
- b. Absence without notifying CONTRACTOR and superior officers;
- c. Offensive, immoral or vulgar language;
- d. Lousy uniform, or no uniform while on duty;
- e. Dozing while on duty;
- f. Reading correspondence, or any magazine while on duty;
- g. Late for duty;
- h. Mustache and beard unshaved;
- i. Long hair (for male);
- j. Playing with any property of the UNIVERSITY;
- k. Without shoes while on duty;
- l. Not keeping janitorial equipment in proper place;
- m. Drawing salary during duty;


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DR. EMANDEL C. DIE GUZMAN
PUP President

- n. Non adherence to special instructions by his/her supervisor, or by the UNIVERSITY;
- o. Sleeping while on duty;
- p. Gambling while on duty;
- q. Bringing women of ill-repute to the premises of the UNIVERSITY;
- r. Dirty area assigned for cleaning;
- s. Drinking liquor, or drunk while on duty;
- t. Quarreling or fighting;
- u. Dishonesty; and
- v. Abandoning of post.

13.4. To ensure the delivery of quality services, the CONTRACTOR shall be liable to the UNIVERSITY, as and by way of liquidated damages in the amount of Five Thousand Pesos (Php5, 000.00) for each erring janitor.

13.5. For said purpose, the heads of units, or any office or unit or body authorized by the UNIVERSITY, shall report in writing to the UNIVERSITY, through the OVPA, any commission or exhibition by any janitor or personnel of the CONTRACTOR of any of the above-mentioned act or conduct. Copies of such report shall be provided to the UNIVERSITY Chief Legal Counsel Office, the CONTRACTOR, and the erring janitor. Within five (5) working days from its receipt of the report, the Vice President for Administration shall evaluate the same and issue a written notice to the CONTRACTOR to pay the amount of liquidated damages. The determination by the Vice President for Administration shall be final and the CONTRACTOR shall pay the amount of liquidated damages within (10) days from the receipt of the notice; *Provided however, that if the CONTRACTOR fails to pay the amount of liquidated damages within ten (10) days, the UNIVERSITY has the option to deduct to the CONTRACTOR, or from the Performance Bond. The payment of liquidated damaged provided for under this subparagraph shall not prevent the UNIVERSITY from other remedies or legal action available under the law or this Contract.*

14.0. PRE-TERMINATION OF CONTRACT

14.1. Violation of any of the provisions of this Contract shall be a ground for its pre-termination by service of a written notice to the CONTRACTOR fifteen (15) calendar days before the intended date of pre-termination, without prejudice to the filing by the UNIVERSITY of the appropriate court action, or availing of other remedies available under the law or this Contract. Nevertheless, the provision of paragraphs 10, 11 and 16 of this Contract shall remain in force and effect and shall outlive the pre-termination of this Contract.

14.2. This Contract may also be pre-terminated by the UNIVERSITY if the CONTRACTOR twice receives an over-all rating of "Fair" or "Poor" pursuant to paragraph 13 hereof during the contract period.

14.3. In case of pre-termination, the CONTRACTOR undertakes to cooperate with the UNIVERSITY in matters regarding accounting of the CONTRACTOR's financial obligation, whether to its janitor or to third persons.

15.0. EFFECTIVITY OF CONTRACT

15.1. This Contract shall commence on 01 June 2012 and shall remain effective up to 15 September 2012, unless extended by the UNIVERSITY at its sole option under the same terms and conditions, on a month by month basis, as may be necessary under the premises. *Provided that*, the UNIVERSITY shall have the right to cancel or terminate this Contract at any time, upon the CONTRACTOR'S violation of any of the terms and conditions hereof.

15.2. Nevertheless, the provision of paragraphs 10, 11 and 16 of this Contract shall remain in force and effect and shall outlive the termination of this Contract, until all the obligations of the CONTRACTOR whether to the UNIVERSITY, the janitors or to the third persons, shall have been discharged.

16.0. DESIGNATION OF THE UNIVERSITY AS ATTORNEY-IN-FACT OF CONTRACTOR

16.1. The CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy its liabilities under this Contract.

16.2. Where the CONTRACTOR incurs obligations to its janitor such as unpaid wages, premiums or differentials, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the janitors and to pay the same to the said janitors.

16.3. Where the CONTRACTOR incurs obligations to government agencies such as the SSS, PAG-IBIG, ECSIF and PHILHEALTH, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the government agencies and to pay the same to the said government agencies.

16.4. The CONTRACTOR hereby commits to vacate and to turn over the premises upon termination or pre-termination of this Contract to the incoming janitorial agency that the UNIVERSITY will choose, pursuant to government auditing and accounting rules and regulations, or to the UNIVERSITY if no such incoming janitorial agency has been chosen yet. The CONTRACTOR hereby constitutes the UNIVERSITY as its Attorney-in-Fact for the purpose of taking over the possession of the premises and to remove, take out or otherwise cause to be transferred to any suitable storage spaces outside the said premises, with cost to the CONTRACTOR, the personnel, equipment, facilities, fixtures and other movable properties belonging to the CONTRACTOR. In addition, the sum

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PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance


ATTY ESTELITA WI - DELA ROSA
BAC Chairman


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Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President


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VP for Finance


ESTELITA W. DELA ROSA
PUP Chairwoman


MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

17.0. DISPUTE RESOLUTION AND JUDICIAL RELIEF

17.1. The laws of the Republic of the Philippines shall govern the interpretation of this Contract.

17.2. In the event of a dispute under this contract, both the UNIVERSITY and the CONTRACTOR agree to work together to find a prompt and mutually acceptable solution. In case of failure by the Parties to reach an amicable settlement solution such dispute shall be settled through a Board of Arbitrators in accordance with Procedures of Arbitration Law of the Philippines.

17.3. In case of breach or non-compliance by the CONTRACTOR of any of the terms and conditions of this Contract, or in case the UNIVERSITY is impleaded in any litigation or brought by any janitors of the CONTRACTOR, or by any third party as a consequence of the acts, omissions, negligence of the CONTRACTOR or its janitors and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial relief forum, the CONTRACTOR, by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (P10,000.00) without prejudice to such other damages provided herein and under the law.

17.4. The actions, remedies or rights of the UNIVERSITY arising from any violation of breach by the CONTRACTOR may be availed of by the UNIVERSITY alternative or cumulatively at its sole discretion.

17.5. The parties hereby agree that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be exclusively and restrictively vested in the proper court of the City of Manila.

18.0. WAIVER

The failure of the UNIVERSITY to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed as relinquishment or waiver of any right or remedy that the UNIVERSITY has a previous violation by the CONTRACTOR of this Contract.

19.0. SEVERABILITY

If any of the provision of this Contract shall be null and void or illegal, the validity of provisions of the Contract shall not be affected thereby.

CONTRACT FOR JANITORIAL SERVICES
PUP / Care Best Intl., Inc.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

IN WITNESS WHEREOF, the parties have hereunto set their hands in the
City of Manila, Philippines, this ____ day of June 2012.

**Polytechnic University
of the Philippines**

**Care Best International,
Inc.**


MS. MARISSA C. LEGASPI
VP for Finance

By:

By:


DR. EMMANUEL C. DE GUZMAN
President



MR. REYNALDO M. CUEVAS
President


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

Certified Fund Available:


MS. HELEN R. ALCANTARA
Accounting Department Director

MR. REYNALDO M. CUEVAS
Care Best International, Inc. President


DR. EMMANUEL C. DE GUZMAN
PUP President

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	_____	_____
MR. REYNALDO M. CUEVAS	_____	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement of their own free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of fifteen (15) pages including this page wherein the Acknowledgment is written and has been signed by the Parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this 29 day of AUG 2012 2012 at Manila, Philippines.

Notary Public

[Signature]
 ATTY. DELFIN R. AGCAOILI, JR.
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2012
 PTR NO. 0285334 / 2012-2013 MLA.
 ISP NO. 797290, 2012 MLA.
 ROLL NO. 24655 / TIN -144-519-066
 MCLE III- 0013521

Doc. No. 74 ;
 Page No. 8 ;
 Book No. 99 ;
 Series of 2012.

[Signature]
 MS. HELEN R. ALCANTARA
 PUP Accounting Dept. Director

[Signature]
 MS. MARISSA A. LEGASPI
 VP for Finance

[Signature]
 ATTY. ESTELITA WI - DELA ROSA
 PBAC Chairman

[Signature]
 MR. REYNALDO M. CUEVAS
 Care Best International, Inc. President

[Signature]
 DR. EMANUEL C. DE GUZMAN
 PUP President

MTEX U

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	Reference Number		Title	Published	Closing	Status
1	2004444	0	Office Supplies and Devices-(PR#12-10-0595/12-10-0598)	30/10/2012	06/11/2012 05:00PM	Failed
2	1969266	0	INP-003-12=Negotiated Procurement for the Supply & Delivery of Hardware & Const. Materials	01/10/2012	12/10/2012 09:30AM	Failed
3	1932852	0	B-017-12a=Lot 2- SIS/HRIS Rack Servers	30/08/2012	21/09/2012 01:30PM	Failed
4	1932840	0	B-017-12=Lot 1 - Network Core Switch Equipment with Cabling	30/08/2012	21/09/2012 09:30AM	Failed
5	1925900	0	I.T. Parts, Supplies & Accessories - Scanner - (PR#12-07-0430)	23/08/2012	30/08/2012 05:00PM	Failed
6	1915943	0	B-015-12=Supply & Delivery of Continuous Ink, MonoLaser & Network MonoLaser Printers	13/08/2012	03/09/2012 09:30AM	Failed
7	1863297	0	Educational Materials & Supplies - Drafting Table (PR#12-06-0381)	25/06/2012	02/07/2012 05:00PM	Failed
8	1851160	0	B-010-12=Supply of Maintenance & Electrical Supplies	14/06/2012	04/07/2012 01:30PM	Failed
9	1832985	0	B-009-12=Supply of Janitorial Services	28/05/2012	19/06/2012 01:30PM	Failed
10	1826610	0	B-008-12=Procurement of PUP Network Core Switch	22/05/2012	13/06/2012 01:30PM	Failed
11	1821379	0	B-006-12=Supply of Tablet Chairs, Teachers Table & Chairs	16/05/2012	07/06/2012 09:30AM	Failed
12	1799608	0	B-005-12=Supply of Janitorial Services	25/04/2012	18/05/2012 09:30AM	Failed
13	1789879	0	B-004-12=Supply & Installation of Air Conditioning Units	16/04/2012	08/05/2012 10:00AM	Failed
14	1749789	0	B-003-12 - Printers	06/03/2012	20/03/2012 01:30PM	Failed
15	1698379	0	B-001-12=Supply of Janitorial Services-2012	03/01/2012	24/01/2012 01:30PM	Failed
16	1664107	0	Bidding-012-11=Supply of Janitorial Services for 2012	22/11/2011	13/12/2011 09:30AM	Failed

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 award