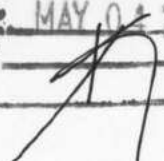
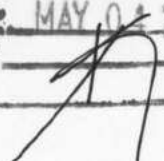


CONTRACT FOR JANITORIAL SERVICES

CUA UP - MINDANAO
RECEIVED
DATE: MAY 04 2021
TIME: 
BY: 

This Contract for Janitorial Services is executed by and between:

UNIVERSITY OF THE PHILIPPINES MINDANAO, a national university, a public and secular institution of higher learning, created by virtue of Republic Act 7889 with official address at UP Mindanao Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LARRY N. DIGAL, Ph.D.**, hereinafter referred to as "**UNIVERSITY**".

and

ANLEO MAINTENANCE AND ALLIED SERVICES, a corporation organized and existing by virtue of Philippine laws, with business address at Mitsui Bussan Village, Bajada, Davao City, represented by its Proprietor/General Manager, **ANDRES L. RECONES**, hereinafter referred to as "**AGENCY**".

RECITALS:

The **UNIVERSITY** desires to have its buildings and premises cleaned and properly maintained.

The **AGENCY** is engaged in the business of building maintenance, janitorial and other manpower services, particularly the upkeeping of building offices and surroundings.

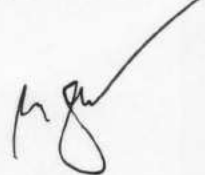
After evaluating, all the bids submitted in a public bidding for janitorial services, the UP Mindanao Bids and Awards Committee determined that herein **AGENCY** offered the lowest calculated and responsive bid in accordance with procurement law, rules and regulations and therefore, most advantageous to the **UNIVERSITY**.

The **UNIVERSITY** hereby accepts the **AGENCY**'s offer to provide janitorial services in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Contract Period** – The contract duration shall be from 1 May 2021 and shall end on 30 April 2022, unless otherwise pre-terminated by either party subject to laws, government rules and regulations.
2. **Contract Price** – The **UNIVERSITY** shall pay the **AGENCY** the contract price of **THREE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SEVENTY-THREE PESOS AND 28/100 (P3,499,973.28)**, or a daily rate in accordance with the applicable law on Wage Order. The bid documents submitted by the **AGENCY** shall form an integral part of this instrument as "ANNEX A".
3. **Salaries, When Payable** – The salary of each janitor shall without delay be paid every 15th and 30th day of the month. If these days fall on a weekend/holiday, the salary should be immediately released on the next succeeding working day. This provision also applies to any additional janitor/s that may be required. All taxes due the Government shall be the responsibility of the **AGENCY**.
4. **Mandatory Increase** – In the event of a government-mandated increase in wages during the effectivity of this Contract, the **AGENCY** shall comply therewith. The contract price may be amended by the parties due to wage increase subject to availability of funds of the **UNIVERSITY**.
5. **Janitorial Plan** – The **AGENCY** shall faithfully implement at all times the Janitorial Plan submitted in the bidding, herein made part of the Contract as **Annex A**. In the event of any

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inconsistency in the Janitorial Plan submitted and the University minimum standard/policy, the better standard shall be followed at the sole discretion of the UNIVERSITY.

6. Number of Janitors – The AGENCY shall provide to the UNIVERSITY a total of nineteen (19) janitors to render work based on the daily-work-assignments or at least forty hours a week, from Monday to Friday with the work hours or schedule to be arranged by the Office of the Vice-Chancellor for Administration.

Should the UNIVERSITY desire to increase the number of janitors, in a regular or an emergency plan, the contract price per janitor shall be the same as stipulated in "ANNEX A". This is without prejudice to the UNIVERSITY's discretion, right or option to obtain janitorial services from elsewhere.

Furthermore, at no cost to University, the AGENCY shall provide at least two (2) janitors on special affairs or events in UP Mindanao such as graduation, Board of Regents meeting, anniversary celebration, Christmas Parolan Festival and the like.

7. Roving Supervisor or Lead Supervisor – The AGENCY shall assign a Roving or Lead Supervisor who shall submit a written report on his weekly inspections to the Vice-Chancellor for Administration or authorized representative at least once a week. The supervisor shall monitor and supervise the janitors and to do random or on-the-spot check making sure they comply with their daily-work-assignments. The compensation of the said supervisor shall be at no obligatory cost to the UNIVERSITY.

8. Performance Bond – In accordance with the procurement law, the AGENCY shall, within 10 days from receipt of the notice of award but prior to the signing of this Contract, file a Cash, Certified Check, Cashier's Check or Manager's Check or Surety Bond in favor of the UNIVERSITY in the amount of One Million Forty-Nine Thousand Nine Hundred Ninety-Two Pesos (P1,049,992.00) as security for the faithful performance of the obligations imposed upon the AGENCY under this contract.

The AGENCY shall post a performance bond for each additional janitor in the amount equivalent to at least THIRTY PERCENT (30%) of the contract price or such higher amount as may be determined by the UNIVERSITY.

9. Pre-Deployment Requirements – Within 10 days from receipt of the notice of award but prior to signing of this contract, for each janitor to be assigned to the UNIVERSITY prior to the first day of deployment, the AGENCY shall submit the following:

- a. Certificate of training;
- b. NBI Clearance;
- c. Result of Psychological/Neuro Testing; and
- d. Medical Certificate and PNP Drug Test Result.

10. No Employer-Employee Relationship – The AGENCY shall assume full and exclusive responsibility to pay the wages, including such other sums as may be legally due the janitors, it being understood that the janitors are NOT employees of the UNIVERSITY, but those of the AGENCY. The AGENCY shall hold the UNIVERSITY free and harmless from any action or liability whatsoever arising from any claim by any of its personnel pursuant to this Contract, Philippine Labor Laws or any claim arising from an employer-employee relationship. The UNIVERSITY shall not be liable to any damage, injury or death caused and committed by the janitors to personnel, student and third persons. The AGENCY shall hold the UNIVERSITY free and harmless from any such claim.

11. General Qualifications of Janitors – The AGENCY shall provide personnel who are diligent, honest, well-trained, cooperative, each of whom must have favorable NBI clearances, and must have passed a Psychological/Neuro Test and the PNP Medical and Drug Tests. Log in and log out the Record Book of the front desk of the building/premises upon arrival and before

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Handwritten signature: J. P. Higayamanda

leaving; maintain a clear appearance – no wearing of sandals, slippers or shorts/pedal pants; immediately report any suspicious person/s or activity/ies that they may observe to be prejudicial or endangering the *UNIVERSITY* or its constituents.

12. Uniform – The janitor shall wear the *AGENCY*'s official uniform or shirt with collar, with either Identification card or embroidered name patch/plates. Otherwise the *UNIVERSITY* may refuse the janitor to proceed to work. In no case shall they be allowed to stay within the *UNIVERSITY* premises after their tour of duty unless necessary and with the approval of the *UNIVERSITY* authorities concerned. The *AGENCY* binds itself that it shall be liable to pay the *UNIVERSITY*, as liquidated damages, the amount of ONE THOUSAND PESOS (P 1,000.00) per day per janitor who fails to wear the prescribed uniform and ID while on duty.

13. Routine Operations and Minimum Requirements – Under the Janitorial Plan, the janitors' daily, weekly and monthly routine operations as may be stated in "ANNEX B" shall be followed and the *AGENCY*, through a supervisor specifically or regularly assigned to the *UNIVERSITY*, shall ensure that the janitors are aware of and will do these daily, weekly and monthly tasks.

The foregoing stipulations notwithstanding, the *AGENCY* undertakes that its janitors shall faithfully perform additional duties and responsibilities which the *UNIVERSITY* or the Building Administrators may reasonably require from time to time.

14. Equipment and Supply – The consumable materials such as but not limited to crescent high grade wax, air freshener, soap, gasoline-unleaded, floor wax-liquid and other supplies to be used in performing the above services by the janitors shall be for the account of the *AGENCY*. Attached herewith forming an integral part of this instrument is "ANNEX C". Only the water and electrical consumption shall be for the account of the *UNIVERSITY*.

It shall be for the direct responsibility and obligation of the *AGENCY* to furnish, bring in or provide the equipment/materials, such as but not limited to grass cutter, lawnmower, floor polisher with stripping pad and holder, vacuum cleaner, in good looking condition as may be scheduled or required by the *UNIVERSITY*. Miscellaneous tools and implements of janitors used for cleaning purposes such as rags, feather dusters etc. shall also be the responsibility and shall be provided by the *AGENCY* without need of reminder. The *AGENCY* binds itself to be liable to pay the *UNIVERSITY* the liquidated damage in the amount of ONE THOUSAND PESOS (P 1,000.00) per equipment per day, for failure to bring in or provide the equipment as aforementioned.

15. Security Search – The janitors shall be subject to search by the security guards upon entering and leaving the premises of the *UNIVERSITY* as a precaution against property losses. The *UNIVERSITY* may any time, refuse any janitor to enter the campus premises or may not be allowed to work, when suspected or observed to be nearly intoxicated with alcohol, drugs or similar pernicious substances, without prejudice to any legal remedy the *UNIVERSITY* may proceed against the erring janitor or the *AGENCY* or both.

16. Prompt Payment of Salary and Benefits – The *AGENCY* shall promptly pay its personnel, the wages and other mandatory benefits due them in accordance with labor standards law, orders, rules, and regulations. In addition, the *AGENCY* shall promptly remit to the proper government agencies the required contributions affecting the janitors such as Social Security System, Pag-ibig, Philhealth and such other contributions or premiums or loan payments as mandated by law. The *AGENCY* shall be required to submit to the *UNIVERSITY* a document showing the remittance to SSS, Philhealth and Pag-ibig contributions, on a monthly basis.

17. Billing Documents – As a precondition for any payment by the *UNIVERSITY* to the *AGENCY*, the latter shall submit the official certification from the appropriate government institutions concerned that the *AGENCY* has duly paid the employer's share for contributions like SSS, Pag-ibig, Philhealth and such other benefits, premiums, or payments as the janitors are or may be entitled. Certifications from these government institutions shall be a quarterly requirement and shall be considered as billing documents and therefore prerequisite to payment.

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