

CONTRACT FOR JANITORIAL SERVICES
Supply of Janitorial Services for 2024 (PBM 2024-12)

This Contract for Janitorial Services is executed by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, through its constituent unit, the **UNIVERSITY OF THE PHILIPPINES MINDANAO (UP MINDANAO)**, established by virtue of Republic Act No. 7889, with official address at UP Mindanao Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LYRE ANNI E. MURAO, Ph.D.**, hereinafter referred to as "**UNIVERSITY**".

and

RLS MANPOWER & JANITORIAL SERVICES, a corporation organized and existing by virtue of Philippine laws, with business address at B3 L22 P7 2/F-12 Dunkin Donuts Building, Ecoland Subdivision, Matina Davao City, represented by its General Manager /Authorized Representative, **OLIVER B. DERECHO**, hereinafter referred to as "**AGENCY**".

RECITALS:

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

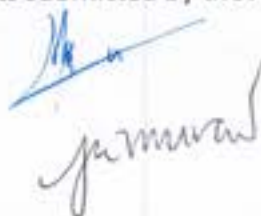
The **AGENCY** is engaged in the business of building maintenance, janitorial and other manpower services, particularly the upkeep of building offices and surroundings.

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 January 2025 and shall end on 31 December 2025, 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 **FIVE MILLION THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE PESOS AND 68/100 (P5,308,495.68)**, 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 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 twenty three (23) 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 UP Mindanao.

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.

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 Admin Building/ designated area assignment 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 Two Hundred Sixty-Five Thousand Four Hundred Twenty-Four pesos and 38/100 (P 265,424.38) 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, students 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 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.

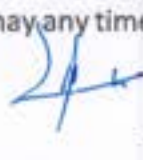
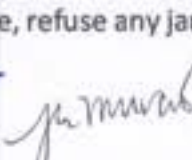
13. Routine Operations and Minimum Requirements – Under the Janitorial Plan, the janitors' daily, weekly and monthly routine operations as may be stated in "ANNEX B" shall be followed and the AGENCY, through a supervisor specifically or regularly assigned to the UNIVERSITY, shall ensure that the janitors 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. The payroll of the janitors with their corresponding signatures indicating the amount received for the period shall be part of the monthly billing documents. If the requisite billing documents are not submitted, the *UNIVERSITY* may refuse payment until such documents are submitted; nevertheless, this is neither a ground for the *AGENCY* to delay its payment of wages and benefits due to the personnel assigned to the *UNIVERSITY* and as specified in Section 3 hereof, payment dates fall on the 15th and 30th of each month.

If any of the above-mentioned billing documents are found to contain forged signatures or fictitious names, then such acts or similar fraudulent acts shall be considered a serious breach, which shall entitle the *UNIVERSITY* to unilaterally and immediately rescind or terminate this contract without prejudice to whatever other legal remedies the *UNIVERSITY* may exercise under the law.

18. Pre-conditions for Payment by the University – The following are the pre-conditions for payment by the University:

1. Posting of bonds under Section 8 ;
2. Billing documents under Section 17; and
3. Such other documents as the *UNIVERSITY* may reasonably require.

19. Replacement: Regular and Upon Request – The *UNIVERSITY*, may verbally or in writing, with or without cause, and at any time during the effectivity of this contract, require the *AGENCY* to replace any janitor/s assigned to it which shall be immediately complied within twenty-four (24) hours from notice by the *AGENCY*. Otherwise, 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 janitor per day, for failure to comply therewith.

The *AGENCY* must immediately provide replacement if and when janitors assigned to the *UNIVERSITY* are for whatever reason, are unavailable. The *AGENCY* may replace, by prior written notice of 24 hours for a temporary replacement and 3 days for a permanent replacement, unless for a valid reason the janitor needs to be replaced immediately.

20. Interruption of Service – In case of unjustifiable interruption or failure by the *AGENCY* to render service for any cause not attributable to the fault of the *UNIVERSITY*, the latter may

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procure the services of another agency and the AGENCY shall pay costs incurred to be taken from the performance bond and without prejudice to whatever other legal remedies the UNIVERSITY may initiate against the AGENCY.

21. Termination – (1) With Notice: Upon thirty (30) days written notice, either party may pre-terminate this contract stating the reason thereof. (2) Immediate termination for a valid cause: The UNIVERSITY may unilaterally and immediately terminate this contract for a valid cause, aside from those provided by statutes, to wit:

- a) Delay in or incomplete payments of salaries or, delay in or incomplete remittance of contributions to the government agencies; delay and incomplete payments need not be in regard to the janitors assigned to the UNIVERSITY; and failure to comply with janitorial plan; violation of any provision of this contract or its annexes etc. or
- b) Unsatisfactory Rating (“Fair” or “Poor”) as conducted by the UNIVERSITY in its quarterly evaluation, which is under the direct supervision of the Office of the Vice Chancellor for Administration.

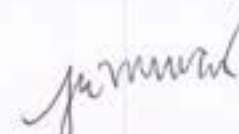
22. Non-waiver - The failure of the UNIVERSITY to insist upon a strict performance of any of the terms of this contract shall not be deemed a relinquishment or waiver of any of its right or remedy hereunder, nor shall it be construed to be a waiver of any subsequent breach or default of the terms and conditions herein contained.

23. Taxes and Insurance – The AGENCY binds itself to be directly responsible to any tax due the government by reason of this contract, such as but not limited to Value Added Tax etc. to be implemented subject to tax or revenue laws. Furthermore, it is the sole and principal responsibility of the AGENCY that the janitors deployed or assigned to the UNIVERSITY shall be covered by a life insurance and comprehensive liability insurance.

24. Attorney’s and Other Fees – In the event that the UNIVERSITY is made to defend or is compelled to seek judicial relief under or related to this contract, the AGENCY binds itself to pay the UNIVERSITY attorney’s fees equivalent to twenty-five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (P 10,000.00), plus litigation costs or other incidental expenses to which the UNIVERSITY may be entitled under the law.

25. Venue – Any litigation or judicial action arising out of or in relation to this contract shall be filed before the competent courts of Davao City only, without prejudice to prior availment of the alternative modes of dispute resolution (UNCITRAL Model Law, RA 9285, 2004) that the parties may mutually decide.

26. Performance Criteria – The Janitorial agency shall maintain a Satisfactory level or performance throughout the term of the contract based on the following: (i) Quality of Service (40%); (ii) Management and Suitability of Personnel (30%); (iii) Contract Administration (20%); (iv) Time Management (5%); (v) Submission of Periodic Progress Reports (5 %).



26 DEC 2024

IN WITNESS WHEREOF, the parties have affixed their signatures this 26 day of 2024 at Davao City, Philippines.

UNIVERSITY OF THE PHILIPPINES MINDANAO

By: LYRE ANNI E. MURAO, Ph.D. Chancellor

RLS MANPOWER & JANITORIAL SERVICES

By: OLIVER B. DERECHO General Manager

Signed in the presence of:

LEO MANUEL B. ESTAÑA, Ph.D. Vice Chancellor for Administration UP Mindanao

ZENAIDA G. CALATRAVA, CPA Chief, Accounting Office

Republic of the Philippines) DAVAO CITY) ss. X-----X

ACKNOWLEDGMENT

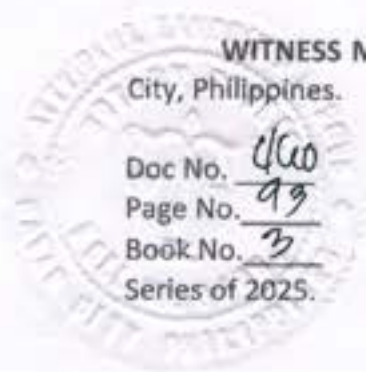
BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit:

Table with 3 columns: Name, Gov.t Issued ID, Date Issued. Rows include Lyre Anni E. Murao and Oliver B. Derecho.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same if their free and voluntary act and deed and that it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of six (6) pages including this page where the acknowledgment is written, refers to a Contract for Janitorial Services between the UNIVERSITY OF THE PHILIPPINES MINDANAO and RLS MANPOWER & JANITORIAL SERVICES INC., it has been signed by the parties and their instrumental witnesses at every page.

WITNESS MY HAND AND NOTARIAL SEAL this 26 day of 2024 at Davao City, Philippines.



Doc No. 460 Page No. 99 Book No. 3 Series of 2025.

ATTY. PAUL ZAMRIX A. BURGOS Notary Public for Davao City Commission No. 2023-03-2024 until December 31, 2024