

CONTRACT FOR JANITORIAL SERVICES

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 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 February 2020 and shall end on 31 January 2021, 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 **TWO MILLION SIX HUNDRED NINETY ONE THOUSAND SIX HUNDRED TWENTY SIX PESOS AND 40/100 (P2,691,626.40)**, 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