

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 fifteen (15) 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 three (3) 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 Eight Hundred Seven Thousand Four Hundred Eighty Eight Pesos (P807,488.00) 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