

**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF ENERGY-MINDANAO FIELD OFFICE**  
3<sup>rd</sup> Floor, Tolentino 2020 Bldg., Candelaria Ave.,  
Ecoland, Matina, Davao City

**CY 2024 CONTRACT FOR JANITORIAL SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this MAY 07 2024 day of \_\_\_\_\_ 2024,  
3<sup>rd</sup> Floor, Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City

**The DEPARTMENT OF ENERGY**, a government agency created under Republic Act No. 7638, as amended thru its Mindanao Field Office, with office address Energy Center, Rizal Drive, Bonifacio Global, Taguig City, Metro Manila, represented herein by its Director for Mindanao Field Office, **MR. NILO J. GEROCHE**, hereinafter referred to as the **"CLIENT"**;

-and-

**ANLEO MAINTENANCE & ALLIED SERVICES JANITORIAL & MANPOWER SERVICES**, a single proprietor duly organized and existing in accordance with the laws of the Republic of the Philippines, with office address at Mitsui Bussan Village, Infront of Victoria Plaza, Back of NBI, Bajada, Davao City, represented in this instance by **MR. ANDRES L. RECONES** its Proprietor/General Manager, hereinafter referred to as the **"CONTRACTOR"**

The **CLIENT** and **CONTRACTOR** are hereinafter collectively referred to as **"PARTIES"** and individually as **"PARTY"**.

**WITNESSETH : That**

**WHEREAS, CLIENT** is in need of a duly licensed and responsible janitorial service contractor, which shall render janitorial services for the maintenance and sanitation of its Mindanao Field Office (MFO) located at the 3<sup>rd</sup> and 4<sup>th</sup> Floor, Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City;

*Handwritten signature*

**WHEREAS, CONTRACTOR**, being a duly licensed and responsible janitorial service contractor, has offered to furnish the services needed by **CLIENT**;

**WHEREAS**, Section 53.9 Rule XVI of the 2016 Revised IRR of RA 9184, otherwise known as "Government Procurement Reform Act" authorized the conduct of Small Value Procurement for Negotiated Procurement under Alternative Method of Procurement (AMP);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **PARTIES** herein have agreed, as they do hereby agree, as follows:

1. **CLIENT** hereby agrees to engage the services of **CONTRACTOR**, for the latter to provide the former with two (2) competent janitorial personnel working eight (8) hours a day, six (6) days a week (Monday to Saturday) observing the daily working schedules of 8:00 A.M. to 5:00 P.M.
2. **CONTRACTOR** shall provide the following services:
  - a. Daily Services (Monday to Friday):
    1. Sweeping, scrubbing, mopping, and polishing of floors;
    2. Cleaning, dusting and polishing of office furniture and equipment, emptying of ash trays, sand urns, waste baskets and disposal of garbage;
    3. Cleaning of rooms, walls, doors, and fixtures;
    4. Daily vacuuming of carpeted rooms, offices, and conference room. (**CONTRACTOR** to assign one (1) heavy duty vacuum cleaner equipment to the Field Office in Davao City.)
  - b. Weekly Services (Saturday)
    1. General cleaning of office premises, includes stripping and scrubbing of old coat of wax, re-application of new coat and polishing;
    2. Cleaning of furniture and office equipment which consist of dusting, wiping, spot scrubbing, application of high grade solution and polishing;
    3. General cleaning of waste receptacles, waste cans and ash trays;

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c. Quarterly Services

1. General cleaning of walls and ceilings including wall decorations and lighting diffusers;
2. Cleaning of glass walls, doors, windows and ledges; and
3. Shampooing of carpets using standard carpet shampoo solutions.

The **CLIENT**'s estimate or **CONTRACTOR**'s bid, whichever is higher, shall be the basis for computing the deduction of payment of **CONTRACTOR** whenever it fails to deliver said quarterly shampooing services or any part thereof. When the need arises, special request for carpet shampooing shall be accomplished by **CONTRACTOR** within two (2) days from receipt of **CLIENT**'S formal request. For this purpose, a separate billing shall be affected based on the bid of **CONTRACTOR** per square meter.

d. Additional Services:

1. Competent supervision;
2. Thorough inspection of the area once a week and do cleaning when necessary;
3. Immediate action on complaints; and
4. Messengerial and errand works.

Hygienic Pest and Rodent Control Services shall consist of and include the following:

a. Schedule of Services

1. Conduct of Hygienic Pest and Rodent Control Services on the 1<sup>st</sup> and 3<sup>rd</sup> Saturdays of every month and upon the request of **CLIENT** when the need arises.

b. Scope of Services

1. Exterminate bed bugs, rats/mice, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects;
2. Spraying through application of residual formulation of

*Summerville*

pesticide on surface likely frequented by pests or insects as well as all probable hiding and breeding places;

3. Application of rat killer poison pastes and granules as necessary.  
Laying out fly papers to catch small rats especially at office corners, back of credenza, filing cabinets and under the tables where rats are usually seen.

3. **CONTRACTOR** shall provide all the cleaning supplies, materials and equipment as indicated in Annex "B" hereof that are needed to ensure a satisfactory outcome of its job responsibilities. The corresponding cost of the cleaning supplies and materials not delivered shall be deducted from the payment for the corresponding month. Further, a penalty of Php 100.00 per day per Equipment shall be imposed against **CONTRACTOR** starting on the 3<sup>rd</sup> day from the time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within a week's time shall be replaced with an identical unit or brand, otherwise the penalty shall be raised to Php200.00 per day starting on the 8<sup>th</sup> day after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

4. **CONTRACTOR** agrees that the janitorial personnel it shall assign to **CLIENT** are thoroughly screened as to qualification, experience, moral character and other employment requirements and who have submitted to **CONTRACTOR** favorable *Medical Certificate and Police Clearance*. These shall be submitted to **CLIENT** by **CONTRACTOR** immediately not later than three (3) days upon such assignment.

5. **CONTRACTOR** agrees to assume full responsibility for the act and conduct of the janitorial personnel it provides to the **CLIENT** and guarantees that such

*Handwritten signature*

janitor will continue to report in his/her assigned work as long as his services is needed by **CLIENT**. The **CONTRACTOR** shall strictly prohibit its janitor to stay-in or live-in the **CLIENT**'s premises during his off-schedule except during highly exceptional situations as may be determined by **CLIENT**. It is agreed that **CLIENT** reserves the right to refuse any janitor who is not acceptable to the **CLIENT**. It is likewise agreed, that whenever **CLIENT** communicates to **CONTRACTOR** its need for a replacement of janitor, the same shall be responded to by **CONTRACTOR** immediately, and a new janitorial personnel must be provided not later than three (3) days from receipt of such communication. For purposes of this paragraph, **CONTRACTOR** likewise guarantees that the janitor it shall assign to **CLIENT** shall observe and strictly comply with the proper order and decorum, as well as, the rules and regulations pertaining to **CONTRACTOR**'s janitor as provided for in Annex "A" hereof which shall form part of this Contract.

6. For and in consideration of the services to be rendered by **CONTRACTOR** to **CLIENT** in accordance with this Agreement, the latter shall pay the former the total amount of PESOS: **THREE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED SIXTEEN PESOS AND 08/100 CENTAVOS ONLY (Php 313,516.08)**: for the period May to December 2024 to be paid in eight (8) equal monthly installments. **CLIENT** shall pay **CONTRACTOR** a monthly amount of PESOS: **THIRTY NINE THOUSAND ONE HUNDRED EIGHTY NINE PESOS AND 51/100 CENTAVOS ONLY (Php 39,189.51)**: less deduction for tardiness and/or absences, and taxes at least two weeks after receipt of the **CONTRACTOR**'s corresponding billing to be submitted on or before the second day of the following month for the services rendered on the preceding month and accompanied by a Sworn Affidavit by **CONTRACTOR** to the effect that it has paid all the wages and benefits of the janitor detailed to **CLIENT**, in accordance

with existing laws, including the remittance of SSS premiums, EC, Pag-ibig, and Philhealth monthly contributions. The **CONTRACTOR** shall submit as proof the official copy of their remittance (monthly and/or quarterly as applicable) to said offices reflecting the name of its janitor assigned at **CLIENT**. **CLIENT** shall not process any billing submitted without the foregoing documents. **CONTRACTOR** expressly authorizes **CLIENT** to have access to and to inspect the original copy of **CONTRACTOR**'s payroll containing its janitor assigned to **CLIENT**.

If at any time during the lifetime of this Contract there shall be an increase in minimum wage, benefits and other increments pursuant to presidential issuances or pertinent legislation, above rates and their effectivity shall be adjusted and correspond accordingly to said issuances or legislation, provided that **CLIENT**'s current budget can accommodate such increase. This Contract shall be subject to amendments, modifications and revisions in the event that the budget allocation of **CLIENT** for maintenance and other operating expenses for the current contract period as may be provided by governing laws, rules and regulations and mandated by competent authority is reduced and/or decreased substantially. Relative thereto, **CLIENT** reserves the right to determine the specific areas/aspects of the original contractual stipulations where the reductions can be accommodated without prejudice to the effectiveness of the whole contract.

7. It is expressly agreed and understood that the janitor/s of **CONTRACTOR** is not an employee of **CLIENT** and as such, **CLIENT** shall not in any way be liable or responsible for any personal injury or damage including death sustained by or caused to janitor assigned to **CLIENT** during the lawful performance of his duty. **CONTRACTOR** shall at all times be solely liable and/or responsible for the strict enforcement of, compliance with and

*Remuneration*



observance of all existing laws, rules and regulations pertaining to the employment of its janitor assigned to **CLIENT**, such as those of and under the Labor Code, Social Security System, Employee Compensation Commission, Philhealth and the like. **CONTRACTOR** hereby agrees and binds itself to save and hold **CLIENT** free and harmless from any and all liabilities or expenses in case of any violation of such laws, rules and regulations or any dispute between **CONTRACTOR** and its janitor which may arise therefrom. **CONTRACTOR** shall immediately replace its janitor who has any dispute or claim against **CONTRACTOR** whenever action/s taken by the concerned janitor is deemed to prejudice the janitorial services outsourced by **CLIENT**. In any case, any violation of or non-compliance with the foregoing laws, rules and regulations shall be deemed a breach of this Contract, and **CLIENT** is vested with the right to terminate this Contract, and/or proceed against the Performance Bond of **CONTRACTOR**, or to withhold the equivalent amount from any money or payment that is due or owing to **CONTRACTOR**, without prejudice to other legal actions or remedies it may avail of itself.

In case of labor dispute involving the janitor assigned by **CONTRACTOR** to **CLIENT**, **CONTRACTOR** agrees to save **CLIENT** free and harmless from any expenses incurred in connection with said labor disputes. In the event that **CLIENT** will incur liabilities and/or expenses in connection with said labor disputes, **CLIENT** has the right to immediately proceed against the Performance Bond provided in the next succeeding paragraph or to withhold the equivalent amount from any money or payment that is due or owing to the **CONTRACTOR**.

9. **CONTRACTOR** shall be responsible for any loss or damage to property that may be sustained by **CLIENT**, or for any death, loss or injury to **CLIENT**'s

personnel or guests, arising out of or resulting from the fault or negligence of its janitor. **CONTRACTOR** shall not be responsible for any loss or damage **CLIENT** may suffer in the premises when such loss or damage is due to force majeure or fortuitous events, acts of God or negligence of officers, agents, drivers, or employees of **CLIENT** unless **CONTRACTOR** or its janitor has contributed in any manner in sustaining such loss or damage in which event **CONTRACTOR's** liability is limited to such contributory fault or negligence.

**CONTRACTOR** hereby agrees to fully indemnify **CLIENT**, its personnel or guest for any death or injury that may be suffered, or pay or replace at the full value of the property lost or damaged, as the case may be, not later than thirty (30) days after a formal claim has been filed against **CLIENT**;

10. **CONTRACTOR** shall provide **CLIENT** with all possible assistance in case of emergencies, such as during fire, typhoons, earthquake and such other calamities.
11. **CONTRACTOR** shall likewise implement, enforce or obey such orders, instructions or policies as **CLIENT** may, from time to time, issue to ensure security and protection of the latter's properties and personnel, and **CONTRACTOR** warrants and represents that the janitor assigned to **CLIENT** shall strictly follow, obey, observe and implement such orders, instructions or policies;
12. **CLIENT** hereby reserves the right to rescind, terminate or abrogate its Contract with **CONTRACTOR** in any of, but not limited to, the following instances attributed to **CONTRACTOR**:
  - a. Negligence on the part of **CONTRACTOR** resulting to material and financial losses to **CLIENT**;





- b. Submission of falsified or forged license as well as other falsified documents and reports;
  - c. Engagement by **CONTRACTOR** or its janitor assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security;
  - d. Report or display of discourtesy and rudeness by its janitor; and
  - e. Breach of obligations and the terms and conditions under this Contract.
13. **CONTRACTOR** warrants that it or any of its officials or representatives has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** at its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CONTRACTOR** 's or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
14. **CONTRACTOR** shall not sub-let or sub-contract any work covered herein except with the prior written approval by **CLIENT**.
15. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits and licenses required by national or local authorities, or by civilian or military authorities, in order to continue operating legally;



16. Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any, and if it deems necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law;
17. This Contract for services shall be for a period of Eight (8) months effective May to December 2024 unless sooner terminated by **CLIENT** by giving the other party thirty (30) days written notice of termination. Notwithstanding the foregoing, in the event **CLIENT** is prevented from doing business due to war, civil commotions, strikes and labor troubles among **CLIENT**'s employees, acts of God, force majeure, or any other cause beyond its control, this Contract shall be deemed suspended during the existence of any of the foregoing causes after which period, this Contract shall be deemed effective and its duration extended for the time of suspension thereof, unless **CLIENT** terminates this Contract by reason of such force majeure causes.
18. **CLIENT** and **CONTRACTOR** expressly agree that the services rendered herein are extremely vital to **CLIENT**, such that in the event of any act, cause or reason beyond the control of **CONTRACTOR**, strikes, lockouts or labor disputes which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** 72-hour prior written notice.
19. It is further agreed that in the event the personnel of **CONTRACTOR** fail to satisfactorily provide the services outlined in this Contract or declare a strike against **CONTRACTOR**, **CLIENT** has the right to cancel this Contract forthwith and confiscate or forfeit the Performance Bond of **CONTRACTOR**.

*Revised*

20. It is expressly agreed upon that, in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, moneys and/or accounts receivable that are in control and in possession of **CLIENT** that may be due or owing to **CONTRACTOR**;
21. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;
22. All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply.
23. As much as possible, disputes shall be settled amicably between the **Parties**. However, in the event either **Party** to this Contract shall take judicial action, the **Parties** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Taguig City, Metro Manila or Davao City having jurisdiction over the same, and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines;
24. **CONTRACTOR** is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended

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accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

25. **CONTRACTOR** binds itself to comply strictly with Annex "A" hereof on the Rules and Regulations pertaining to **CONTRACTOR's** janitor assigned at **CLIENT's** premises.
26. This Contract shall be valid and binding between the **PARTIES**, their heirs, executors, administrators, principals, successors-in-interest and assigns.

IN WITNESS WHEREOF, the **Parties** hereto have signed this instrument at the Mindanao Field Office, 3<sup>rd</sup> Floor, Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, on the date and at place first above written.

**DEPARTMENT OF ENERGY**  
(CLIENT)

**ANLEO MAINTENANCE &  
ALLIED SERVICES JANITORIAL &  
MANPOWER SERVICES**  
(CONTRACTOR)

By:

  
**NILO J. GEROCHE**  
Director, MFO

By:

  
**ANDRES L. RECONES**  
Proprietor/General Manager

SIGNED IN THE PRESENCE OF:


  
**HELEN C. ROLDAN**  
OIC, Accounting Division

OF No. 01-24-06-171

OF Date: June 5, 2024

OF No. 02-10101-2024-06-03272

P 213. 576. 02

  
**Andres L. Recones**  
Asst. Manager

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ) S.S  
Davao City )

BEFORE ME, this \_\_\_\_\_ day of 01 JUL 2024, 2024 at  
Davao City, personally appeared:

**NILO J. GEROCHE**, with Taxpayer's Identification No.  
133-506-525 issued in Davao City in his capacity  
as Director for Mindanao Field Office of the  
**DEPARTMENT OF ENERGY**;

- and -


**ANDRES L. RECONES** with National ID  
No. 5216-0463-6829-1564 in his capacity as  
Proprietor/General Manager of **ANLEO MAINTENANCE  
& ALLIED SERVICES JANITORIAL & MANPOWER  
SERVICES**.

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the office or entity which they respectively represent.

This document refers to the Contract for Janitorial Services and consists of thirteen (13) pages including this page on which this acknowledgement is written and all pages hereof have been signed by the **Parties** and their witnesses, and stamped with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

Doc. No. 88 ;  
Page No. 19 ;  
Book No. 1 ;  
Series of 2024.

  
**ATTY. REMLE ANNE M. ESTACIO**  
Notary Public  
Notarial Commission No. 2023-269-2024  
valid until December 31, 2024  
TIN 761-195-144 • Roll of Attorneys No. 76244  
PTR No. 9426447 • Davao City • 01/04/2024  
IBP OR No. 382276 • Pasig City • 12/30/2023  
MCLE Compliance No. VIII-0002432; Valid until April 14, 2028