



**SIGNATURE
 REDACTED**

**CONTRACT AGREEMENT FORM
 PR_NO. 21-11-041 PIA-ADMIN 2021
 EARLY PROCUREMENT OF JANITORIAL SERVICES FOR
 PIA CENTRAL OFFICE FY 2022 (ITB 2021-04)**

THIS AGREEMENT made this _____ day of _____ 2022 between **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Director IV **KARL LOUIE B. FAJARDO**, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **GINA O. RAMOS**, President and General Manager of **EXCELLENT GENERAL SERVICES INC.** herein referred to as **"SUPPLIER"** with office address at 28 Evangeline Reyes Street, BF Resort Village Talon II, Las Piñas City of the other part;

WHEREAS, the "PHILIPPINE INFORMATION AGENCY (PIA)" solicited Bids for certain goods and ancillary services, particularly for the **EARLY PROCUREMENT OF JANITORIAL SERVICES FOR PIA CENTRAL OFFICE FY 2022 (ITB 2021-04)** and has accepted a Bid from the **EXCELLENT GENERAL SERVICES INC** for the supply of the aforementioned goods and services in the sum of **THREE MILLION SEVEN HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-SIX PESOS ONLY (PHP 3,704,976.00)** hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2) The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - I. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - III. Performance Security;
 - IV. Notice of Award of Contract; and the Bidder's conforme thereto; and

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenant and stipulations hereinafter set forth, the parties have agreed, and by these presents do hereby agreed as follows:

1. That **EXCELLENT GENERAL SERVICES INC** shall render, undertake and perform janitorial services to the **PIA** for its premises;
2. Specifically, the services to be performed by the **EXCELLENT GENERAL SERVICES INC** under this agreement shall include, whatever appropriate, the following:

**SIGNATURE
 REDACTED**

**SIGNATURE
 REDACTED**

Fund Cluster: 01
 Fund Available: P3,704,976.00 (available upon submission of the required documents)
 SIGNATURE REDACTED
CIERLYN A. SALLO
 Chief, Accounting Section

SCOPE OF WORK

DEPLOYMENT

EXCELLENT GENERAL SERVICES INC shall render, undertake and perform janitorial and other similar services for and at the premises used by and under the responsibility of the Client such as: Grounds, Basement Area, Lobby Area, Second Floor (common area, dorm and chapel) and Admin Division, 3rd Floor, 4 th Floor (those areas under Client's jurisdiction), Roof deck including Tarpaulin Area, Gym, among others.

EXCELLENT GENERAL SERVICES INC shall deploy fourteen (14) utility personnel in areas stated with one (1) supervisor. Utility personnel shall render a minimum forty-eight (48) hours of service in a week except during holidays. Overtime services shall be on a per request basis, through a written letter from the client Agency.

2.1 GENERAL SCOPE OF WORK

- 2.1.1 Dusting of wall and ceilings;
- 2.1.2 Washing of walls;
- 2.1.3 Dusting & polishing of furniture & fixtures;
- 2.1.4 Spot-cleaning (office);
- 2.1.5 Cleaning/wiping of telephone and other office equipment;
- 2.1.6 Floor care- washing, mopping, disinfecting and drying;
- 2.1.7 Vacuuming and shampooing of all carpeted areas at least twice in a month;
- 2.1.8 Window-cleaning-glass, Venetian blinds, curtain ledges;
- 2.1.9 Watering of indoor and outdoor plants;
- 2.1.10 Cleaning of ashtrays;
- 2.1.11 Garbage disposal and cleaning of garbage cans.

2.2 DAILY ROUTINE OPERATIONS

- 2.2.1 Sweeping, mopping, and/or polishing of all floors including corridors, lobbies, garden, etc.
- 2.2.2 Cleaning of all walls, including glass doors, window ledges, partitions, sliding and furniture;
- 2.2.3 Emptying, cleaning of waste paper containers, and disposing garbage at designated areas;
- 2.2.4 Cleaning and sanitizing of toilets and washrooms which include the use of special and disinfecting agents in wash basins, urinals, and toilet bowls, and toilet plungers for minor de-clogging, and emptying and washing waste baskets and plastic liners;
- 2.2.5 Installation of wall-mounted, time release fresheners in all toilets;
- 2.2.6 Dusting and cleaning of horizontal and vertical surfaces; cleaning and polishing of all aluminum door frames and/or panels;
- 2.2.7 Dusting and cleaning of office equipment, surfaces, bookshelves, cabinets and furniture;
- 2.2.8 Vacuuming of all carpeted areas and upholstered furniture;
- 2.2.9 Removing of sticky substance or dirt on the floors with putty knife and cleaning with damp cloth or rag;
- 2.2.10 Disposal of rubbish, trash and garbage from the building to receptacles provided for this purpose;
- 2.2.11 Cleaning of venetian blinds, watering of potted/indoor and outdoor plants and spot cleaning of walls;
- 2.2.12 Keeping all corridors, lobbies, entrances, stairways, and fire exits free from obstructions;
- 2.2.13 Staying at areas within the premises as designated by the agency for janitors;

SIGN
ATUR
E
REDA
CTED

SIG
NAT
URE
RED
ACT
ED

- 2.2.14 Switching off of lights and unplugging of appliances that are not in use inside the offices/rooms;
- 2.2.15 Watering and maintenance of all indoor and outdoor plants, if any.

2.3 WEEKLY PERIODIC OPERATIONS

- 2.3.1 Washing, scrubbing by the use of polishers, waxing and polishing of all rooms and floor areas;
- 2.3.2 Washing of glass windows, glass doors, and thorough cleaning of trash receptacles;
- 2.3.3 Washing and cleaning of air-conditioning units, filters, high diffuser, venetian blinds, electric fan guards and blades;
- 2.3.4 Thorough cleaning of toilet bowls, lavatory and water containers including thermos;
- 2.3.5 Thorough general cleaning, sanitizing and disinfecting of washrooms, toilets and public areas;
- 2.3.6 Dusting of light fixtures suspended from the ceiling;
- 2.3.7 Taking out of indoor plants for sunlight exposure and appropriate plant maintenance, if any;
- 2.3.8 Disinfection of office premises.

2.4 QUARTERLY PERIODIC OPERATIONS

- 2.4.1 Lighting fixtures covered by diffusers shall be removed, washed, and returned to their original positions;
- 2.4.2 Carpet shampooing at least every three (3) months;
- 2.4.3 Cleaning of ornamental plants if any;
- 2.4.4 Covered lights fixtures shall be removed, washed, and returned to their original positions once every three (3) months or as often as required for adequate cleanliness;
- 2.4.5 Cleaning/dusting of inside walls; and
- 2.4.6 Washing and polishing of window panels and glass partitions.

2.5 OTHER SERVICES

- 2.5.1 Moving of office furniture and equipment within the premises;
- 2.5.2 Deodorizing of offices/rooms and other areas as may be required;
- 2.5.3 And reporting of defects requiring attention to the Administrative Division such as leaking faucets, busted bulbs, etc.

3. Other Duties and Responsibilities:

- 3.1 There must be an available reliever and/or replacement at all times to ensure continuous and uninterrupted services, in case of absences;
- 3.2 Exercise the necessary supervision over the work of its personnel;
- 3.3 Provide uniform to the assigned janitors;
- 3.4 Comply with existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;
- 3.5 Assume the full responsibility for any claim that its janitors or workers may have, by reason of their employment, and in case of accident, injury or illness incurred in the line of duty, the PIA should not in any way be made liable by the Contractor;
- 3.6 Responsible for damage to or loss of property belonging to the PIA, of its employees; and
- 3.7 Assume responsibility with regard to compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The Contractor must provide an annual report of payment of premiums/contributions of their staff deployed in PIA to show

SIGN
ATURE
E
REDA
CTED

SIG
NAT
URE
RED
ACT
ED

receipts of payment to SSS, PhilHealth, and other evidence to show compliance to the Labor Code, as amended.

MINIMUM REQUIREMENTS

Personnel Requirements:

- a.) Must be a Filipino Citizen;
- b.) Not less than 21 years old; Of legal age
- c.) At least with high school level of education;
- d.) Physically and Mentally fit and Covid free (medical certificate, psychological test results and negative covid test result must be submitted);
- e.) Supervisor should be at least 35 years old and should have at least 3 years of supervisory experience;
- f.) Without previous record of neither conviction nor pending criminal case
- g.) Submission of a photocopy of either NBI or PNP clearance is required;
- h.) All employees are preferably fully vaccinated against COVID19, unvaccinated employees shall be required to undergo RT-PCR or Antigen test in accordance with the IATF resolution 148B and 149.

4. **NATURE OF RELATIONSHIP** – it is understood that the Service Personnel assigned to the **PIA** are and shall remain the employees of the **EXCELLENT GENERAL SERVICES INC** and no employer-employee relationship exists or shall be deemed to exist between the **PIA** and said Service Personnel.
5. **SELECTION AND ENGAGEMENT – EXCELLENT GENERAL SERVICES INC** shall assign to the **PIA** fifteen (15) competent, honest, carefully screened and properly trained Service Personnel considering the qualifications and specifications set by the **PIA**. It is however, understood that the selection and engagement of the Service Personnel remain the prerogative of the **EXCELLENT GENERAL SERVICES INC**.

EXCELLENT GENERAL SERVICES INC personnel will perform work, five (5) days a week, but must complete forty-eight (48) hours of work per week.

The provisions of the Labor Code on premiums for work rendered on Holidays, rest days and overtime shall apply.

6. **TERM OF CONTRACT PERSONNEL** – The **EXCELLENT GENERAL SERVICES INC** shall assign Service Personnel to the **PIA** for a period coterminous with this Agreement, without prejudice to the right of the **PIA** to request the **EXCELLENT GENERAL SERVICES INC** to, replace, relieve, add/deduct, suspend and/or discipline any or all Service Personnel assigned to the **PIA**. However, **EXCELLENT GENERAL SERVICES INC** shall exercise exclusively the prerogative to discipline and discharge its Service Personnel upon its own investigations.

EXCELLENT GENERAL SERVICES INC shall hold the **PIA** free from any demands with respect to the benefits that they might be entitled to and from their employer under the Minimum Wage Law, Social Security Act, Workmen's Compensation Act and other applicable Labor Laws, including any claims for injury or death.

However, the **PIA** can act upon on reports/claims of **EXCELLENT GENERAL SERVICES INC**'s personnel for any non-compliance of the **EXCELLENT GENERAL SERVICES INC** to applicable Labor Laws as deemed appropriate in the Special Conditions of the Contract.

7. **PROVISION FOR TOOLS, EQUIPMENT, ETC.** – **EXCELLENT GENERAL SERVICES INC** shall supply all tools and equipment, as well as all necessary tools, implement, instrument and materials necessary for the efficient performance of its services for the **PIA**, and shall be solely responsible for all the cost and expenses incurred by reason of the operation, maintenance and repair of the same.

SIG
NAT
URE
RED
ACT
ED

SIG
NAT
URE
RED
ACT
ED

Minimum Equipment and Supply Requirements:

<u>Equipment</u>	<u>Quantity</u>
Floor Polisher	4 units
Vacuum Cleaner, Wet and Dry	2 units
Glass Squeegee, Adjustable	6 pcs
Waste Receptacle or Push Cart for Garbage Collection	1 unit
Assorted Garden Tool set	1 set
Water hose ¾ dia. 30 mts. long w/ sprinkler	1 roll
Spatula	5 pcs
Grass Cutter	1 unit
Mop Squeezer	2 unit

Janitorial Supplies (Monthly)

<u>Item Name</u>	<u>Quantity</u>
Deodorant cake	9 doz
All Purpose Cleaner	4 gals
Emulsion wax	2 gals
Pranela/flannel cloth	24 pcs
Tissue Paper	40 pcs
Transparent Plastic Garbage Bag (Big)	100 pcs
Transparent Plastic Garbage Bag (Small)	200 pcs
Transparent Plastic Garbage Bag (XL)	100 pcs
Detergent Powder	20 Kls
Liquid Hand Soap	5 gals
Toilet Bowl Cleaner	3 gals
Clorox/Chlorine	7 gals
Glade Air Freshener	14 cans
Steel Wool Tubes	6 tubes
Pledge	14 cans
Disinfectant	5 gals
Diamond Wax	2 gals
Wax Stripper	2 gals
Fabric Softener	3 packs
Scotch Brite	20 pcs
Glass Cleaner	2 gals
Solbac	3 cans

Janitorial Supplies (Quarterly)

<u>Item Name</u>	<u>Quantity</u>
Ceiling Broom	2 pcs
Doomat	15 pcs
Dust Pan	5 pcs
Plastic Mop Head	6 pcs
Plastic Mop Handle	6 pcs
Polishing Pad	6 pcs
Scrubbing Pad	6 pcs
Push Brush	3 pcs
Soft Broom	15 pcs
Broom Stick	10 pcs
Toilet Plunger	5 pcs
Toilet Bowl Brush	10 pcs
Spray Gun	15 pcs
Carpet Shampoo	1 gal
Terranova Wax	1 gal
Plastic Hand Gloves	15 pairs
Pail (Medium Size)	3 pcs
Small Dipper	5 pcs
Spatula	5 pcs

SIGNATURE
REDACTED

SIGNATURE
REDACTED

Garden Gloves
Round Rug

2 pairs
1 kilo

OTHER REQUIREMENTS

- a.) Track record – List of contracts with at least six (6) janitors deployed and name and telephone number of contact person/s;
- b.) Sketch of office locations;
- c.) At least two years in business;
- d.) Number and kind of equipment and supplies used for rendering services;
- e.) Readily available relievers.

Any tools or equipment not listed herein, which may be deemed necessary for the satisfactory delivery of service shall also be provided by the SUPPLIER upon request of PIA.

8. **MANNER OF PERFORMANCE – EXCELLENT GENERAL SERVICES INC** shall perform the Service in the manner and according to the methods it may deem appropriate and necessary for the satisfaction of the **PIA**, provided the results thereof shall conform with the reasonable standards and specifications prescribed by the **PIA**. The **PIA** may conduct regular evaluation or appraisal of the **EXCELLENT GENERAL SERVICES INC's** work performance on the different service contracted for, based on reasonable criteria and standards established by the **PIA** for the efficient retention of janitorial services. **EXCELLENT GENERAL SERVICES INC** shall comply with and/or be subject to performance evaluation tools provided by the COMPANY such as, but not limited to, checklist, customer surveys, etc.
9. **SERVICE FEE –** The **PIA** shall pay the **EXCELLENT GENERAL SERVICES INC**, on a monthly basis after submission of billing/statement of account, and in compliance with existing accounting, auditing and other applicable rules.

The basis of the foregoing payments shall be the daily and overtime work rendered by Service Personnel as reflected in the Service Personnel daily time sheets duly countersigned by the **PIA's** authorized signatory.

10. No adjustment in the contract price shall be allowed during the term of this Agreement except in cases where the cost of the awarded contract is affected by any applicable new law, ordinance, regulation or other act of Government promulgated after the date of bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss no gain basis to the SUPPLIER, pursuant to Rule XIX, Sec. 61 of the Implementing Rules and Regulations of RA No. 9184.
11. **LIABILITIES – EXCELLENT GENERAL SERVICES INC** shall hold the **PIA** free from any and all liabilities arising from claim of whatever nature including, but not limited to, claims for unpaid wage and benefit, and/or claim due to sickness, accidents, injuries or death of any of the Service Personnel assigned to the **PIA**. **EXCELLENT GENERAL SERVICES INC** likewise shall hold the **PIA** free and harmless from any and all obligations that may arise by law or regulations governing the employment and utilization of the Service Personnel under this Agreement and cost of damage or loss of property of **PIA** thru negligence or dishonesty of Service Personnel.

EXCELLENT GENERAL SERVICES INC shall not be held liable for any damage or losses incurred through the negligence of the **PIA** or any of its employee, or for such damage by the exercise of ordinary diligence by the **PIA** or any of its employees.

12. The replacement of any janitor shall be affected by the **EXCELLENT GENERAL SERVICES INC** upon twenty-four (24) hours' notice. Reason for the replacement must

SIG
NAT
URE
RED
ACT
ED

SIG
NAT
URE
RED
ACT
ED

be conveyed by **PIA** to the **EXCELLENT GENERAL SERVICES INC** as warranted by any of the following offenses:

- Sleeping while on duty
 - Drunk while on duty and/or unauthorized bringing of intoxicating substance/drinks
 - Insubordination/discourtesy
 - Gambling while on duty
 - Theft, malicious and intentional damage to the PIA property
 - Unauthorized possession of any deadly weapon while on duty
 - Falsification of client's records or documents
 - Any and all other act's inimical to the interest of PIA.
13. The **PIA** and **EXCELLENT GENERAL SERVICES INC** agree that service billing may be factored using a third party. Factoring of the service billing and account receivable shall be at the sole expense of the **EXCELLENT GENERAL SERVICES INC** and shall in no way affect the business operation of the **PIA**.
14. **CONTRACTOR's UNDERTAKING** – The Contractor undertakes, in addition to its other obligations under this Agreement, to perform the following:
- a. **EXCELLENT GENERAL SERVICES INC** shall register as a **CONTRACTOR / SUBCONTRACTOR** with the Registry of Contractors and Subcontractors in the Regional Office of the Department of Labor and Employment.
 - b. **EXCELLENT GENERAL SERVICES INC** must, during the effectivity of this Agreement on the yearly anniversary of its registration, submit to the regional office of Department of Labor and Employment, a list of contracts entered into during the preceding year, and a certification from Social Security System (SSS) and Home Development Fund that it has made the monthly remittance due to its contractual employees during the preceding year.
 - c. **EXCELLENT GENERAL SERVICES INC** shall submit a copy of this Agreement to the Regional Office of the Department of Labor and Employment, in accordance with the requirement of the Labor Code and its Implementing Rules.
 - d. **EXCELLENT GENERAL SERVICES INC** recognizes that compliance with the foregoing undertaking is material to this Agreement, hence, any breach or non-compliance thereof, shall entitle the **PIA** to terminate this Agreement in accordance with the provision hereof.
15. **UNIFORMS, ID'S SECURITY REGULATION** – The contract personnel assigned to the **PIA** shall, at the expense of the **EXCELLENT GENERAL SERVICES INC**, be provided with appropriate identification cards and uniform to identify them as the Contract personnel assigned to the **PIA**, provided that the **PIA** may designate the color and scheme of the uniform to ensure harmony with the **PIA's** color scheme.
16. **EFFECTIVITY AND DURATION** - This Agreement shall take effect on **18 January 2022** and shall end on **31 December 2022**.

The **PIA** and the **EXCELLENT GENERAL SERVICES INC** have the right to terminate within thirty (30) days advance notice, without any obligation on the part of the **COMPANY** except the payment services to the **EXCELLENT GENERAL SERVICES INC** up to the date of termination.

SIGNATURE REDACTED

SIGNATURE REDACTED

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNATURE REDACTED

KARL LOUIE B. FAJARDO
Director IV

SIGNATURE REDACTED

GINA O. RAMOS
General Manager President

for:

for:

PHILIPPINE INFORMATION AGENCY

EXCELLENT GENERAL SERVICES INC

SIGNATURE REDACTED

MA. LIBERTY D. ARAGONES
End-User Representative

ED IN THE PRESENCE OF:

SIGNATURE REDACTED

(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of **LAS PINAS CITY**

JAN 18 2022

BEFORE ME, Notary Public for and in the above jurisdiction, this _____ day of _____ 2022, personally appeared:

KARL LOUIE B. FAJARDO ID No: _____ Issued at/on: _____
GINA O. RAMOS ID No: _____ Issued at/on: _____

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only 8 pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.

SIGNATURE REDACTED

ATTY. HERMINO T. UDANA, JR.
Notary Public for Las Piñas City Until December 31, 2022
PTR No. 611242, 01-04-2021, Las Piñas City
IBP No. 133279, 11-25-20, Pasig City
Attorneys Roll No. 18657
MCLE Compliance No. VI-0022356, 04-04-2019
No. 46 Mulawin St., Ph. IV-G Manuela Subd.
Pamplona III, 1740 Las Piñas City
Tel. No. 8874-8068 / Cell: 0917-816-6149

DOC. NO. 30
PAGE NO. 7
BOOK NO. 17
SERIES OF 20