



**CONTRACT AGREEMENT FORM
PR_NO.22-08-049_PIAADMIN2022
EARLY PROCUREMENT OF ONE (1) LOT JANITORIAL SERVICES FOR PIA
CENTRAL OFFICE AND NCR OFFICE FOR FY 2023
(PIA ITB 2022-05)**

THIS AGREEMENT made this ____ day of _____ 2023 between the **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 Deputy Director-General, **KARL LOUIE B. FAJARDO**, with authority under Office Order No. 097B series of 2022, hereinafter referred to as **"PIA"** of the one part and **GINA O. RAMOS**, President and General Manager of **EXCELLENT GENERAL SERVICES INC.** herein referred to as **"CONTRACTOR"** with office address at 28 Evangeline Reyes Street, BF Resort Village Talon II , Las Piñas City of the other part;

WHEREAS, the PIA solicited Bids for certain goods and ancillary services, particularly for the **EARLY PROCUREMENT OF JANITORIAL SERVICES FOR PIA CENTRAL OFFICE AND NCR OFFICE FOR FY 2023 (ITB 2022-05)** and has accepted a Bid from EXCELLENT GENERAL SERVICES INC for the supply of the aforementioned goods and services in the sum of **FOUR MILLION TWO HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED EIGHTY-THREE PESOS ONLY (PHP 4,298,283.00)** 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, the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to; and
- 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 an 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 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;

<p style="text-align: center;">MARK FOR REDACTION</p> <p style="text-align: center;">CHRISTY A. SALLO Accountant III, Accounting Section</p>	<p>Fund Cluster: <u>01</u></p> <p>Fund Available: <u>4,298,283.00</u></p>
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NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties have agreed, and by these presents do hereby agree as follows:

EARLY PROCUREMENT OF JANITORIAL SERVICES FOR PIA CENTRAL OFFICE AND NCR OFFICE FOR FY 2023 (ITB 2022-05)

1. That **EXCELLENT GENERAL SERVICES INC** shall supply necessary labor, cleaning equipment, materials and supervision for the daily upkeep and maintenance of the client's offices.
2. Perform Janitorial Services to PIA Central Office in conformity with the Technical Specifications as specified in the Bidding Document.
3. **NATURE OF RELATIONSHIP** – it is understood that the Service Personnel assigned to the **PIA** are and shall remain the employees of **EXCELLENT GENERAL SERVICES INC** and no employer-employee relationship exists or shall be deemed to exist between the **PIA** and said Service Personnel.
4. **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 as the prerogative of the **EXCELLENT GENERAL SERVICES INC**.
5. **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.
7. **PROVISION FOR TOOLS, EQUIPMENT, ETC. – EXCELLENT GENERAL SERVICES INC** shall supply all tools and equipment, as well as all necessary tools, implements, instruments, 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.
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 services 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 the performance evaluation tools provided by **PIA** such as, but not limited to, checklists, customer surveys, etc.
9. **SERVICE FEE** – The **PIA** shall pay **EXCELLENT GENERAL SERVICES INC** the sum of **FOUR MILLION TWO HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED EIGHTY-THREE PESOS ONLY (PHP 4,298,283.00)** inclusive of VAT for fifteen (15) janitors per month in

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compliance with **WAGE ORDER NO. NCR-22**. Said fee shall be collected after five (5) days from the date of receipt of invoice/billing.

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. **LEGISLATED WAGE/BENEFIT INCREASE** – In the event the minimum Wage Law or any labor wage administered by any agency or authority of the government is increased by law, decree or executive order subsequent to the execution of this **EXCELLENT GENERAL SERVICES INC**, the **EXCELLENT GENERAL SERVICES INC** shall be entitled to mutually agreed adjustment in the contract price.
11. **LIABILITIES – EXCELLENT GENERAL SERVICES INC** shall hold the **PIA** free from any and all liabilities arising from claims 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** shall likewise 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.
12. **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.
13. The replacement of any janitor shall be affected by **EXCELLENT GENERAL SERVICES INC** upon twenty-four (24) hours' notice. Reason for the replacement shall be conveyed by **PIA** to **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**.
14. The **PIA** and **EXCELLENT GENERAL SERVICES INC** agree that service billing may be factored using a third party. Factoring of the service billing and accounts 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**.
15. **CONTRACTOR'S UNDERTAKING** – The Contractor undertakes, in addition to its other obligations under this Agreement, to perform the following:
- 15.1 **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.
- 15.2 **EXCELLENT GENERAL SERVICES INC** must, during the effectivity of this Agreement on the yearly anniversary of its

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15.2 **EXCELLENT GENERAL SERVICES INC** must, during the effectivity of this Agreement on the yearly anniversary of its registration, submit to the regional office of the 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.

15.3 **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 requirements of the Labor Code and its Implementing Rules.

15.4 **EXCELLENT GENERAL SERVICES INC** recognize 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 thereof.

16. **VENUE OF ACTION.** In case of any litigation that may arise out of this Agreement, the venue of action shall exclusively be in the courts of competent jurisdiction of Quezon City, to the exclusion of all other courts.

17. The **PIA** reserves the right to terminate this contract for just cause, with thirty day notice, and without any obligation on the part of the **PIA**, except the payment of services to **EXCELLENT GENERAL SERVICES INC** up to the date of termination

18. **EFFECTIVITY AND DURATION** - This Agreement shall take effect immediately, upon signing of the parties and shall end on **THE LAST OFFICE HOUR OF 31 DECEMBER 2023.**

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.

PHILIPPINE INFORMATION AGENCY:

MARK FOR REDACTION

KARL LOUIE B. FAJARDO
Deputy Director-General

EXCELLENT GENERAL SERVICES

MARK FOR REDACTION

GINA O. RAMOS
President and General Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

ATTY. JULIUS S. DE PERALTA
End-User Representative

MARK FOR REDACTION

MARY ANN M. GAJOTAN
(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of ~~BACOOR CITY~~ **CAVITE**

BEFORE ME, Notary Public for and in the above jurisdiction, this _____ day
of **30 JAN 2023**, personally appeared and presented sufficient proof of
identification:

KARL LOUIE B. FAJARDO ID No: N03-07-015258 Issued at/on: PASAY CITY
GINA O. RAMOS ID No: N26-98-018401 Issued at/on: LAS PINAS CITY

All known to me to be the same persons who executed and voluntarily
signed the foregoing document consisting of only _____ 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.

NOTARY PUBLIC

Doc. No. 449 ;
Page No. 91 ;
Book No. (XXXI) ;
Series of 2023.

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[Signature]
Notary Public
Until 31 December 2023
IBP ROLL No. 15364
IBP No. 252125, 12-21-2022, Cavite
PTR No. 2433505, 01-03-2023, Bacoor City
TIN. 223-935704-000
MCLE Compliance No. IV0006625/ 2015
De Leon and De Leon Law Office
2F, No. 234, Maraudj Building, GEA Highway,
Niog 2, Bacoor City, Cavite

[Signature]

[Signature]