

CONTRACT OF JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of janitorial services was made and entered into by and between:

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE**, created by virtue of Executive Order No. 128, Series of 1987 with the office address at General Santos Avenue, Bicutan, Taguig City, represented by **ANNABELLE V. BRIONES, Ph.D., Director, ITDI**, hereinafter referred to as the "**ENTITY**".

-and-

The **EXCELLENT GENERAL SERVICES, INC.** duly existing and organized by virtue of the laws of the Philippines with office address at No. 28 Evangeline Reyes St., BF Resort Village, Talon II, Las Piñas City, represented by **GINA O. RAMOS, President and General Manager** hereinafter referred to as the "**SERVICE AGENCY**".

WITNESSETH

WHEREAS, the **Entity** requires the necessary labor, equipment, and supplies/materials for janitorial, landscaping and ground maintenance services and other related services at ITDI Main Office, Bicutan, Taguig City.

WHEREAS, after public bidding undertaken last **September 7, 2022**, the Entity has evaluated and accepted the bid of the Service Agency, having submitted the Lowest Calculated and Responsive Bid (LCRB) for the execution and completion of the service pursuant to the ITDI Notice of Award dated November 2, 2022;

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenants and stipulation contained herein, the parties do hereby agree as follows:

1. The **SERVICE AGENCY** shall render, undertake and perform janitorial service to ITDI offices and grounds located at Bicutan, Taguig City;
2. This Contract shall be governed by the rules and procedures as set forth under the relevant provisions of Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR). As such, the following documents shall form as integral part of this Contract:
 - a) All bid documents subject of this Contract;
 - b) All offered documents (Technical and Financial) including Annexes submitted by the contractor subject of the bidding for the Contract;
 - c) Service Agency's eligibility requirements pursuant to R.A. 9184;
 - d) Service Agency's Scope of Works and Cost Estimates duly approved by the Head of the Entity;
 - e) Service Agency's Net Financial Contracting Capacity;
 - f) Performance Security from the Service Agency;
 - g) Certificate of Availability of Funds by the Entity;
 - h) Notice of Award of Contract issued by the Entity indicating the Service Agency's conformed thereto and date received; and
 - i) Other contract documents that may be required by the Entity and/or required under RA 9184, its IRR and relevant existing law.
3. **Area Scope, Scope of Work and Responsibilities of the SERVICE AGENCY:**

3.1 **Area Scope:** The Service Agency shall provide janitorial services to the Entity covering the following areas:

- a) ADMATEL Building
- b) CED Building;
- c) EBD Building;
- d) FPD / MSD Building;
- e) METROLOGY Building;
- f) PTD Building / Biological Research & Testing Facilities; and
- g) STD Building

3.2 The following shall render at least **eight (8) hours** duty each day, **Monday through Saturday** with work to **start at 7:00am**:

- 1) One (1) working Supervisor stationed in Metrology;
- 2) One (1) Leadman, in charge of grounds;
- 3) One (1) Janitor assigned in the grounds
- 4) One (1) for CED
- 5) One (1) for EBD
- 6) One (1) for STD
- 7) One (1) for PTD / BRTF Building
- 8) One (1) for PTD Pilot Plant and SPTL
- 9) One (1) for NMD-MiC
- 10) Two (2) for ADMATEL
- 11) Two (2) for MSD/FPD and Brickhouse Building
- 12) Three (3) for METROLOGY Building (OD/ODD, ADM, FMD, NMD, PMISD & TSD)

Total of Sixteen (16) Janitors including Supervisor and Leadman

3.3. DAILY AND ROUTINE SERVICES

- a) Sweeping, mopping, spot scrubbing and polishing of all floors. Areas where heavy traffic occurs including main lobby, entrance ways, waiting areas and comfort rooms shall be serviced continuously during office hours to guarantee cleanliness;
- b) Cleaning and sanitizing of toilets and restrooms with the use of effective disinfecting chemicals on the wash basins, urinals and toilet bowls, fogging of toilets and hallways with deodorants as well as provide checklist for proper monitoring;
- c) Dusting and/or damp wiping of glass tops, glass doors, counters, furniture, partitions, sidings and doors;
- d) Dusting and cleaning of inside and outside windows, windows ledges, air vents; stair railings, and other horizontal or vertical surface;
- e) Cleaning and polishing of hand rails, brass signs and trims;
- f) Disposal of trash, rubbish and garbage from the building receptacles provided for the purpose;
- g) Cleaning of driveways, lawn, landscape areas, and garden spot area and concrete pavements and continuous spot sweeping of those areas to prevent unsightly accumulation of dirt;
- h) Sweeping of cobwebs and removing of finger marks on walls and ceilings whenever necessary;

- i) Checking of water faucets, water apparatus, light and electrically run equipment except those that need special care;
- j) Cleaning and sweeping of surroundings;
- k) Watering of plants, cleaning and sweeping of all dry leaves along the road and sidewalks;
- l) Trimming of plants to preserve the desired contours;
- m) Other duties that maybe assigned in connection to janitorial service;

3.5 WEEKLY ROUTINE SERVICES

- a) Thorough washing, scrubbing and stripping of old wax on all floors and stairways;
- b) Refining, waxing and polishing of all floors and stairways;
- c) Dusting of light fixtures suspended from the ceiling, venetian blinds and drapes;
- d) Cleaning, waxing and polishing of office furniture, fixtures and counters except equipment requiring special maintenance. Furniture such as davenport and chairs showing signs of soil due to any cause will be washed and cleaned;
- e) Thorough scrubbing and sanitizing of toilets and washrooms;
- f) Mowing of lawns and leaves disposal;
- g) Replanting and application of fertilizers whenever and necessary;

3.6 MONTHLY PERIODIC OPERATIONS

- a) Thorough general cleaning of all areas;
- b) Cleaning of air-con filters, diffusers, light and fixtures and as the client may indicate like electric fans and others;
- c) Inspection and cleaning of gutters including reporting of damage for immediate repair;

3.7 MISCELLANEOUS SERVICES

- a) Carrying or hauling of furniture and fixtures, supplies and/or records;
- b) Assist in the transfer of tables, chairs, cabinets, counters, etc. upon instruction of the client;
- c) Reporting of all breakage and electrical malfunction and others which requires attention of client;
- d) Other services that maybe assigned from time to time

3.8 GROUND MAINTENANCE

To ensure continued healthy growth for plants, grass and trees. Maintain at all time well-groomed and cultivated garden and lawns.

3.9 Additional provision: the following shall be provided by the SERVICE AGENCY free of charge:

- a) Provision of plants to improve interior/indoor plants;
- b) Messengerial work within ITDI premises;
- c) Pest control services against crawling and flying insects (labor and equipment only);
- d) Custodial services such as minor carpentry, electrical, plumbing and sewerage services (labor only);
- e) Provision of air fresheners (glade) to executive offices and conference room;
- f) Provision of additional janitor whenever necessary;
- g) Extra hour of services during Christmas, anniversaries, parties and special occasion celebrated within the year in the ITDI premises;
- h) Provision of extra tools and equipment for the assurance of cleanliness and sanitation of the premises as the need arises;
- i) Reporting of repairs such as leaking faucets, busted bulbs, etc.;
- j) Free termite proofing (labor and equipment only);
- k) Assistance in serving snacks and/or food during meeting and conferences;
- l) Provision of scaffolding for high rise cleaning;
- m) Washing of executive cars and ITDI vehicles;
- n) Provision of sanitation supply such as tissue paper to executive offices and comfort rooms;
- o) Assurance that the salary of janitors/janitresses are paid on time;
- p) Assurance of standby relievers as the need arises;
- q) Assurance of on time delivery of supplies and materials;

To report for work eight (8) hours a day (7am – 4pm), six days a week from Mondays to Saturdays, excluding Sundays and holidays. ITDI however may request the SERVICE AGENCY to increase or decrease the number of janitors provided that due notice thereof is served upon the SERVICE AGENCY in which case corresponding contract price prescribe shall be made: that the SERVICE AGENCY is under the obligation to hire another additional janitor, should there be a need for it without cost to the ITDI to supplement personnel required in the call of bids;

The ITDI may, at any time, **request for the relief and/ or replacement within twenty-four (24) hours.**

4. The SERVICE AGENCY shall provide and maintain replacement of the Items / materials and equipment as follows:

ITEMS	QUANTITY
A. Monthly Replenishment	
• Airfreshner/Air Mist	1 gal.
• Airfreshner - Glade	1 tube
• Baygon – Insecticide	4 tubes
• Carpet Shampoo	1 gal.
• Cleaning Rags	15 pcs.
• Cleanser	3 kls.
• Deodorant Cake	50 pcs.
• Disinfectant – Lysol	1 tube
• Doormat	10 pcs.

- Glass Cleaner 1 gal
- Kleenson 2 gals.
- Liquid Wax – T.G. 6 gal.
- Mop Head 6 pcs.
- Muriatic Acid 1 gal.
- Plastic Garbage Bag 75 pcs.
- Powder Soap 15 kls.
- Nylon Cord/Tansi 1 kl.
- Red Wax 1 gal.
- Toilet Bowl Cleaner 2 gals.

B. Quarterly Replenishment

- Mop Head Handle 5 pcs.
- Broom-soft 8 pcs.
- Push Brush 2 pcs.
- Steel Wool 1 box
- Spatula/Gum Remover 2 pcs.
- Toilet Brush 5 pcs.
- Hand Spray 3 pcs.
- Toilet Pump 2 pcs.
- Stick Broom 12 pcs.
- Scrubbing/stripping pad 16" 2 pcs.
- Polishing Pad, 16" 1 pc.

C. Every Six (6) Months

- Pail 6 pcs.
- Dust Pan 8 pcs.
- Ceiling Broom 6 pcs.
- Hand Brush 6 pcs.
- Metal Polish 1 can
- Sand Paper 2 pcs.

D. Equipment

- Floor Polisher, heavy duty 7 units
With complete set of
Scrubbing, stripping
and brush
- Vacuum cleaner 2 units
- Glass squeegee 8 pcs.
- Extension Cord (30 meters) 3 sets
- Water Hose, 50 meters 5 sets
- Step Ladder 6" 1 unit
- Step Ladder 8" 1 unit
- Grasscutter 2 units
- Floor Warning Sign 5 units
- Grass Scissors 2 pcs.
- Bolo 2 pcs.
- Garden Tools 2 pcs.
- Rake 2 pcs.
- Spading fork 2 pcs.
- Crowbar/Bareta 2 units
- Karet 1 pc.
- Piko 1 pc.

Alford
Subsequent

Supplies

Plant

5. The SERVICE AGENCY hereby warrants to make available at all times, relievers and/or replacements to ensure continuous and uninterrupted service in case of absence;
6. That the supervisor and janitors to be assigned by the SERVICE AGENCY under this contract shall be:
 - Literate: can read and write;
 - Experienced, qualified and possessed with valid and favorable health and NBI clearance, copies thereof to be promptly furnished to ITDI;
 - Mentally and physically fit;
 - Of good moral character and reputation, honest and cooperative disposition;
 - Provided with uniform and identification card
7. That ITDI shall at all times be informed by the SERVICE AGENCY of the names and functions of its personnel working in the ITDI premises;
8. The SERVICE AGENCY shall answer directly to ITDI for the cost of any damage to or lost of the ITDI property or to those for which the ITDI may be held responsible through the negligence and dishonesty of the janitor of the SERVICE AGENCY while in the course of their duties after due investigation and due process. In this connection, the janitors whom SERVICE AGENCY assigned to perform the service subject to this agreement shall submit themselves to the security guard of ITDI before entering and leaving the premises;
9. There shall be no employer-employee relationship between ITDI and the SERVICE AGENCY. The SERVICE AGENCY hereby acknowledge that no authority has been conferred upon by the ITDI to hire any person on behalf of ITDI and that the person to be assigned by the SERVICES AGENCY to perform the services called for under his agreement are not employees of the ITDI and or not in any way or manner connected with or related to ITDI.

It is expressly understood and agreed upon that the person to be assigned by the SERVICE AGENCY to perform the services called for under this agreement are and shall remain the employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all the laws, rules and regulations pertaining to the employment of labor now existing or which may hereinafter be enacted, including but not limited to the requirements of the labor code as amended and the Social Security Act. The SERVICE AGENCY hereby warrants to hold ITDI free and harmless from any liability arising out of any accident that may befall the SERVICE AGENCY' s employees while performing their duties at the ITDI premises as well as for any labor claims which the SERVICE AGENCY's employees may file against ITDI. The SERVICE AGENCY shall furnish ITDI copies of the monthly/quarterly remittance to SSS and PAG-IBIG within five (5) days of the succeeding month/quarter.

10. That in the consideration of the stipulated service rendered by the SERVICE AGENCY, ITDI shall pay to the SERVICE AGENCY the amount of **TWENTY-TWO THOUSAND THIRTY-NINE & 33/100 (Php22,039.33)** per month for each janitor broken down as follows:

A. AMOUNT DUE PER JANITOR

Rate	P570.00/day
310 days - Ordinary working days x P570.00/12 mos. -	P14,725.00
13 th Month Pay – P14,725.00 / 12	1,227.08
5 days Incentive Leave Pay (P570.00x5days/12 mos.)	237.50

Total amount directly to Janitor	16,189.58

B. AMOUNT TO GOVERNMENT IN FAVOR OF JANITOR

ECC	30.00
SSS Premium	1,275.00
PhilHealth	294.50
Pag-ibig Fund	100.00

Total amount to Government in favor of Janitor	1,699.50
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C. TOTAL COMPENSATION PER JANITOR (A+B) P17,889.90

D. ADMINISTRATIVE COST (AGENCY FEE)
(10% x Compensation) 1,788.90

E. SUPPLIES AND MATERIALS 0.00

F. TAXES TO GOVERNMENT (12% OF C+D+E) 2,361.35

G. CONTRACT PER MONTH **P22,039.33**
vvvvvvvv

11. The payment of monthly salaries/other forms of remuneration covered by the Contract price of all janitors/janitress shall be done within the ITDI premises on specific paydays in the presence of the service agency paymaster. ITDI reserves the right to verify the actual wage paid to the janitor/janitress.
12. That ITDI shall provide a room to store all cleaning equipment, supplies and material necessary for the upkeep and maintenance of all ITDI buildings and surroundings. The SERVICE AGENCY shall on the first month of every quarter make available in the premises of the ITDI all cleaning materials, supplies and necessary cleaning equipment to be used for the foresaid period subject for inspection.
13. The SERVICE AGENCY shall within (10) day from signing this agreement, furnishing and post a performance bond issued by the Surety Bond in the amount of at least thirty (30%) percent of the total contract price, conditioned to answer for any claim which the ITDI may have against the SERVICE AGENCY arising from this agreement.
 - a) For any violation of any provision of this agreement, for the SERVICE AGENCY, ITDI shall have the right to collect from the offending party the reasonable amount for damages and attorney's fees in addition to cost that are legally taxable.
 - b) It is understood that the consideration herein shall be adjusted accordingly if and when any law, decree, rules and regulations shall have been passed by the government that may affect the sum herein stated and is understood that the same is based on the existing minimum wage law, rules and regulations providing for the payment of employees benefits as of the execution of the agreement.

- c) By agreement of the parties, this contract shall take effect on **January 1, 2023** and shall continue to have force and effect until **December 31, 2024**. However, option to terminate the services of the SERVICE AGENCY for failure to abide by the terms and conditions of this agreement upon prior notice of at least thirty (30) days shall be considered valid only when personally delivered and duly received by responsible personnel of the SERVICE AGENCY or when sent by registered mail at the given address of the SERVICE AGENCY.
- d) It is understood that failure of ITDI to demand compliance with any of the conditions stipulated herein or any act of liberality shall not be considered as a waiver on the part of ITDI for the enforcement of this agreement nor shall it relieve the SERVICE AGENCY of any of its obligations provided hereunder.

- 14. The SERVICE AGENCY shall comply with the reasonable instructions relative to the janitorial operations which may from time to time be given by ITDI.
- 15. The notarial fees and necessary documentary stamps shall be for the account of the SERVICE AGENCY.

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of _____ 2022 at _____

**INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE**

By:



ANNABELLE V. BRIONES, Ph.D.
Director

**EXCELLENT GENERAL
SERVICES, INC.**

By:



GINA O. RAMOS
President and General Manager

SIGNED IN THE PRESENCE OF:



MERLITA M. REGONDA
Officer-in-Charge
Administrative Division



OSCAR A. RAMOS
Board Secretary

FUNDS AVAILABILITY:



PATRICIA ASHELY M. MENDOZA
Accountant IV

ORS NO: *Mo* 2023010015

ACKNOWLEDGEMENT

Republic of the Philippines
(Las Piñas City) S.S

BEFORE ME, Notary Public for and in, Las Piñas City, Philippines, this
JAN 20 2023 day of _____ 2022, personally appeared **DR. ANNABELLE V. BRIONES**, Director, **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE** with **Company Identification NO. 2001117994** issued at Taguig City on _____ and **MRS. GINA O. RAMOS**, President and General Manager of **EXCELLENT GENERAL SERVICES, INC.** with Community Tax No. 06865690 issued at Las Pinas City on January 03, 2022. Both known to me and known to be the same persons who executed the foregoing instrument and they acknowledge to me, that the same is their free and voluntary act and deed as well as that of the agency/entity they respectively represent.

WITNESS MY HAND AND SEAL on the date and at the place above mentioned.

NOTARY PUBLIC

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ATTY. JONAR P. FAJARDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024 ROLL 49129
PTR NO. 12459592 J/1-3-2023
IBP NO. 258343/ 10-21-2022
MCLE VII 0010439 Valid Until 4-14-2025
398ACJ BLDG. ALABANG ZAPOTE LFC
APPT NO. LP 22-027

Signature of Notary Public

Signature of Party

Signature of Party