



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

December 13, 2023

MS. GINA O. RAMOS

President and General Manager
EXCELLENT GENERAL SERVICES, INC.
28 Evangeline Reyes Street, BF Resort Village, Talon II, Las Piñas City

NOTICE OF AWARD

Dear Ms. Ramos:


We are pleased to inform you that the Contract for the PROVISION OF MAINTENANCE AND JANITORIAL SERVICES AT THE REGIONAL OFFICE PROPER of DepEd NCR for CY 2024 is hereby awarded to you as the Bidder with the Single Calculated and Responsive Bid at a total contract amount of **Two Million Eight Hundred Seventy-Nine Thousand Two Hundred Forty-Four Pesos (Php2,879,244.00)**.

You are therefore required, from receipt of this Notice of Award, to formally enter into contract with us, and submit the Performance Security within ten (10) days from receipt hereof. Failure to enter into contract or provide Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

JOCELYN DR. ANDAYA
Director IV

CONFORME:

Name & Signature:  **GINA O. RAMOS**
Date: **DECEMBER 29, 2023**





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

December 14, 2023

MS. GINA O. RAMOS

President and General Manager
EXCELLENT GENERAL SERVICES, INC.
28 Evangeline Reyes Street, BF Resort Village, Talon II, Las Piñas City

NOTICE TO PROCEED

Dear Ms. Ramos:

With the executed Contract on the PROVISION OF MAINTENANCE AND JANITORIAL SERVICES AT THE REGIONAL OFFICE PROPER of DepEd NCR for CY 2024, you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions thereof.

Very truly yours,

JOCELYN DR. ANDAYA
Director IV

CONFORME:

Name & Signature:

GINA O. RAMOS

Date:

DECEMBER 29, 2023





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

CONTRACT FOR MAINTENANCE AND JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

That this Contract for **Maintenance and Janitorial Services** entered into by and between:

DEPARTMENT OF EDUCATION- NATIONAL CAPITAL REGION, (DepEd – NCR), a government agency duly organized and existing by virtue of Executive Order No. 307 and other pertinent Laws of the Republic of the Philippines with the principal office located at Misamis Street, Bago Bantay, Quezon City and herein represented by **JOCELYN DR. ANDAYA, Director IV**, herein after referred to as the **CLIENT**.

-and-

EXCELLENT GENERAL SERVICES, INC., a private corporation duly registered, organized and existing by virtue of the Corporation Code and other pertinent Commercial Laws of the Republic of the Philippines, with principal office located at No. 28 Evangeline Reyes Street, BF Resort Village, Talon II, Las Piñas City and herein represented by its **President and General Manager, MS. GINA O. RAMOS**, and hereinafter referred to as the **SERVICE AGENCY**.

WITNESSETH

WHEREAS, after the public bidding and post-qualification, the bid of the **SERVICE AGENCY** for the for provision of maintenance and janitorial services was declared by the BAC as the Single Calculated and Responsive Bidder through a Resolution No. 82, s. 2023 as such, it was awarded the contract;

WHEREAS, the **CLIENT** shall engage the Services of the **SERVICE AGENCY** to provide for the maintenance, sanitation, cleaning and other janitorial works for its buildings and surrounding premises;



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Website: depedncr.com.ph

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NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreement hereafter set forth, the parties hereto have agreed and do hereby agree as follows;

1. That the **SERVICE AGENCY**, shall provide sanitation, maintenance and janitorial services including supplies and materials (Annex A) to the **CLIENT** at its office and premises
2. That the services to be provided by the **SERVICE AGENCY** to the **CLIENT** shall consist of the following and shall be in strict conformance with the janitorial specifications indicated:

A. OPERATIONS

DAILY ROUTINE OPERATION:

- A. Janitors will be given his respective areas of assignment which will be rotated on a regular basis. They are to report to their respective assigned areas. Sweeping, mopping, spot scrubbing and polishing of all floors in all offices and laboratories. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness.
- B. Cleaning, sanitizing and disinfecting of toilets and restrooms/washrooms with the use of effective disinfecting chemicals on the wash basins, urinals and toilet bowls. Fogging of toilets and hallways with deodorants/air fresheners.
- C. Dusting and cleaning of horizontal and vertical surfaces including furniture.
- D. Dusting, polishing and cleaning of all glass tops, inside windows, window ledges, air vents, partitions and brass attachments, furniture and fixtures.
- E. Emptying, cleaning of ashtrays and waste paper container and disposal of trash to the receptacles provided for this purpose and cleaning the same.



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- F. Sweeping of cobwebs and removing of stain, dirt or finger marks on walls, doors and building posts where necessary.
- G. Maintenance/watering of ornamental plants inside and outside of DepEd NCR building.
- H. Washing of cups, saucers, spoons and other kitchen utensils.
- I. Sweeping/collecting of litter scattered inside and at the sidewalk outside the DepEd NCR compound. Trim, remove and dispose of grass/weeds outside the DepEd NCR building.
- J. Cleaning of motor pool compound/parking area.
- K. Vacuuming of all carpeted floors.
- L. Clean/wipe all tables, chairs, steel and wooden cabinets, electric fans, refrigerators, air conditioning grills and casing.
- M. Clean/disinfect telephone equipment with alcohol.
- N. Checking of water faucets, water apparatus, lights and electricity-run equipment, window and doors at the close of office hours.

WEEKLY PERIODIC OPERATIONS

- A. Washing, scrubbing, waxing and polishing of all floors and stairways.
- B. Washing of inside glass windows, partitions and doors.
- C. Dusting of Venetian blinds and drapes and light fixtures suspended from ceiling.
- D. Cleaning, waxing and polishing of all the office furniture and fixtures, counters, refrigerators, etc. But not including items of equipment that require specialized maintenance. Furniture such as davenport and chairs showing signs of soil due to any cause will be washed and cleaned.



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- E. Cultivating plants and regular trimming of grass.
- F. Cleaning the DepEd – NCR garden.
- G. Polishing of all the metal sign.
- H. Vacuum cleaning of draperies and carpets.
- I. Taking out of indoor plants of exposure to sunlight and returning them to their proper places after a day.

MONTHLY PERIODIC OPERATIONS

- A. Thorough general cleaning of all areas.
- B. Thorough general cleaning, sanitizing and disinfecting of all washrooms and toilets.
- C. Cleaning of diffusers, lights, Venetian blinds, walls, ceiling etc.
- D. Pest eradication activities for rodents, cockroaches, mosquitoes, ants, flies and other crawling insects.
- E. Clean interior of glass windows and doors.

MISCELLANEOUS SERVICES

- A. Labor, material and equipment for quarterly shampooing of carpets and furniture in fabric or as may be indicated by the **CLIENT**.
- B. Carting or hauling of office furniture and fixtures, equipment, gas tanks, supplies and/or records within the premises.
- C. Report of repairs needed as well as leaking faucets.
- D. Cleaning and declogging of roof decks, gutters and downspouts.

[Handwritten signature]



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- E. Providing high-pressure washing for cleaning outside building; free indoor plants at the lobby.
- F. Perform messengerial and other related errand works within the premises.
- G. Performing miscellaneous errands as may be required.

B. SUPPLIES AND MATERIALS

MONTHLY SUPPLIES/MATERIALS FOR JANITORIAL SERVICES

SUPPLIES/MATERIALS	UNIT	QUANTITY
1. Glass Cleaner	gallon	2
2. Air Freshener - Glade	tube	4
3. Cleanser	kilogram	6
4. Deodorant Cake	dozen	2
5. Emulsion Wax	gallon	2
6. Furniture Polish	gallon	2
7. Pranela Rugs	piece	10
8. Liquid Wax	gallon	2
9. Lysol Disinfectant	gallon	4
10. Mop Heads	piece	10
11. Muriatic Acid	gallon	2
12. Plastic Garbage Bag	piece	60
13. Powder Soap	kilogram	10
14. Downy	liter	4
15. Alcohol - Green Cross	bottle	10
16. Zonrox	gallon	2
17. Toilet Bowl Cleaner	gallon	2

SEMI-ANNUAL SUPPLIES/MATERIALS (JANUARY & JULY)

SUPPLIES/MATERIALS	UNIT	QUANTITY
1. Doormat	piece	20
2. Dust Pan	piece	8
3. Baygon Insecticide	tube	2
4. Mop Handle	piece	8
5. Spray Gun	piece	8
6. Polishing Pad	piece	4
7. Soft Broom	piece	2
8. Stick Broom	piece	20
9. Stripping Pod	piece	2
10. Toilet Bowl Brush	piece	8



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3. The scope of work of the janitors/workers shall be in accordance with program of work and directive/instruction of the head of the General Services Unit. Their works and accomplishment shall be subject to recording and inspection on a regular basis and after completion of work. For purposes of payment of salary, a Monthly Accomplishment Report shall be submitted as part of the billing;
4. That in order to carry out the maintenance, janitorial and sanitation services, the **SERVICE AGENCY** shall furnish its personnel with all the necessary supplies and materials from its own account, Annex "A".

The **SERVICE AGENCY** shall be provided with a space for storage of their equipment, materials and supplies. All chemicals used for cleaning, disinfecting, waxing and polishing should be properly labeled and stored in a separate ventilated area. The **CLIENT** will be free from any liability arising from loss or damage of such equipment, materials and supplies.

5. The cost of electricity and water shall be for the account of the **CLIENT**.
6. For the performance of the foregoing maintenance and sanitation job, the **SERVICE AGENCY** shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary adequate medical, NBI and police clearance composed of ten (10) personnel (8 janitors, 1 semi-skilled & 1 skilled) to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays except Sundays and Holidays.

That the **CLIENT**, however, may depending on the requirements of the services, request the **SERVICE AGENCY** to increase or decrease the number of janitors, provided that due written notice thereof is served upon the **SERVICE AGENCY**, in which case the corresponding proportionate adjustment(s) in the consideration prescribed in Provision 16 regarding payment thereof shall be made.



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- a. The **CLIENT**, may at any time, request for the relief and/or replacement of janitor within twenty-four (24) hours in case of absence and non-satisfactory performance of personnel.
7. The **SERVICE AGENCY'S** personnel shall be provided with adequate uniforms, and appropriate identification cards at the expense of the **SERVICE AGENCY**, which shall be worn by the janitors at all times for proper identification.
8. The **SERVICE AGENCY** shall provide reliever and/or replacements at all times in case of absence of its personnel. Moreover, the janitors and/or supervisor shall render overtime work during special occasions such as seminars, programs, and other special events.
9. The Supervisor of the janitors shall receive instructions regularly from the **CLIENT'S** representative, i.e. rotation of janitors, areas for further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services for the **CLIENT**.
- The supervisor may likewise be replaced or subject to rotation upon recommendation of the **CLIENT'S** representative.
10. The authorized representative of the **CLIENT** shall evaluate the performance of the janitors/workers and the **SERVICE AGENCY** pursuant to the obligations in this contract.
11. The supervisor of the **SERVICE AGENCY** shall submit to the Administrative Chief of the **CLIENT**, a list of persons to perform the job indicating definite assignment for each. Said official shall be duly informed of any change of assignment for each. Said official shall be duly informed of any change of assignment of personnel.
12. Each of the **SERVICE AGENCY'S** personnel shall be personally punch-in and out his/her own daily time cards to enter his/her true and correct time entries on a logbook of the daily attendance of each personnel, which shall be kept and maintained by the Administrative Chief of the **CLIENT**. The absences and under times to be incurred by any of them shall be deducted from the semi-monthly payment of services rendered pursuant to the provisions of this Contract directly in proportion to agreed contract rate.



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- 13. The janitors, in coordination with their supervisor, shall submit themselves and their belongings for the inspection by the security guard on duty at the start and the end of their duty.
- 14. The **SERVICE AGENCY** shall assume full of responsibility for any loss or damage incurred to the property of the DepEd NCR by reason of deliberate or negligent act of any of its janitors.

The **SERVICE AGENCY** shall post performance bond of 30% of the total annual contract issued by the Government Service Insurance System, Cash or in the form of private bonding company accredited by Insurance Commission to guarantee the payment of wages, salaries or compensation to its janitors and also for the faithful compliance with the term, conditions and provisions of this Contract. It is also understood and agreed that the Performance Bond herein set up by the **SERVICE AGENCY** shall subsist until such time as is necessary and shall be answerable for whatever losses and/or damages that the **CLIENT** or any of its officials/employees may incur or suffer as herein provided.

- 15. The **SERVICE AGENCY** shall not be liable for loss or damage not reported to it orally or in writing within ten (10) working days from the time the same reached the **CLIENTS** knowledge.

In order to secure payment of salaries and other benefits due to the janitors, the **AGENCY** shall post a **BOND** equal to the cost of the labor under this Contract.

- 16. The **SERVICE AGENCY** shall not be liable for personal obligations or indebtedness of the janitor assigned to the **CLIENT**.

- 17. There shall be no employee-employer relationship between the **CLIENT** on one hand, and the **SERVICE AGENCY** and the persons whom the **SERVICE AGENCY** may assign to perform the services subject to this Contract, on the other. The **SERVICE AGENCY** hereby acknowledges that no authority has been conferred upon it by the **CLIENT** to hire any person on behalf of the **CLIENT** and that the persons to be assigned by the **SERVICE AGENCY** to perform the services called for under this Contract are not employees of the **CLIENT** and are not in any way or manner connected with or related to the **CLIENT**. It is expressly understood and agreed that the persons to be assigned by the



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SERVICE AGENCY to perform the services called under this Contract 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 **CLIENT** free and harmless from any liability arising out of any accidents that may befall the **SERVICE AGENCY'S** employees while performing their duties at the **CLIENT'S** premises as well as for any labor claims which the **SERVICE AGENCY'S** employee may file against the **CLIENT**.

18. The **SERVICE AGENCY** shall comply with all the existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS, Philhealth, ECC, and Pag-ibig Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the **CLIENT**. For this purpose the **SERVICE AGENCY**, shall submit semi-monthly billing, upon presentation of the bill, a sworn certification that it has paid the wages, allowances and bonuses of its employee assigned to the **CLIENT** in accordance with all labor laws and adjustments mandated.

In addition to aforementioned sworn certification, the **SERVICE AGENCY** shall submit a monthly payroll and SSS R3/R5 on a quarterly basis as proof of compliance that the employees assigned the **CLIENT** have received or have been receiving their wages and other emoluments as mandated by existing labor, standard laws and other social legislations. Failure on the part of the **SERVICE AGENCY** to submit the required sworn certification and monthly payroll shall authorize the **CLIENT** to hold the payment of the service fees pending compliance by the **SERVICE AGENCY**. The **SERVICE AGENCY** agrees not to hold the **CLIENT** liable for any cause whatsoever arising from this provision.

19. For and in consideration the above-mentioned services, the **CLIENT** agrees to pay the **SERVICE AGENCY** in accordance with the terms and conditions herein contained, the sum of **Two Million Eight Hundred Seventy-Nine Thousand Two Hundred Forty-Four Pesos (Php2,879,244.00)**, in accordance with the cost breakdown, below, effective **January 1, 2024** payable semi-monthly for ten (10) janitors/maintenance personnel and less any



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amount that shall correspond to short manpower services or short working periods. It is understood that upon presentation of the corresponding bill thereof, a certification shall be submitted to the **CLIENT** to the effect that the wages of the janitors including other emoluments and/or allowances due to them for the proceeding month have all been paid as required in Provision 16 of this Contract.

Particulars	Janitors/Maintenance Personnel
Rate per day	Php610.00
A. AMOUNT DIRECTLY TO PERSONNEL	
1. Average Rate per Month (Rate per day x 313 wd/12 mos.)	15,910.83
2. 13 th Month Pay (Rate per day/12 /12 mos.)	1,325.90
3. 5 Days Incentive Pay (Rate per day x 5 days/12 mos.)	254.17
Total Amount Directly to Personnel	17,490.90
B. AMOUNT TO GOVERNMENT IN FAVOR OF PERSONNEL	
1. SSS Premium	1,520.00
2. Philhealth	318.22
3. E.C.C.	30.00
4. Pag-Ibig Fund	100.00
Total Amount to Government in Favor of Personnel	1,968.22
C. TOTAL COMPENSATION	19,459.12
D. Other Cost	
Administrative Cost and Profit Margin (10% of C)	1,945.91
E. Supplies, Tools and Materials	17.92
F. Taxes to Government (12% of C + D +E)	2,570.75
G. Contract Rate per Month per Person	23,993.70
No. of Personnel	10
H. Contract Rate per Month (Total Personnel)	239,937.00
I. Contract Rate for Twelve Months	2,879,244.00
J. TOTAL CONTRACT AMOUNT (PHP)	2,879,244.00

20. In the event that a **new National or Local Wage Order** will be passed mandating an increase in the daily minimum wage rate and the coverage of its application includes the janitors, the same shall automatically take effect in the salary adjustment of the janitors without need of introducing an amendment to the contract.

21. Any violations of the stipulations and covenants of this contract, the **CLIENT** shall automatically rescind and/or terminate the same without express written notice to the **SERVICE AGENCY**



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who agrees that verbal notification shall be sufficient for this purpose.

BOTH PARTIES agree that a five (5) days period shall apply to allow the employees of the **CLIENTS'** premises. **PROVIDED THAT**, the **CLIENT** may extend such time period for purpose of expediency at the discretion of the Head of Office. The **CLIENT** shall not be liable for any cause whatsoever to the **SERVICE AGENCY** in invoking the foregoing for the protection of its interests and shall be entitled to a pro-rated refund of its payment including damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or renegotiate the said services to another **SERVICE AGENCY**.

22. The parties hereunto agree that any and all actions arising from this contract shall be filed in Quezon City only.

23. This contract shall take effect **January 1, 2024** and shall have duration of **one year** from said date up to **December 31, 2024** subject to a monthly extension and/or renewal under the same terms and conditions in accordance with the **Government Procurement Policy Board (GPPB) Resolution No. 24-2007**, if the DepEd - NCR find the performance of the **SERVICE AGENCY** to be satisfactory acceptable subject to the implementing laws and rules on procurement. This Contract may also be terminated prior to its expiration by either party by giving the other party a thirty (30) days notice in writing prior to such termination.

24. The bid documents and bid proposal of the **SERVICE AGENCY** shall form an integral part of this Contract.

IN WITNESS WHEREOF, the parties hereunto affixed their respective signatures this 13th day of December 2023 at Quezon City, Philippines.

**DEPARTMENT OF EDUCATION
NATIONAL CAPITAL REGION**

**EXCELLENT GENERAL SERVICES,
INC.**

By:

By:




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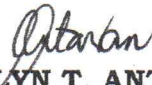
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JOCELYN DR. ANDAYA
Director IV


GINA O. RAMOS
President & General Manager

Signed in the presence of:


CRISTITO A. ECO
Assistant Regional Director


ANALYN T. ANTARAN
Representative of the Service Agency

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Las Piñas City (CITY) S.S.

BEFORE ME, a Notary Public for and in Las Piñas City this
DEC 29 2023, personally appeared the following:

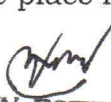
JOCELYN DR. ANDAYA and GINA O. RAMOS

known to me to be the same persons who executed the foregoing instrument consisting of twelve pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

DEC 29 2023

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PAGE NO 09
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SERIES OF 2023


ATTY. ESTER T. VILLARIN
Notary Public
Appointment No. LP 22-044
Until December 31, 2024
ROLL NO. 31643
PTR NO 12491083J - 01/10/23 - Las Piñas
IRP NO. 17322- 01/10/22
SOLE EXEMPTED NO. VII-JMETC002271



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