

CONTRACT No. 2015-02
PROVISION OF JANITORIAL MANPOWER SERVICES

THIS CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **FLORENCIO B. ABAD**, hereinafter called the "**DBM**";

- and -

FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP., a corporation duly organized and existing under the laws of the Philippines, with office address at No. 4-B West Road, Barangay Bagong Lipunan ng Crame, Cubao, Quezon City, represented by **ALEX RAOUL S. VILLANO**, hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Provision of Janitorial Manpower Services for the DBM CO for two (2) years and the bid of the Supplier in the amount of Twelve Million Eight Hundred Ninety Four Thousand Eight Hundred Eighteen Pesos and Twenty-Two Centavos (P12,894,818.22) (hereinafter called the "Contract Price");

WHEREAS, the Notice of Award was issued to the Contractor last April 16, 2015, and Contractor posted its performance security on April 23, 2015.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex G and H, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Invitation to Bid
B	-	Bid Bulletin No. 1
C	-	Instructions to Bidders
D	-	Bid Form
E	-	Schedule of Requirements
F	-	Technical Specifications
G	-	General Conditions of Contract
H	-	Special Conditions of Contract
I	-	Housekeeping Plan
J	-	Notice of Award
K	-	Performance Security

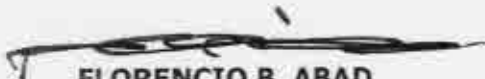


3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this 30th day of April, 2015 at Malacanang, Manila, Philippines.

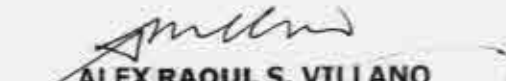
DEPARTMENT OF BUDGET
AND MANAGEMENT

By:

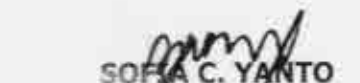

FLORENCIO B. ABAD
Secretary

FRONT RUNNERS PROPERTY
MAINTENANCE AND GEN.
SERVICES CORP.

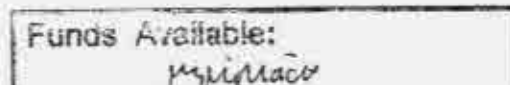
By:


ALEX RAOUL S. VILLANO
President

SIGNED IN THE PRESENCE OF


SOFA C. YANTO
Assistant Secretary and
Concurrent Director, Administrative Service


NOME L. MERCADO

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

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4/20/2015

ACKNOWLEDGMENT


REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this 30th day of April, 2015 personally appeared the following:

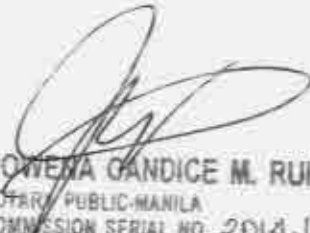
NAME	VALID ID	VALID UNTIL
FLORENCIO B. ABAD	DBM ID No. 3706 Passport # DE-0002443	2015
ALEX RAOUL S. VILLANO	EB9604676 DL - N16-68-016673	11/15/2018 09/19/2015

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Provision of Janitorial Manpower Services for the DBM Central Office was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 30th day of April, 2015 

Doc. No 581 ;
Page No 14 ;
Book No II ;
Series of 2015.



ROWENA GANDICE M. RUIZ
 NOTARY PUBLIC-MANILA
 COMMISSION SERIAL NO. 2014-166
 UNTIL DECEMBER 31, 2015
 ROLL NO. 49404, LBP LRN 05140
 PTR NO. 3038612/Manila/4.21.15
 L.O. : : : : :
 BLDG. 1 GROUND FLR.
 GEN. SOLANO ST. MALACANANG
 MANILA

Bid Form

Date: March 23, 2015

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the Janitorial Manpower Services in conformity with the said Bidding Documents for the sum of **Twelve Million Eight Hundred Ninety Four Thousand Eight Hundred Eighteen Pesos and 22/100 Only.**

PARTICULARS	No. of Janitorial Personnel	MONTHLY RATE (in PhP) *	ANNUAL RATE (in PhP) *
A. Wage, Cola, Leave Benefits, 13th Month Pay		677,335.25	8,128,023.00
Basic wage rate / month (@ P451.00/day)	51	598,026.00	7,176,312.00
COLA (@ P15.00 / day)	51	19,890.00	238,680.00
Vacation/Sick Leave Benefits	51	9,583.75	115,005.00
13th Month Pay	51	49,835.50	598,026.00
		59,542.50	714,510.00
B. Employer's Share to Gov't. in Favor of the Janitor			
SSS Premium (Circular 22-P: ER Contribution Only)	51	46,920.00	563,040.00
Philhealth Premium (Employer's Share Contribution)	51	7,012.50	84,150.00
Pag-ibig Fund Premium	51	5,100.00	61,200.00
ECC	51	510.00	6,120.00
C. Total Compensation (A + B)		736,877.75	8,842,533.00
D. Administrative and Operating Overhead and Margin, Including Cost for Cleaning Equipment/Tools (between 10% to 15% of C)		73,687.78	884,253.36
E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (C+D)		810,565.53	9,726,786.36
F. VAT (12% of E)		97,267.86	1,167,214.36
G. Total Cost inclusive of VAT (E + F)		907,833.39	10,894,000.72
H. Contingency to Cover Cost of Additional that may be required and Cost of Overtime Services		166,734.79	2,000,817.50
I. GRAND TOTAL		1,074,568.18	12,894,818.22

Note: * Only the bids for items D, E, F, G and I shall be indicated by the bidder.
 All rates and prices shall be rounded off to the nearest two decimal points.



We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause **Error! Reference source not found.** of the Bidding Documents.

Dated this 23rd day of March 2015.


ALEX RAOUL S. VILLANO

[signature]

PRESIDENT

[in the capacity of]

Duly authorized to sign Bid for and on behalf of Front Runners Property Maintenance and Gen. Services Corp.





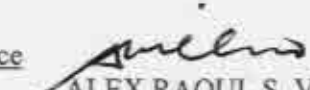
Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivery Date
I.	Provision of Janitorial Personnel	51	Within seven (7) calendar days from the receipt of Notice to Proceed
II.	Provision of Cleaning Equipment/Tools in good running condition, as specified in Section VII. Technical Specifications		

I hereby certify to comply and deliver all the above requirements.

Front Runners Property Maintenance
And Gen Services Corp.
Name of Company/Bidder


ALEX RAOUL S. VILLANO
Signature over Printed Name of
Authorized Representative

March 23, 2015
Date





Section VII. Technical Specifications

Bidders must state either "Comply" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification."


Item	Specifications	Statement of Compliance
	Janitorial Manpower	
	a. The Contractor shall provide 51 Janitorial Personnel (inclusive of 1 working Janitorial Supervisor) who are: a.1. Of good moral character and without criminal or police records a.2. Physically and mentally fit, as evidenced by a medical certificate a.3. Duly trained and skilled to function as Janitorial Personnel The Contractor, upon receipt of the notice of award, shall be required to submit to the AS Director a sworn statement or other pertinent documents as proof of compliance with the foregoing.	COMPLY
	b. The Contractor shall assign a Roving Supervisor, at no additional cost to the DBM, aside from the Janitorial Supervisor, to monitor the performance of the Janitorial Personnel and handle the consolidation of daily timecards.	COMPLY
	c. The Janitorial Personnel shall perform the following: c.1. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Contractor during the Contract Implementation, taking into account the following: c.1.1. Protection of DBM properties from damage or destruction in connection with the janitorial activities rendered; c.1.2. Preservation of confidentiality of DBM records; and c.1.3. Proper collection and disposal of garbage. c.2. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other errand works within DBM premises).	COMPLY
	d. The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition: d.1. Heavy duty floor polisher, size 20", 1 unit d.2. Heavy duty floor polisher, size 16", 8 units d.3. Mop wringer/squeezer, 8 units d.4. Glass squeegee, 18 sets d.5. Heavy duty vacuum cleaner, 4 units d.6. Stainless step ladder, 6 ft., 6 units d.7. Stainless step ladder, 14 ft., 2 units d.8. Heavy duty push cart (big), 8 units d.9. Heavy duty garbage buggy, 3 units d.10. Floor warning sign, 16 units d.11. Spatula, 32 pieces d.12. Wheel barrow, 2 units d.13. Grass cutter, 2 pieces d.14. Garden tools, 2 sets d.15. Garden hose, 100 meters/set, 2 sets	COMPLY

(Cont')

Item	Specifications	Statement of Compliance
	e. The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways and common areas: e.1. Building I (2 storey), 2,500 sq.m. e.2. Building II (4 storey with roof deck), 13,464 sq. m. e.3. Building III (2 storey), 2,692 sq. m. e.4. Multi Purpose Building with Gym, 960 sq. m.	COMPLY
II.	Additional Set of Technical Evaluation Parameters a. Stability a.1. Year of Experience – at least 5 years in the janitorial business a.2. Liquidity of Contractor – at least P5,000,000.00 (current assets minus inventory stocks or supplies inventory, as applicable, minus current liability, based on the Contractor's Balance Sheet as of December 31, 2013) a.3. Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment b. Resources b.1 Number and Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements b.2 Number of Janitors – with at least 51 Janitors b.3 Number of Supervisors – with at least 5 Supervisors c. Housekeeping Plan – said Plan must be tailored fit to the service requirements of the DBM. The Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan shall be submitted together with the additional documents stated in ITB Clause 29.	COMPLY

I hereby certify to comply with all the above Technical Specifications.

Front Runners Property Maintenance
and Gen Services Corp.
Name of Company/Bidder


ALEX RAOUL S. VILLANO
Signature over Printed Name of
Authorized Representative

March 23, 2015
Date



SERVICE LEVEL AGREEMENT

1.0 General Conditions:

- 1.1 The Contractor agrees that the DBM-CO, through the Administrative Service (AS), reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- 1.2 The deployed personnel shall work eight hours a day, six days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the AS Director.
- 1.3 The DBM has the right to effect changes in the assignment/deployment of the janitors at anytime during the contract period, through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.4 The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- 1.5 The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.
- 1.6 The Contractor shall submit, along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittances for SSS, PhilHealth and Pag-IBIG premiums of the Janitorial personnel assigned in the DBM.
- 1.7 The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 1.8 The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- 1.9 The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.



2. Specific Conditions:

Each area shall be cleaned to a minimum service specification as detailed in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY[1]
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/ handrails; clean glass walls/partitions	Once a week
	Machine scrub and buff hard floors	Once a week
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buf the floors;	As necessary*
OFFICE SPACES	Damp wipe office tables and chairs	Daily
	Damp wipe office equipment, i.e., computer screens, keyboards, calculator, telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust mop/spot mop/buff floors	As necessary*
MULTIPURPOSE HALL/ CONFERENCE ROOMS/ LIBRARY/	Empty paper/waste bins, wash out, if required	Daily
	Damp dust table tops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jams, glass walls/partitions	Once a week
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, window sills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary*
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floors	As necessary*
	Wash, clean and disinfect urinals and toilet bowls	As necessary*
	Empty and wash waste bins	As necessary*
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary*
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower rooms	Daily
	Clean and remove dusts from equipment, handrails and stairways	Daily
RECORDS AREA/ STOCKROOMS	Clean the floors and remove dusts from equipment and files	Once a week

Note:

[1] Frequency may be changed during the contract implementation, upon the instruction of the Head of the Administrative Service

"As necessary" means to be checked once a day and cleaned if necessary.

2.1 Service Standard

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times.

The expected standard after cleaning and waste collection is as follows:

Office Areas

- ✓ All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- ✓ All waste receptacles empty.

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

Washrooms and Toilets

- ✓ All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- ✓ All sanitary fittings should be free from grime, dirt and smear.

2.2 The duties of the assigned Janitorial Supervisor shall include but not limited to the following:

- ✓ Make rounds to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives.
- ✓ Conduct inspection to check cleanliness and orderliness of the premises, and inform his/her subordinates of corrections necessary.
- ✓ Determine materials, supplies needed and timely inform the Head of the AS-General Services Division, of the requirement.
- ✓ Train subordinate on proper cleaning methods, use of equipment, safety practices and work regulations.



Section IV. General Conditions of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the Bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or

investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such

amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the

Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at anytime before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this

function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the <i>Department of Budget and Management (DBM)</i> .
1.1 (i)	The Supplier is :
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the FY 2015 General Appropriations Act.
1.1 (k)	The project site is: Department of Budget and Management DBM Bldg. III, Ground Floor, General Solano St., San Miguel, Manila
5.1	<u>The Procuring Entity's address for Notices is :</u> Department of Budget and Management Ground Floor, DBM Building III, Gen. Solano St., San Miguel, Manila Tel No. (02) 735-4902 Fax No. (02) 735-4979 Contact Person: Director Sofia C. Yanto Administrative Service (AS) <u>The Supplier's address for Notices is:</u>
6.2	The DBM has the right to effect changes in the assignment/deployment of the janitors at anytime during the contract period through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price. The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.
9	All bid prices are considered fixed prices, and is not subject to price escalation during the whole contract period, except for the following: (i) increase in the minimum daily wage pursuant to a law or wage order issued after bid opening; and (ii) increase in taxes, if any.
10.1	Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents: (a) DTRs of all janitors duly signed by the AS Director or his/her duly authorized

	<p>representative;</p> <p>(b) Proof of previous months' remittances to the SSS, PhilHealth, and Pag-IBIG, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the DBM; and</p> <p>(c) Invoice of billing or statement of account for the period covered.</p> <p>Thereafter, payment shall be made upon certification by the AS Director that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.</p>
10.2	No further instructions.
10.4	No further instructions.
13.4 (c)	No further instructions.
15	<p>The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:</p> <p>(a) quality of work delivered;</p> <p>(b) time management;</p> <p>(c) management and suitability of personnel;</p> <p>(d) Contract administration and management;</p> <p>(e) provision of regular progress report;</p> <p>(f) attentiveness to details; and,</p> <p>(g) compliance with DBM instructions and policies.</p> <p>The AS shall conduct a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DBM during contract period.</p> <p>Further, the DBM-AS shall conduct a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the DBM may pre-terminate the contract for failure of the Contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p>
16.1	Not applicable.
17.3	Not applicable.
17.4	Not applicable.
19	<p>Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or</p>

	performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the DBM.



HOUSEKEEPING PLAN

COVERAGE	DESCRIPTION OF TASK	FREQUENCY
OFFICE/RECEPTION AREAS/HALL AND STAIRWAYS	Empty waste bins; receptacles and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jambs/balusters/handrails; clean glass walls/partitions	Once a week
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors	Daily
	Scrub, free from grime, dust, dirt, stains, smear and yellowish substances of floors, walls and partitions	Daily
	Clean reachable surface walls and partitions free from debris	Once a week
	Clean plant boxes	Daily
	Properly aligned/arranged tables and chairs	Daily
	Keep the stairway and entrances from obstructions	Daily
	Damp wipe ledges/frames/picture frames	Once a week
	Dust ceiling air vent	Once a week
Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year	
OFFICE SPACES	Damp wipe and disinfect office tables and chairs	Daily
	Damp wipe and disinfect office equipment, i.e. computer screens, keyboards, calculator, telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust mop/spot mop/buff floors	Daily
	Clean reachable surface walls and partitions free from debris	Once a week
	Report breakage, electrical malfunctions and other deficiencies	Daily
	Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year
MULTIPURPOSE HALL/ CONFERENCE ROOMS/	Empty papers/waste bins, wash out, if required	Daily
	Dump dust table tops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean windows shade, inside windows, door	Once a week

LIBRARY	jambs, glass walls/partitions	
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, windows sills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	Daily
	Clean reachable surface walls and partitions free from debris	Once a week
	Properly aligned/arranged tables and chairs	Daily
	Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floors	Daily
	Wash, clean and disinfect urinals and toilet bowls	Daily
	Empty and wash waste bins	Daily
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Clean and polish mirrors	Daily
	Clean and disinfect wash basins, walls and partitions	Daily
	Scrub, free from grime, dust, dirt, stains, smear and yellowish substances of floors, walls and partitions	Daily
	Check and replenish of toilet papers and other disposable supplies	Daily
	Fetching water and filling of containers when water is not available	Daily
	Collect and proper disposal of garbage	Daily
	Clean reachable surface walls and partitions	Once a month
	Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year
	PANTRY	Damp wipe and polish with dry cloth front and visible sides of the refrigerator, oven, etc.
Disinfect floors, pantry sink and pantry cabinets		Once a week
Remove cobwebs (ceiling, lighting fixtures, etc.)		Once a month
Insect spraying, fumigation, fogging and other implementing pest control measure		Thrice a year
MULTIPURPOSE BUILDING/GYM	Clean bleachers and shower rooms	Daily
	Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year
RECORDS AREA/ STOCKROOMS	Clean the floors and remove dusts from equipment and files	Once a week
	Dust file cabinets, shelves, etc.	Daily
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Insect spraying, fumigation, fogging and other implementing pest control measure	Thrice a year
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Clean and litter free, no cigarette butts, candy wrappers, dried leaves, etc.	Daily
	Collect and proper disposal of garbage	Daily

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	Hose washing and sweeping with hard broom all cement grounds	Once a week
	Water outdoor plants	Twice Daily
	Trim plants	Twice a month or as necessary

SPECIAL TASK FORCE (as REQUIRED BY DBM):

EXTERIOR DBM BUILDING	Clean walls, windows, columns, etc.	Once a year
	Clean reachable surface walls and partitions	Once a year
	Remove cobwebs (ceiling, lighting fixture, etc.)	Quarterly

ADDITIONAL TASK:

1. Provide other janitorial functions- physical arrangement for various activities
2. Assist in hauling of furniture and fixtures from one office to another
3. Perform other duties as may be required

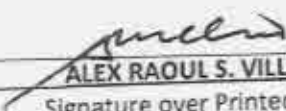
SUPERVISOR:

1. Shall act and make decisions in behalf and our account of the services on matters arising from questions or complaints raised by Client or by service personnel themselves;
2. Shall ensure the complete deployment of janitors required by the Client;
3. Shall make rounds to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives.
4. Shall conduct inspection to check cleanliness and orderliness of the premises, and inform his/her subordinates of corrections necessary.
5. Shall ensure that the janitors comply with policies and procedures implemented especially the rules on safety;
6. Shall exercise close supervision over the work of the assigned service personnel;
7. Shall ensure that the designated personnel for the Cleaning Task Force are completely provided with supplies & equipment, that all their assigned task are done before moving to another;
8. Shall prepare work assignments and schedules subject to the prior approval of Client;
9. Shall train his/her subordinate on proper cleaning methods, use of equipment, safety practices and work regulations.

10. Shall perform other functions as required by Client;
11. Shall regularly coordinate with the Client duly authorized representative as to the performance of janitors.
12. Shall regularly coordinate with the Client duly authorized representative as to determine the required materials, supplies needed.

Submitted By:

By:


ALEX RAOUL S. VILLANO
Signature over Printed Name

PRESIDENT
Position



PLARIDEL SURETY AND INSURANCE COMPANY

Suite 2505, 25th Floor, 88 Corporate Center, Sedaño corner Valero Streets,
Sacedo Village, Makati City
Tel: phone Nos. 889-6101 to 03 Fax No. 752-1504
TIN: 000-480-748-000

Manila Branch Office
Rm 522 5th Floor
Noah's Ark Bldg.
Escolta, Manila
Tel. Nos. 242-5651; 242-7783
Fax No. 242-2616

Per: _____
Dir: _____
Asst: _____
Asst: _____
Asst: _____
Asst: _____
Asst: _____
Asst: _____

PSIC MANILA BR. BOND No. 05685
G-131

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES of
No. 4-B West Road Brgy. Laguna Liguangan Crame, Quezon City

as PRINCIPAL, and PLARIDEL SURETY AND INSURANCE COMPANY, a corporation duly organized and
existing under and by virtue of the laws of the Philippines, with principal office at Makati City and Manila Branch
Office at Escolta, Manila, Philippines, as Surety are held and firmly bound unto DEPARTMENT OF BUDGET
AND MANAGEMENT in the sum of PESOS

THREE MILLION EIGHT HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED PESOS ONLY
(P 3,868,500.00) Philippine Currency, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal was awarded the bid to

WHEREAS, as a condition to said award the Principal to undertake the PROVISION OF JANITORIAL MANPOWER SERVICES This bond is callable
on demand.

requires the above-named Principal to file a Performance Bond in the amount of Pesos THREE MILLION
EIGHT HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED (P 3,868,500.00) Philippine Currency.
PESOS ONLY.

WHEREAS, the insurance company shall require the principal to put up a collateral as a condition precedent
for the issuance of this bond.

NOW, THEREFORE, if the above-named Principal shall in all respects duly and fully perform all and
obey the terms and conditions, covenants, and agreements by said award so true intent and meaning thereof, then
this instrument shall be null and void, otherwise, it shall remain in full and effect.

Liability of the Surety under this bond will cease on APRIL 30, 2017 and this Bond will be
deemed automatically cancelled 30 (thirty) days after its expiration, unless the Surety is notified in writing within said
period of any existing obligations thereunder. It is hereby further agreed and understood that no action in law or equity
shall be brought against the Surety under this Bond unless the same is brought before a competent Court within one
year from the date and within notice of any existing obligations to the Surety, as herein stipulated.

IN WITNESS WHEREOF, we have set our hands and signed our names on this 22ND day of
APRIL, 2016 at Manila City, Philippines.

WITNESSES:
ROMEO F. DE GUZMAN, JR.
CEO PLARIDEL INSURANCE

FRONT RUNNERS PROPERTY MAINTENANCE
AND GENERAL SERVICES
BY Alex Raoul S. Villano
President/Principal

PLARIDEL SURETY AND INSURANCE COMPANY

ATTEST:

[Signature]
Atty. Victor A. Astor



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

NOTICE OF AWARD

April 16, 2015

MR. ALEX RAOUL S. VILLANO

President

Front Runners Property Maintenance and General Services Corporation

No. 4 – B West Road,

Barangay Bagong Lipunan ng Crame

Cubao, Quezon City

Dear **Mr. Villano**:

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2015-14, we are pleased to inform you that the contract for the Project "Provision of Janitorial Manpower Services" is hereby awarded to your company in the amount of Twelve Million Eight Hundred Ninety Four Thousand Eight Hundred Eighteen Pesos and Twenty-Two Centavos (P12,894,818.22).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184 within ten (10) calendar days upon receipt of this notice.

Very truly yours,

FLORENCIO B. ABAD

Secretary



A002121

RECEIVED BY:

BY:

[Signature]
R.D. MARTINEZ
4-16-15



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

NOTICE TO PROCEED

April 30, 2015

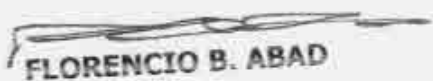
MR. ALEX RAOUL S. VILLANO

Front Runners Property Maintenance and Gen. Services Corp.
No. 4-B West Road, Barangay Bagong Lipunan ng Crame
Cubao, Quezon City

Dear **Mr. Villano**:

This is to inform your company that performance of the obligations specified in the attached Contract for the project, Provision of Janitorial Manpower Services, shall commence upon receipt of this Notice to Proceed.

Very truly yours,


FLORENCIO B. ABAD
Secretary

Received
Amel
4-30-15