



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2019-77

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Janitorial Manpower Services," with an Approved Budget for the Contract of P33,000,000.00 for two years, through the authorized appropriations under the FY 2020 National Expenditure Program and Multi-year Contractual Authority-BMB-C-190000035;

WHEREAS, on October 18, 2019, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

WHEREAS, during the submission and opening of bids on November 8, 2019, the BAC determined the submissions of the following: (i) M8 Manpower Services; (ii) Front Runners Property Maintenance and General Services Corporation; (iii) Alert General Services Corporation; and (iv) DBP Service Corporation as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposals, the BAC determined that all bidders submitted the same bid in the amount of P32,755,985.76.00 for two (2) years;

WHEREAS, following GPPB Circular No. 06-2005 dated August 5, 2005, a tie-breaking method was conducted through the drawing of lots wherein M8 Manpower Services drew the number one lot, and was accordingly declared as the Lowest Calculated Bidder, with Front Runners Property Maintenance and General Services Corporation, Alert General Services Corporation, and DBP Service Corporation placing as second, third, and fourth, respectively;

WHEREAS, under Resolution No. 2019-59 dated November 15, 2019, the BAC declared the post-disqualification of M8 Manpower Services for the Project in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184, and that post-qualification be conducted on the second Lowest Calculated Bidder, Front Runners Property Maintenance and General Services Corporation, pursuant to Section 34.6 of the 2016 Revised IRR of the same law;

WHEREAS, M8 Manpower Services filed a Request for Reconsideration, dated November 22, 2019, to the DBM-BAC's declaration finding the former's submission as post-disqualified;

WHEREAS, the DBM-BAC did not find merit in the Request for Reconsideration of M8 Manpower Services;

WHEREAS, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Front Runners Property Maintenance and General Services Corporation passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P32,755,985.76.00.

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of the Department of Budget and Management that the contract for the Project, "Janitorial Manpower Services," be awarded to Front Runners Property Maintenance and General Services Corporation, in accordance with R.A. No. 9184 and its 2016 Revised IRR.

ADOPTED, this 29th day of November 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


THEA MARIE CORINNE F. PALARCA
End-user Representative

not present
VIRGILIO A. UMPACAN, JR.
B.U.D.G.E.T. Representative


EDEN D. PANGILINAN
Member


ROWEL D. ESCALANTE
Member


ROSEMARIE D. PAGALA
Alternate Member


ANDREA CELENE M. MAGTALAS
Vice Chairperson


ACHILLES GERARD C. BRAVO
Chairperson

Approved
 Disapproved.


WENDEL E. AVISADO
Secretary, DBM

Date: _____





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

BIDS AND AWARDS COMMITTEE

DEC 10 2019

NOTICE OF AWARD

MARIA SHERYL B. LAURIO

HR & Administrative Officer

Front Runners Property Maintenance

and General Services Corporation

No. 4-B West Road

Barangay Bagong Lipunan ng Crame

Cubao, Quezon City, Metro Manila

Dear **Ms. Laurio**:

We are pleased to inform you that the contract for the Project, "Janitorial Manpower Services," is hereby awarded to Front Runners Property Maintenance and General Services Corporation in the amount of P32,755,985.76.00 for two years.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

WENDEL E. AVISADO
Secretary





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

BIDS AND AWARDS COMMITTEE

DEC 10 2019 *

NOTICE OF AWARD

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Front Runners Property Maintenance
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Barangay Bagong Lipunan ng Crame

Cubao, Quezon City, Metro Manila

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In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

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Very truly yours,



WENDEL E. AVISADO

Secretary

* The Project underwent Early Procurement Activities, and BAC Resolution No. 2019-77, adopted by the BAC on November 29, 2019, recommending award of the Contract for the Project, was approved by the Head of the Procuring Entity on December 10, 2019, the date reflected above.

However, in accordance with item 7.1 of GPPB Circular No. 06-2019, this Notice of Award is deemed issued on January 7, 2020, the date it was released to the Supplier.

RECEIVED BY

Jan 07 20
MARIANNE AVENIDA



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

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MARIA SHERYL B. LAURIO

HR & Administrative Officer

Front Runners Property Maintenance

and General Services Corporation

No. 4-B West Road

Barangay Bagong Lipunan ng Crame

Cubao, Quezon City, Metro Manila

Dear **Ms. Laurio**:

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

Thank you and God Bless.

Very truly yours,

WENDEL E. AVISADO
Secretary

I acknowledge receipt and acceptance of this Notice on: FEB. 19, 2020

Name of Consultant and/or Representative: RAMON N. TANAMON

Authorized Signature: _____

**CONTRACT No. 2020-03
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, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

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

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Janitorial Manpower Services," and the bid of the Supplier is in the amount of Thirty Two Million Seven Hundred Fifty Five Thousand Nine Hundred Eighty Five Pesos & 76/100 (P32,755,985.76), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last January 7, 2020, and the Supplier posted its performance security in the form of a Performance Bond on January 16, 2020, in the amount of P9,826,795.73;

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

- 4r
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 D and E, respectively.
 2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	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, which is the Janitorial Manpower 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, which is the Janitorial Manpower 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.
5. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ___ day of _____, 2020 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT

by:



WENDEL E. AVISADO
Secretary

FRONT RUNNERS PROPERTY
MAINTENANCE AND GENERAL
SERVICES CORPORATION

by:

ALEX RAOUL S. VILLANO
President

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service

SUSAN FERRER SARDILLO
Admin & Finance Manager

CERTIFIED FUNDS AVAILABLE

JEFFREY M. GALARPE
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 02/01/017670-61-61
ORS Date: 01/28/2020

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 FEB 17 2020 day of _____, 2020 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	

ALEX RAOUL S. VILLANO	PASSPORT ID No. P8280699A	August 8, 2028
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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 Janitorial Manpower Services was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this FEB 17 2020 day of _____, 2020.

Handwritten mark

Handwritten signature

ATTY. GARY CAMITAN AURE
 NOTARY PUBLIC, ROLL NO. 60777
 PTR No. 9132171 Issued on Jan. 3, 2020 Until Dec. 31, 2020 Manila
 IDP Lifetime No. 614539 issued on Feb. 2, 2016
 Commission No. 2620-021 Issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila
 WCLE No. VI-0008296 Issued on Feb. 29, 2018 at Pasig City Valid Until April 14, 2022
 Office Address: G/F YMCA Building, 356 Antonio Villegas Street, Ermita, Manila

Doc. No 442;
Page No 87;
Book No 24
Series of 2020.

Handwritten signature

Bid Form
(Revised)

Date: November 8, 2019

Invitation to Bid No.: **DBM-2020-05**

To: Department of Budget and Management
DBM Bldg. 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 the DBM, our services for the Project, "**Janitorial Manpower Services**" in conformity with the said Bidding Documents for the sum of **THIRTY TWO MILLION SEVEN HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED EIGHTY FIVE PESOS AND 76/100** (Php 32,755,985.76) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Particulars	Monthly Rate	Total Cost per Month	Annual Rate
A. Wage, COLA, Leave Benefits, 13th month pay		828,859.50	9,946,314.00
Basic wage rate/month (@ P537.00/day)	54 13,962.00	753,948.00	9,047,376.00
Vacation/Sick Leave Benefits	54 223.75	12,082.50	144,990.00
13 th Month Pay	54 1,163.50	62,829.00	753,948.00
B. Employer's Share to Gov't in favor of the Janitor		76,786.92	921,443.04
SSS Premium (Circular 22-P: ER Contribution Only)	54 1,120.00	60,480.00	725,760.00
PhilHealth Premium (Employer's Share)	54 191.98	10,366.92	124,403.04
Pag-IBIG Fund Premium	54 100.00	5,400.00	64,800.00
ECC	54 10.00	540.00	6,480.00
C. Total Compensation (A+B)		905,646.42	10,867,757.04
D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (not less than 10% of the total cost pursuant to DOLE D.O. 174-17)		90,564.64	1,086,775.68
E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (C+D)		996,211.06	11,954,532.72
F. VAT (12% of E)		119,545.33	1,434,543.96
G. Total Cost inclusive of VATY (E+F)		1,115,756.39	13,389,076.68
H. Contingency to Cover Cost of Additional Janitors that may be required and Cost of		249,076.35	2,988,916.20
G. Grand Total		1,364,832.74	16,377,992.88

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 18.2 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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the Front Runners Property Maintenance and Gen. Services Corp., to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Janitorial Manpower Services of the Department of Budget and Management**.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this 8th day of November 2019.



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.





REQUIRED CLEANING EQUIPMENT/TOOLS

	EQUIPMENT/TOOLS	TOTAL QTY	UNIT PRICE	TOTAL COST
a.	Heavy-duty floor polisher, size 16	9 units	0.00	0.00
b.	Mop wringer/squeezer	9 units	0.00	0.00
c.	Glass squeegee	20 sets	0.00	0.00
d.	Heavy-duty vacuum cleaner	4 units	0.00	0.00
e.	Stainless step ladder, 6 ft	6 units	0.00	0.00
f.	Stainless step ladder, 14 ft	2 units	0.00	0.00
g.	Heavy Duty push cart (big)	8 units	0.00	0.00
h.	Heavy duty garbage buggy	3 units	0.00	0.00
i.	Floor warning sign	16 units	0.00	0.00
j.	Spatula	32 pcs	0.00	0.00
k.	Wheel barrow	2 units	0.00	0.00
l.	Grass cutter	2 pcs	0.00	0.00
m.	Garden tools	2 sets	0.00	0.00
n.	Garden hose, 100 meter/set	2 sets	0.00	0.00
TOTAL COST OF EQUIPMENT/TOOLS			0.00	0.00

Submitted By:

By:


ALEX RAOUL S. VILLANO

Signature over Printed Name

PRESIDENT

Position

J

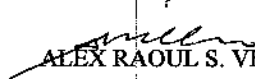
Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Delivery Date
1.	Provision of Janitorial Personnel	54	
2.	Provision of cleaning equipment/tools in good running condition, as specified in Section VII. Technical Specifications	1 lot	Within three (3) calendar days upon the receipt of the Notice to Proceed.

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

Front Runners Property Maintenance
and Gen. Services Corp.


ALEX RAOUL S. VILLANO

November 8, 2019

Name of Company/Bidder

Signature over Printed Name of Representative

Date

ff

Section VII. Technical Specifications

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

Item	Specification	Bidder's Statement of Compliance
1.	<p>The Contractor shall provide 54 janitorial personnel, including 1 working Janitorial Supervisor who will be assigned to monitor and supervise janitorial attendants who are:</p> <ul style="list-style-type: none"> a. of good moral character and without criminal or police records; b. physically and mentally fit, as evidenced by a medical certificate; and c. duly trained and skilled to function as janitorial personnel. <p>The Contractor, upon receipt of the Notice of Award, shall be required to submit to the DBM-AS Director a sworn statement attesting compliance with the foregoing.</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
2.	The Contractor shall assign a Roving Supervisor from its own account, separate from the Janitorial Supervisor, to monitor the performance of the janitorial attendance and handle the consolidation of daily timecards periodically in preparation for the monthly bill to the DBM.	"Comply"
3.	<p>The janitorial personnel shall perform the following:</p> <ul style="list-style-type: none"> a. 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 contract implementation, taking into account the following: <ul style="list-style-type: none"> - protection of DBM properties from damage or destruction in connection with the janitorial activities rendered; - preservation of confidentiality of DBM records; and - proper collection and disposal of garbage b. Miscellaneous Services to be performed whenever required (i.e. logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other errands within DBM premises.) 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
4.	The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition:	"Comply"

Quantity	Equipment/tools	
9 units	Heavy-duty floor polisher, size 16	"Comply"
9 units	Mop wringer/squeezer	"Comply"
20 sets	Glass squeegee	"Comply"
4 units	Heavy-duty vacuum cleaner	"Comply"
6 units	Stainless step ladder, 6 ft	"Comply"
2 units	Stainless step ladder, 14 ft	"Comply"
8 units	Heavy Duty push cart (big)	"Comply"
3 units	Heavy duty garbage buggy	"Comply"
16 units	Floor warning sign	"Comply"
32 pcs	Spatula	"Comply"
2 units	Wheel barrow	"Comply"
2 pcs	Grass cutter	"Comply"
2 sets	Garden tools	"Comply"
2 sets	Garden hose, 100 meter/set	"Comply"
5.	<p>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:</p> <ul style="list-style-type: none"> - Building I (2 storey), 2,500 sq. m - Building II (4 storey w/ roof deck), 13,464 sq. m. - Building III (2 storey), 2,692 sq. m. - Multipurpose building w/ gym, 960 sq. m - Arcache Building (3rd floor only) 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.	<p>Additional Set of Technical Parameters</p> <p>a. Stability</p> <ul style="list-style-type: none"> i. Years of Experience – at least 5 years in the janitorial business ii. 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 2018) iii. Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment. <p>b. Resources</p> <ul style="list-style-type: none"> i. Number and Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified under item 1.d. of Section VII. Technical Specifications ii. Number of Janitors – at least 100 Janitors iii. Number of Supervisors – at least 5 supervisors <p>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</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

	Housekeeping Plan.	"Comply"
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I hereby certify to comply with all the above Technical Specifications.

Front Runners Property Maintenance
and Gen. Services Corp.

Alex Villano
ALEX RAOUL S. VILLANO

November 8, 2019

Name of Company/Bidder

Signature over Printed Name of Representative

Date

A

SERVICE LEVEL AGREEMENT

"Comply"

I. General Conditions:

"Comply"

1. The Contractor agrees that the DBM-Central Office, through the Administrative Service, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor. "Comply"
2. The deployed personnel shall work 8 hours a day, 6 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 Head of the Administrative Service or his/her duly authorized representative. "Comply"
3. The DBM has the right to effect changes in the assignment/deployment of the janitors at any time 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. "Comply"
4. The Contractor shall not reshuffle personnel without the prior clearance/approval of the Administrative Service which hereby reserves the right to reject any proposal to reassign personnel if such re-assignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matter of disciplinary action toward the personnel of the Contractor, the Administrative Service shall cooperate with the Contractor or vice versa by means of mutual consultation. "Comply"
5. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services. "Comply"
6. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall provide the Janitorial personnel their monthly pay slip containing the necessary information on it. 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. "Comply"
7. The Contractor shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies. "Comply"
8. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, 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 to the DBM only. "Comply"

9. 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. "Comply"
10. 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. "Comply"
11. 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. "Comply"
12. The Contractor shall have ten (10) relievers for the DBM available at any time to take over in case some regular personnel are absent at no extra cost to the Department. No trainees shall be allowed to take over as relievers. "Comply"

II. Service Conditions:

"Comply"

Each area shall be cleaned to the service specification as detailed in the table below: "Comply"

COVERAGE	DESCRIPTION OF TASK	FREQUENCY*	"Comply"
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily	"Comply"
	Water indoor plants	Daily	"Comply"
	Bring out indoor plants	Once a week	"Comply"
	Machine scrub and buff hard floors	Once a week	"Comply"
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/handrails; clean glass walls/partitions	Once a week	"Comply"
	Machine scrub and buff hard floors	Once a week	"Comply"
	Remove cobweb (ceiling, lighting fixtures, etc)	Once a month	"Comply"
	Wash walls with dirt and stain mark	Once a month	"Comply"
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month	"Comply"
	Dust Mop/Spot Mop/Buff the floors;	As necessary**	"Comply"
OFFICE SPACES	Damp wipe office tables and chairs	Daily	"Comply"

	Damp wipe office equipment i.e. computer screens, keyboards, calculator, telephone, desk lamp, filing cabinets, etc.	Daily	"Comply"
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month	"Comply"
	Wash walls with dirt and stain mark	Once a month	"Comply"
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month	"Comply"
	Dust mop/spot mop/buff floors	As necessary**	"Comply"
MULTIPURPOSE HALL/ CONFERENCE ROOMS/ LIBRARY/	Empty paper/waste bins, wash out if required	Daily	"Comply"
	Damp dust table tops, re-arrange chairs	Daily	"Comply"
	Machine scrub and buff hard floors	Thrice a week	"Comply"
	Wipe/clean window shades, inside windows, door jambs, glass walls / partitions	Once a week	"Comply"
	Remove cobweb on ceiling, lighting fixtures, etc.	Once a month	"Comply"
	Wash walls, window sills, surrounds and other vertical ledges with dirt and stain marks	Once a month	"Comply"
	Wet clean, dust and vacuum upholstered furniture	Once a month	"Comply"
	Dust mop/spot mop/buff floors	As necessary**	"Comply"
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**	"Comply"
	Wash, clean and disinfect urinals and toilet bowls	As necessary**	"Comply"
	Empty and wash waste bins	As necessary**	"Comply"
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week	"Comply"
	Disinfect floors, pantry sink and pantry cabinets	Once a week	"Comply"
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**	"Comply"
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower room	Daily	"Comply"
	Clean and remove dusts from equipment, handrails and stairways	Daily	"Comply"

RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week	"Comply"
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily	"Comply"
	Water outdoor plants	Twice Daily	"Comply"
	Trimming of plants	Twice a month or as necessary	"Comply"
DBM ARCACHE BUILDING	Machine scrub and buff hard floors	Once a week	"Comply"
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/handrails; clean glass walls/partitions	Once a week	"Comply"
	Machine scrub and buff hard floors	Once a week	"Comply"
	Remove cobweb (ceiling, lighting fixtures, etc)	Once a month	"Comply"
	Wash walls with dirt and stain mark	Once a month	"Comply"
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month	"Comply"
	Dust Mop/Spot Mop/Buff the floors;	As necessary**	"Comply"

Note:

*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.

III. 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.

Washroom and Toilets Areas

"Comply"

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

IV. The duties of the assigned Janitorial Supervisor shall include but not limited to the following: "Comply"

1. Makes rounds to check his/her subordinates, provides special cleaning instructions and/or assignments, and ascertain compliance with directives; "Comply"
2. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinates of corrections necessary; "Comply"
3. Determines materials, supplies needed and timely informs the Head of the General Services Division, Administrative Service of the requirement; "Comply"
4. Trains subordinate on proper cleaning methods, use of equipment, safety practices and work regulations; "Comply"
5. As the case may be, shall act and make decisions in behalf of and for the account of the Contractor on matters arising from questions or complaints raised by the bureaus/service/offices or by the service personnel themselves. "Comply"

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Section IV. General Conditions of Contract

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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 signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE 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. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

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 HoPE 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. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

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. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) 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: Sixty-five percent (65%) 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.

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 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 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. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 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 one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total 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 may rescind or terminate 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 the Supplier's 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 Supplier 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 Supplier. 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 HoPE 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 HoPE 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 HoPE 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 HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time 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 HoPE 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 HoPE 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 HoPE; 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

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 National Expenditure Program and Multi-year Contractual Authority No. MYCA-BMB-C-190000035 in the amount of Thirty Three Million Pesos (P33,000,000.00).</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)8657-3300 loc. 3117</p> <p style="padding-left: 40px;">Contact Person: Mr. David Mateo OIC-Chief Administrative Service-General Services Division (AS-GSD)</p> <p>The Supplier's address for Notices is:</p>
6.2	<p>The DBM has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period through a written notice to the Contractor.</p> <p>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 for the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.</p> <p>The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.</p>
9.0	All bid prices are considered fixed prices, and are not subject to price escalation during the whole contract period, except for the following:

	<ul style="list-style-type: none"> (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.
10.3	<p>Payment shall be made not later than 15 calendar days upon complete submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> a. DTRs of all janitors duly signed by the AS Director or his/her duly authorized representative; b. Proof of previous months' remittances to the SSS, PhilHealth, and Pag-IBIG, together with transmittal sheet stamped received by the foregoing, certified true copy of a duly accomplished previous months payroll sheet, as well as such other relevant documents as may be required by the DBM; and c. Invoice of billing or statement of account for the period covered. <p>Thereafter, payment shall be made upon certification by the AS Director that the services rendered by the Contractor in accordance with the terms and conditions of the Contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	<p>The Contractor shall maintain a satisfactory lever of performance throughout the Contract period based on the following set of performance criteria:</p> <ul style="list-style-type: none"> a. Quality of work delivered; b. Time management; c. Management and suitability of personnel; d. Contract administration and management; e. Provision of regular progress report; f. Attentiveness to details; and g. Compliance with DBM instructions and policies. <p>The DBM-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 the 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</p>

	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 December 22, 2004.
16.1	Not applicable.
19	No further instructions.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



STERLING INSURANCE COMPANY INCORPORATED

6/F Zeta II Annex Bldg. 191 Salcedo St., Legaspi Village,
Brgy. San Lorenzo, Makati City
VAT Reg. TIN No.: 001-009-467-000

OFFICIAL RECEIPT

HO N^o 1365951

JANUARY 07, 2020

Received from FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES CORP.

Address _____

TIN _____ Bus. Style ONE HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED FORTY & 15/100 ONLY

The sum of PESOS 123,540.35 (P 123,540.35) in payment of Policy / Bond no. 5(13)-A 19009

Premium	98,267.96
Documentary Stamps	12,283.50
E-VAT	11,792.16
Fire Service Tax	
Local Gov't Tax	196.53
Notarial Fee	250.00
Reinsurance Account	500.00
Miscellaneous	250.00
Total Sales (VAT Inclusive)	
Less: VAT	
Amount: Net VAT	
Add: VAT	
Less: Withholding Tax	
Total Amount Due	
VATable Sale	
VAT -Exempt Sale	
VAT Zero Rated Sale	
Total Sales	
12% VAT	
Total Amount	123,540.35

PAID BY:
Cash _____
Check _____
Money Order No. _____

STERLING INSURANCE COMPANY INC.

[Signature]
CASHIER

Not valid unless signed by cashier
If payment is by check or other negotiable instrument, this receipt is valid only when such check or negotiable instrument is promptly honored in first presentation for payment.
Not to be issued for Non- VAT, exempt sales of goods, properties or services. If issued, sales shall be subjected to VAT.
5000 Bkts. (50x5) 1125001- 1375000
BIR ATP No.: OCN 110002044803
Date of ATP: 06-26-2019 • Expiry Date: 06-25-2024
Printed By: DETERO, S. S. Natividad
505 Yakal St., Comembo, Makati City
VAT Reg. TIN: 105-361-014-000 • Tel. No.: 369-9711
Printer's Accreditation No.: 050MP2018000000013
Date of Accreditation: 11/09/2018
THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE(5) YEARS FROM THE DATE OF ATP



STERLING INSURANCE COMPANY, INC.

6/F Zeta II Annex Bldg., 191 Salcedo Street, Legaspi Village, Makati City
Trunk Lines: 759-2920 / 759-2921 / 759-3082 / 892-3792 / 893-0025 / 893-0026
Fax Nos. 892-3794 / 759-2886 / 759-2399 TIN: 001-009-467

Premium	:	_____
Doc. Stamps	:	_____
EVAT	:	_____
LGT	:	_____
Misc.	:	_____
Total	:	_____
		=====

G(13)-A No 19009

PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184)

KNOW ALL MEN BY THESE PRESENTS:

That we FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES CORP. of No. 4-B West Road, Brgy. Bagong Upanan ng Crame, Quezon City, as Principal and **STERLING INSURANCE COMPANY, INC.** a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto DEPARTMENT OF BUDGET AND MANAGEMENT, as procuring entity/Obligee, in the sum of PESOS: NINE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED NINETY FIVE & 73/100 PESOS ONLY (Php 9,826,795.73), 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-bounden Principal entered into a contract with the Obligee for the:

JANITORIAL MANPOWER SERVICES FOR DEPARTMENT OF BUDGET AND MANAGEMENT FOR THE PERIOD OF 2 YEARS.

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the Principal under the contract within the period of MARCH 01, 2020 TO FEBRUARY 28, 2022 as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184 and an additional one year (1) coverage from the date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the Implementing Rules and Regulations (IRR) of R.A. 9184.

This bond is callable on demand. The liability of the Surety Company shall in no case exceed the sum of NINE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED NINETY FIVE & 73/100 PESOS ONLY (Php 9,826,795.73)

Currency. In case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said contract, R.A. No. 9184 and its Implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 07TH day of JANUARY, 2020 at CITY OF MANILA

OIC BOND NO. _____

SICI BOND NO. G(13)-A19009

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)SS.

BEFORE ME, a notary Public for and in MANILA, on this 07TH day
of JANUARY, 2020, personally appeared: MR. ALEX RAOUL S. VILLANO
with Community Tax Certificate No. _____ issued at _____
on _____, 20____, and that of the Corporation he represents; No. _____
issued at _____ on _____, 20____, and
MR. GREGORIO A. RIVO, JR. with Community Tax Certificate No. TIN #148-443-411-000
issued at _____ on _____, 20____ representing
STERLING INSURANCE COMPANY INCORPORATED, with Community Tax Certificate No. 555 # 03-1600200-5
issued at Makati City, on _____, 20____, and executed the foregoing instrument,
which they confirmed and ratified, declaring the same to be their free and voluntary act and deed.

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

Doc No. 091
Page No. 019
Book No. 1111
Series of 20 20

ATTY. VICENTE C. CRUZ
ADM. MATTER NO. NP-032
NOTARY PUBLIC FOR QUEZON CITY
NOTARY PUBLIC
UNITED, DECEMBER 31, 2021
Rm. 204 ACEB BLDG., 187 MALABAS S
CENTRAL, DALAMAN, 1100 QUEZON CITY
PH. NO. 8999389 (1-2-20) Q.C.
TOLL NO. 89912 (1-10-20)
123 2124 2125 2126 2127 2128 2129 2130 2131 2132

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)SS.

Mr/Ms. MR. GREGORIO A. RIVO, JR. - ASSISTANT VICE PRESIDENT of **STERLING INSURANCE COMPANY**
INCORPORATED of Makati City, having been duly sworn, state and depose that the **STERLING INSURANCE COMPANY**
INCORPORATED is actually worth the amount specified in the foregoing undertaking to wit:
NINE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED NINETY FIVE & 73/100 PESOS ONLY
(P 9,826,795.73), Philippine Currency, over and
above all just debt, obligations and property exempt from execution.

STERLING INSURANCE COMPANY INCORPORATED
TIN: 001-009-467

By: Gregorio A. Rivo, Jr.
Ass. Vice President

SUBSCRIBED and SWORN to before me this 07TH day of JANUARY, 2020 ;



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



CERTIFICATION

This is to certify that **STERLING INSURANCE COMPANY, INC.** is licensed to transact non-life insurance business in the Philippines for **FIRE, MARINE, CASUALTY and SURETY** lines under **Certificate of Authority No. 2019/50-R** effective **01 January, 2019** until **31 December, 2021**, unless sooner revoked or suspended for cause.

It is certified, moreover, that **Sterling Insurance Company, Inc.** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued **PERFORMANCE BOND (SURETY BOND)** with **BOND NO. G(13)-A19009** which is callable upon demand together with the principal **FRONT RUNNER PROPERTY MAINTENANCE AND GENERAL SERVICES CORP** in favor of the obligee **DEPARTMENT OF BUDGET AND MANAGEMENT** in the amount of **NINE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED NINETY FIVE PESOS & 73/100 ONLY (Php 9,826,795.73)** for the project: **JANITORIAL MANPOWER SERVICES FOR DEPARTMENT OF BUDGET AND MANAGEMENT FOR THE PERIOD OF 2 YEARS**. Certified photocopy of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **Atty. Dave John T. Hernandez**, AVP/Head-Legal & Surety of Sterling Insurance Company Inc., pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

Issued this 14th day of January, 2020.

City of Manila, Philippines.

For the Insurance Commissioner:

JONALYN A. OQUIAS

IC Senior Insurance Specialist
In-Charge of Office of Suretyship Unit
Office of the Insurance Commissioner
Paid under O.R. No. 0264918 A

IC-LRE-DP-001-F-15
Rev. 1

/tas



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

ITO AY PATUNAY na ang
(This is to certify that)

STERLING INSURANCE COMPANY, INC.
NG LUNGSOD NG MAKATI, PILIPINAS

na isang
it:

pang **DI-BUHAY**
NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

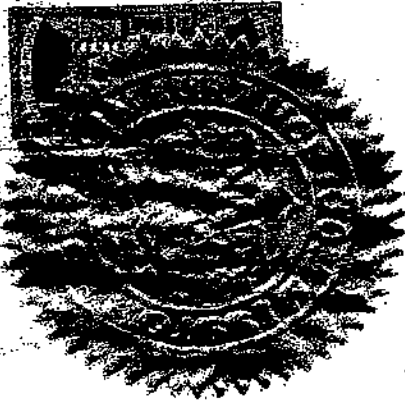
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to with insurance companies, and it is hereby granted

nitong **KATIHAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegoayo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatingsabi, ng ikatatlumpu't isang
the class of insurable business enumerated set forth with twelve o'clock midnight on the thirty-first

araw ng Disyembre, taong dalawang libo't dalwampu't-isa
day of December 2021

maliban kung agad na bawin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
In WITNESS WHEREOF, I have hereunto subscribed my name.

at ikinintal ang Opiyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed.

sa Lungsod ng Maynila, Pilipinas, ito ay may bisa
in the City of Manila, Philippines. This becomes.

simula ika-isa ng Enero 2019.
effective on 1 January 2019.

DENNIS B. FUNA
Insurance Commissioner

*AO No. 360 issued on
July 1, 1981

Date Issued: _____