



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MIMAROPA REGIONAL OFFICE

NOTICE OF AWARD

February 27, 2024

MR. RUSTY V. SANTIAGO

Marketing Head
J/A Cleanwell Maintenance Services Inc.
Room 412 PSMBFI Bldg., Santolan Rd.
Cor. 1st & 2nd West Crame, San Juan City

Dear **Mr. Santiago**:

This is to inform you that the contract for the **Provision of Janitorial Manpower Services, including Cleaning Supplies and Materials, for the period March 1 to December 31, 2024** with reference to RFQ No. 2024-003 is hereby awarded to your company in the amount of **Five Hundred Eight Thousand Sixteen and 80/100 Pesos (P508,016.80)**.

If you agree with the award, please sign below and return the signed Notice to our office as soon as possible.

Thank you for your participation in the procurement process.

Very truly yours,

Digitally signed
by Sanchez
Ricky Lee

RICKY L. SANCHEZ, CESO III

Director IV
(Head of Procuring Entity)

CONFORME:

Authorized Representative

Date: 02/07/2024

DBM MIMAROPA Regional Office, 2nd Floor CSP Building, 815 Quezon Avenue, Brgy. Sta. Cruz, Quezon City
Tel No. (02) 8374-7839 | Telefax No. (02) 374-7269 | eMail: dbm_ro4b@dbm.gov.ph | www.dbm.gov.ph

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is made and entered into by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT MIMAROPA REGIONAL OFFICE**, a government agency with office address at **2nd Floor CSP Bldg., 815 Quezon Avenue, Brgy. Sta. Cruz, Quezon City**, represented by **DIRECTOR RICKY L. SANCHEZ**, hereinafter referred to as the "**CLIENT**"; and

J/A CLEANWELL MAINTENANCE SERVICE, INC., a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Room 412 PSMBFI Bldg., Santolan Road, Corner 1st and 2nd West Crame, San Juan City represented in this Contract by its General Manager, **MR. ERNESTO B. MACABATA JR.**, hereinafter referred to as the "**AGENCY**".

WITNESSETH

WHEREAS, the **CLIENT** needs a contractor to provide janitorial services for its office at the above address;

WHEREAS, the **CLIENT**, in compliance with the provisions of the Government Procurement Act (RA 9184) and its Implementing Rules and Regulations (IRR), contracted the services of herein **AGENCY**;

WHEREAS, the **CLIENT** has expressed its desire to accept and hereby agree to avail of the janitorial services and supplies and materials offered by the **AGENCY**, subject to the terms and conditions hereinafter provided;

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

A. PERFORMANCE BY THE AGENCY

1. The **AGENCY** shall provide the **CLIENT** with:

- a) Two (2) janitorial attendants in good health and moral character, who shall render janitorial services at the abovementioned address of the **CLIENT**; and
- b) Said janitorial attendants shall render janitorial services, in uniform, for eight (8) hours a day and six (6) days a week from Monday to Saturday, as follows:

Weekdays

7:00 a.m. to 4:00 p.m.- Janitorial attendant 1
8:00 a.m. to 5:00 p.m.- Janitorial attendant 2

Saturdays

7:00 a.m. to 4:00 p.m.- Janitorial attendants 1 & 2

The schedule herein provided may be changed from time to time by the CLIENT depending upon the exigency of the service and urgent orders which mandate the adoption of different work schedules.

2. The services to be rendered by the **AGENCY** shall consist of the following:

I. Daily Routine Operations

- a. Sweeping, mopping, spot scrubbing, and polishing of all floors. Areas such as the main lobby, entranceway, waiting areas, and comfort rooms shall be serviced continuously during hours of use to maintain cleanliness;
- b. Cleaning, and sanitizing of toilets and restrooms with the use of effective disinfecting chemicals on the wash basins, urinals, and toilet bowls, and fogging of toilets and hallways with deodorants;
- c. Dusting and cleaning of horizontal and vertical surfaces including all furniture;
- d. Dusting, polishing, and cleaning of all glass tops, glass doors, glass partitions, inside windows, window ledges, air vents, partitions, and brass attachments which require daily attention;
- e. Emptying and cleaning waste paper containers, burns, and disposal of trash to the receptacles provided for this purpose;
- f. Sweeping of cobwebs and removing of finger marks on the walls and ceilings when necessary;
- g. Sweeping of sidewalks fronting the building;
- h. Vacuuming of floors;
- i. Checking of water faucets, water apparatus, lights and equipment and windows at the close of office hours; and

II. Weekly Periodic Operations

- a. Washing, scrubbing, waxing, and polishing of all floors;
- b. Washing of inside and outside glass windows, partitions, and doors
- c. Dusting of light fixtures suspended from the ceiling, Venetian blinds and drapes;

- d. Cleaning, waxing, and polishing office furniture, counters, and the like excluding items requiring specialized maintenance. Furniture such as sofas and chairs showing signs of soil due to any cause will be washed and cleaned;
- e. Removing of cobwebs including all walls and columns inside the building;
- f. Polishing of all metal signs;
- g. Vacuum cleaning of draperies;
- h. Cleaning of all fire escapes, air handling units; and
- i. Cleaning, applying wax, and polishing public areas such as lobby, entrance, and the like.

III. Monthly Periodic Operations

- a. General cleaning of all exterior glasses;
- b. Thorough general cleaning of all areas covered by this Contract;
- c. Cleaning of diffusers, lights, and other fixtures as may be required by the End User; and
- d. Shampooing of carpets and furniture as may be required by the End-User.

IV. Miscellaneous Services

- a. Hauling of office furniture and equipment within the premises;
- b. Logistical assistance during meetings and conferences;
- c. Report on fixtures and other building accessories needing repairs (i.e., leaking faucet);
- c. Assistance on maintenance and repair activities;
- d. The Agency shall provide Supplies and Materials as listed in the Request for Quotation No. 2024-003. Aside from the quantity, the **AGENCY** shall ensure the good quality of said supplies and materials. The **CLIENT** reserves the right to reject any supplies and materials that are not of good quality and withhold payment for such goods; and
- e. Provision of other related services as may be so required from time to time.

3. The **AGENCY** shall exercise discipline, supervision, control, and administration over its janitorial attendants in accordance with the law, pertinent government rules and regulations as well as the rules and policies set forth by the **CLIENT** on the matter.

The Agency's supervisor shall physically supervise the deployed utility workers at least once a month at the Client's address.

4. The **AGENCY** shall guarantee for the loss or damage of the **CLIENT's** property unless it has been duly established after an investigation that said loss or damage did not result from the act, omission, negligence, or fault of the **AGENCY** or any of its janitorial attendants. Such loss, pilferage, breakage, or damage of the properties involved must be reported in writing to the **AGENCY** within five (5) working days from the occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **AGENCY** shall not in any way be made responsible.
5. The **AGENCY** shall comply with all existing labor laws, i.e., minimum wage, 13th month pay, service incentives leave pay, SSS/PAG-IBIG/PHILHEALTH premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly upon presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees in accordance with the law.

PERFORMANCE BY THE CLIENT

1. For and in consideration of the services to be rendered by the **AGENCY** to the **CLIENT**, the latter obligates itself to pay J/A Cleanwell Maintenance Services, Inc. in the total amount of **Five Hundred Eight Thousand Sixteen and 80/100 Pesos (Php 508,016.80)** covering the period March 1 to December 31, 2024. Monthly billing received shall be payable every tenth of the following month, provided, however, that the above amount represents payments to the **AGENCY** for the two (2) janitorial attendants computed at the rate of Fifty Thousand Eight Hundred One and 68/100 Pesos (Php 50,801.68) per month rendering eight (8) hours per day. It should be understood that the two (2) janitorial attendants represent body-count or man-count. Payments made by the **CLIENT** shall be inclusive of the VALUE ADDED TAX (VAT) and in accordance with government accounting and auditing rules and regulations.
2. The **CLIENT** undertakes to provide the janitorial personnel of the **AGENCY** with specific work areas and assignments to enable the **AGENCY** to fully and effectively perform its functions, duties, and responsibilities.
3. It must be understood that should the **CLIENT** require additional janitorial personnel depending on its needs and purpose, a written notice shall be made. The same shall be paid on a per-janitor basis. Provided, also that should the **CLIENT** require a decrease in the number of janitorial attendants, the corresponding adjustment in payment to the **AGENCY** shall also be effected.

C. WARRANTIES

The **AGENCY** hereby warrants that it has not given or promised to give money or gifts to any official or employee of the **CLIENT** to ensure the contract and that any violation of this warranty shall be sufficient basis to terminate this contract.

D. MISCELLANEOUS PROVISIONS

1. It is expressly understood that the **CLIENT** and **AGENCY** have entered into a contract subject to the following:
 - A. The bid price shall be fixed based on the actual services rendered and shall not be adjusted during the contract implementation except where there is an increase in the minimum wage pursuant to law or a new wage order issued after the date of bidding, increase in taxes and increase or decrease in the number of janitorial attendants;
 - B. Every end of each semester, an assessment or evaluation of the performance of the service provider based on a set of performance criteria shall be made and used as the basis for whether to continue with the contract or pre-terminate it.
 - C. It is expressly understood and agreed that the **AGENCY** is not an agent or employee of the **CLIENT** in all intents and purposes under contract with the **AGENCY**. Accordingly, the **CLIENT** shall not be responsible for any claims for personal injury or damage including death caused either to any of the janitors or any third person where such injury or death arises out or in the course of the lawful performance of said janitors.
 - D. The **CLIENT** reserves the right to pre-terminate the contract in case the **AGENCY** fails to fulfill any of the obligations set forth in this Agreement. In this case, the **CLIENT** will not in any way be liable to pay the **AGENCY** any amount representing the portion of the contract that has not been served due to termination including penalties. This is also without prejudice to filing appropriate case/s against the **AGENCY**.

E. EFFECTIVITY OF CONTRACT

1. This agreement shall be valid for a period of ten (10) months from March 1, 2024 to December 31, 2024. It may be renewed upon a written notice by the Client to the Agency not later than one (1) month before the expiration date of the Contract.
2. In case of termination, a fifteen (15) day notice shall be made by either party subject to the obligations incurred.

The **CLIENT** and the **AGENCY** hereby agree that any legal action arising from the operation of this contract shall be instituted before the jurisdiction of the Courts of Quezon City, Philippines.

MAR 01 2024

In witness Whereof, the parties have hereunto set their hands this ___ day of
_____, 2024 in Quezon City.

Digitally signed
by Sanchez
Ricky Lee

RICKY L. SANCHEZ, CESO III
Regional Director
Department of Budget and Management
MIMAROPA Regional Office

MR. ERNESTO B. MACABATA JR.
Owner, J/A Cleanwell Maintenance Service Inc.

ACKNOWLEDGEMENT

Republic of the Philippines) _____ City) S.S

QUEZON CITY

Before me a Notary Public for and in the above jurisdiction, personally appeared the following;

NAME

**GOVT. ISSUED I.D.
DATE/PLACE ISSUED**

DIR. RICKY L. SANCHEZ

MR. ERNESTO B. MACABATA JR.

Known to me to be the same persons who executed the foregoing instrument and acknowledge to me that they have their own free will and voluntary act and deed.

This instrument consists of six (6) pages including this page wherein this Acknowledgement is written, and is signed by the parties, and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2024
at _____, Philippines.

MAR 01 2024

QUEZON CITY

Doc. No. : _____
Page No. : _____
Book No. : _____
Series of : _____

ATTY. RUBEN LAZANES, JR.

NOTARY PUBLIC IN QUEZON CITY
VALID UNTIL DECEMBER 31, 2024

ADP NO.: NP-018 (2023-2024)

IBP NO.: 2023-001, 1823, Roll No.: 48427

PTR NO.: 2023-001, 1823, Roll No.: 48427
MCLE Compliance No. 01-031865 Valid Until 04-15-2025
Add.: 2A 2nd Floor 3rd Avenue, Bagong Lungsod ng Crame, Quezon City