



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGION V

NOTICE OF AWARD

02 JAN 2024

MR. ROMEO V. BOÑOL

President
A & B Multi Serv Corporation
2nd floor, #50 Crescini, Bldg., Triangulo, Naga City

Attention: Ms. Eden B. Añes
Operation Manager

Sir/Madam:

This is to inform you that per Resolution No. 2023-04, the Bids and Awards Committee (BAC) of the Department of Budget and Management, Regional Office No. V, has declared you as the bidder with Lowest Calculated and Responsive Bid (LCRB) for the **Procurement of Janitorial Services for DBM-ROV for the duration of Three (3) Years**. We hereby accept your bid and award the contract to you at a total Contract Price of SEVEN HUNDRED THIRTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN PESOS & 92/100 (P713,137.92) for the first year.

You are therefore required within ten (10) calendar days from receipt hereof to formally enter into contract with us, and signify your conformity with this Notice of Award, then return the same to this Office together with the required **Performance Security** in the form and the amount stipulated in Instructions to Bidders pursuant to Section 39 of the Revised IRR of RA 9184.

Your failure to enter into the said contract and to comply with the submission of the requirements on the indicated time shall constitute a sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


ANTONIO F. VILLANUEVA, JR.
Acting Director IV

Conforme:


Russell B. Bernal

(Printed Name of Bidder/Representative & Signature)

02 JAN 2024

Date

Note: A similar Notice was posted at a conspicuous place at DBM-ROV Premises on 02 JAN 2024.

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT for Janitorial Services** made and executed this 15th of January, 2024 at the City of Legazpi, Philippines, by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, Regional Office No. V, a National Government Agency of the Republic of the Philippines, with office address at Regional Center Site, Rawis, Legazpi City, represented by **Director ANTONIO F. VILLANUEVA, JR.**, hereinafter referred to as the **CLIENT**;

-and-

A & B MULTI SERV CORPORATION, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with business address at 2nd floor, #50 Crescini, Bldg., Triangulo, Naga City, represented herein by **Mr. Romeo V. Boñol, President**, hereinafter referred to as the **SERVICE PROVIDER**;

WITNESSETH:

WHEREAS, the **CLIENT** finds a compelling need for janitorial services and desired to engage the services of the **SERVICE PROVIDER** for janitorial functions for the maintenance of its building and premises with a floor area of 1,000 sq. meters, more or less and ground area of 6,500 sq. meters, more or less, respectively, located at Regional Center Site, Rawis, Legazpi City.

WHEREAS, the **SERVICE PROVIDER**, a duly licensed and a DOLE Certified manpower agency, represents that it is willing and able to perform the required services;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and provisions hereafter set forth, the parties hereto have stipulated and do hereby mutually agree as follows:

1. Place and Location and Janitorial Personnel

The **SERVICE PROVIDER** shall provide **DBM ROV** at its premises located at the Bicol Regional Government Center, Rawis, Legazpi City, with four (4) reliable and professionally-trained janitors who shall each work eight (8) hours a day, six (6) days a week. It is agreed further that the number of janitors may be increased or decreased at the discretion of the **CLIENT** depending upon the need and in the exigency of the service.

The **JANITORIAL AGENCY** should have a physical office in Region 5-Bicol Region.

2. Scope of Service

Under the direction and supervision of **DBM ROVs** Chief Administrative Officer, or his/her designee, the **SERVICE PROVIDER** agrees to perform the following services:

A. Daily Routine Operation:

- Sweeping, mopping, spot scrubbing and polishing of all floor areas most often used, i.e., the lobby, stairs, waiting areas, shall be serviced continuously during office hours to guarantee cleanliness at all times.
- Cleaning and sanitizing of toilets, washrooms and kitchen tiles/sink with the use of contractors sanitizing and disinfecting agents for toilet bowls, urinals and wash basin.
- Dusting and cleaning of all horizontal and vertical surfaces of the office, chairs, tables, furniture, equipment, telephones and counters.

- Dusting and cleaning of all glass tops, glass windows, window ledges, doors, window grills, venetian blinds and partitions, which requires daily attention.
- Cleaning of trashcans and receptacles.
- Vacuum cleaning of rugs and carpets and upholstered furniture.
- Disposal of trash from the confines of the building for proper disposal.
- Watering of potted plants and cleaning it of all dry leaves
- Maintenance of landscaping and trimming and cultivation of plants to preserve the desired contour/shape.
- Report leaking pipes, clogged sinks/toilets and other defective items that needs immediate repair.
- Declogging of clogged drains, urinals, toilet bowls and washbasins.
- Cleaning and washing of office vehicles as the need arise.
- Run errands and performs other duties that may be assigned from time to time which are essential, necessary or related to the above functions.
- Responsible for providing services in the kitchen operations such as: Dishwashing of all kitchen wares used in food preparation; arranging all items used and maintain its good working condition; maintain over-all cleanliness, safety and sanitation of the whole kitchen area.

B. Weekly Periodic Operations

- Washing, scrubbing, waxing and polishing of all floors.
- Washing of inside glass windows and doors.
- Cleaning and waxing then polishing of office furniture and fixtures, counters, etc., items and equipment that requires specialized maintenance are not included. Dirty or soiled furniture shall be shampooed, washed and cleaned.
- Cleaning of ceiling and fixtures suspended therefrom and cleaning and washing of aircon surfaces and air filters and electric fans surfaces and blades.
- Washing of Venetian blinds.

C. Monthly Tasks:

- Thorough general cleaning of all areas covered in this proposal.
- Cleaning and inspection of gutter/window glasses, lights, doors and partitions for immediate repair by the Client.
- Replacement of glass sealant whenever necessary.

D. Quarterly Operations:

- Sweeping, stripping, rinsing, waxing and then polishing of all floors.
- Planting and replanting of decorative and other plants whenever necessary.
- Cleaning of light fixtures and replacement of it if necessary.

- E. The CONTRACTOR shall provide the necessary cleaning equipment such as floor polishers, carpet sweeper, vacuum cleaners, mops, lawnmower, grass cutter and other custodial equipment and biologically safe chemicals and supplies including but not limited to doormats (rubber and woven cloth), wax, furniture polish, deodorant cakes and air fresheners, and the like.

3. **Limitation of Scope**

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the janitorial functions, shall not be construed as an acceptance of accountability but a mere accommodation to the client. Any resulting loss or damage from such accommodation shall be the sole responsibility of the Client.

Rep. Jai

[Signature]

[Signature]

[Signature]

4. Qualification of personnel:

- a. Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- b. Physically and mentally fit not less than 21 of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B)
- c. Duly trained and skilled to function as janitorial personnel; and
- d. At least One (1) personnel should have a background in landscaping

5. Contractual Consideration

For and in consideration of the above services, DBM ROV shall during the term of the Contract, pay the Service Provider an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight (8) hours a day work, six (6) days a week (Monday to Saturday) in accordance with the attached Annex A (Cost Distribution per Wage Order No. RB-V-20).

In the event that the minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the Contract, the new rate shall be adjusted to conform with the law and shall be subjected to a negotiation agreeable to both parties.

6. Review/Audit of Bills

The DBM ROV shall be given 15 days to review/audit the Service Provider's invoice, within which time DBM ROV may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case, DBM ROV shall have 15 days from receipt of the corrected invoice within which to settle the same.

7. Billing Requirements

The Service Provider shall supports its billings with DBM ROV approved daily time records as proof of services rendered to the client. Should DBM ROV subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request.

8. Amounts Earmarked and Held in Trust

The DBM ROV understands that by virtue of Philippine Laws, DO-18A and the Service Provider acting for the Client as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. DBM ROV shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to DBM ROVs fault or negligence.

9. Supervision and Control

The Service Provider shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by DBM ROV on the matter.

The Service Provider is the direct employer of the personnel assigned to DBM ROV. Parties acknowledge that employer-employee relationship exists between the SERVICE PROVIDER and the personnel.

10. Replacement of Personnel

The DBM ROV may have a personnel changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by DBM ROV, with prior presentation to the DBM ROV of the personnel Bio-Data; Medical certificate and Drug Test and Neuro-Psychiatric Results; and Barangay, Police and NBI Clearances of the prospective personnel for DBM ROVs concurrence and approval.

11. Surety Bond

The Service Provider shall furnish DBM ROV a good and sufficient Surety Bond from a reputable Bonding Company acceptable to the Client, in the amount equivalent to ten (10%) percent of the Total Contract Price, for FOUR (4) personnel to guarantee the full and faithful performance of works in accordance with the terms and effects of this Contract and to answer for any claims, whatsoever of the client or which may be made against the Client by any third party or parties for any loss or damage which may be incurred by reason of the operation of the Contract. However, if the claim of the Client is more than the amount of the posted surety bond, the Service Provider is answerable to the Client for the excess amount.

12. Term of Contract

The period of services shall take effect on January 15, 2024 and shall continue until December 31, 2024 and maybe renewed thereafter upon mutual agreement of the parties. Provided that in the absence of a formal renewal, same is deemed to remain in force on a month-to-month basis, subject to the termination upon thirty (30) days prior written notice by one party to the other. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

13. General Provisions

- a) The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the DBM ROVs premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that DBM ROV shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. DBM ROV shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or force majeure.
- b) DBM ROV shall prescribe the time and schedule of duties of the Service Provider's. The Service Provider's personnel and the latter are prohibited to stay overnight at the Client's building unless authorized. The respective areas of assignment of the personnel shall be determined by the Client, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- c) The Service Provider shall maintain its good standing and remain a competent Janitorial Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations

repeal



required for all Janitorial Services agencies. If DBM ROV has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor, DBM ROV may then notify the Service Provider accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the Client, the Client shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the Client may institute for damages he has suffered thereby.

- d) DBM ROV shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at the Client's premises during their tour of duty, including death resulting therefrom, it being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.
- e) The Service Provider shall agree to subject its personnel assigned to DBM ROV to security check by authorized security men when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the Client, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the Client.
- f) No modification shall be made to the Contract between the parties, except in writing signed by the DBM ROV and the Service Provider.
- g) The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the Client.
- h) In case of litigation arising from or in connection with the Contract, venue of action shall be in the Regional Trial Court of Legazpi City and the amount equivalent to 25% of the amount claimed shall be due and demandable as Attorney's fee.

14. Confidentiality Clause

The Janitors provided by the JANITORIAL AGENCY shall at all times maintain the confidentiality of all documents and information of the CLIENT and not disclose to any third party all Confidential Information received from and entrusted by the CLIENT. The Janitors shall be prohibited from using the Confidential Information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligations as Janitors.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Contract on the date and place first mentioned above.

**DEPARTMENT OF BUDGET
AND MANAGEMENT -ROV**

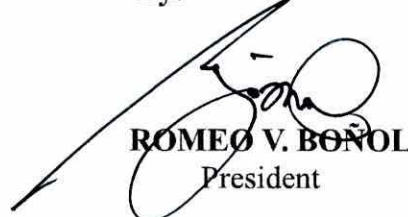
By:



ANTONIO E. VILLANUEVA, JR.
Acting Director IV

A & B MULTI SERV CORPORATION

By:



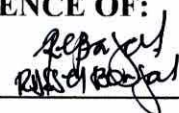
ROMEO V. BONOL
President

SIGNED IN THE PRESENCE OF:



LEIZEL Q. SAPAULA

Acting Chief Administrative Officer



ACKNOWLEDGEMENT

BEFORE ME, the undersigned Notary Public personally appeared:

Director ANTONIO F. VILLANUEVA, JR., with DBM I.D. No. 1436, and ROMEO V. BOÑOL, with Pre ID 0002550 issued at manila on 01-03-1995, known to me to be the same persons who executed and signed the foregoing CONTRACT AGREEMENT and acknowledged to me that same are their own free act and deed and the parties they represented.

This instrument consists of six (6) pages including this page signed by the contracting parties and their witnesses on the left margin of the other page and all sealed with my notarial seal.

WITNESS MY HAND AND SEAL this JAN 15 2024 2024, in Legazpi City, Albay, Philippines.

Doc. No. 60
Page No. 13
Book No. 100
Series of 2024

AMORE REX B. RAÑESES
Notary Public for Legazpi City & Province of Albay
Commission No. NP-2012-06
Issued on January 8, 2024 valid until December 31, 2025
Roll of Attorney No. 60819
IBP No. 3788 / 4/12/28/2023, Legazpi City
PTR No. 637754 / January 3, 2024, Legazpi City
MCLC Comp. No. VII-0005562
Issued on December 3, 2021. Valid until April 14, 2025
2nd Flr., Rm. 210 Pvlc Bldg. II Peñaranda St., Legazpi City
Contact Nos.: 09179022706
Email Add: amorerexranezes@yahoo.com

Legazpi

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGION V

NOTICE TO PROCEED

15 JAN 2024

MR. ROMEO V. BOÑOL

President
A & B Multi Serv Corporation
2nd floor, #50 Crescini, Bldg., Triangulo, Naga City

Dear President Boñol:


Since the attached **Contract Agreement** with you for **the Procurement of Janitorial Services for DBM-ROV for the duration of Three (3) Years** has been approved, we hereby instruct you to proceed, effective upon the date of your receipt of this Notice, with the implementation of the provisions of the Contract, in accordance with the terms of the Contract Agreement, including the Conditions of the Contract and Specifications.

Please acknowledge receipt and acceptance of this Notice by signing both copies hereof in the space provided below. Keep one copy and return the other to us.

Very truly yours,


ANTONIO F. VILLANUEVA, JR.
Acting Director IV

I acknowledge receipt of this Notice on: 15 JAN 2024
(Date)


Name and Signature of Bidder/
Authorized Representative of the Bidder