

## CONTRACT AGREEMENT

THIS AGREEMENT made the 29<sup>th</sup> day of December 2023 between **Department of Budget and Management Regional Office VIII** of the Philippines (hereinafter called "the Entity") of the one part and **Vision Janitorial and Allied Services Inc. of Tacloban City, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Delivery of Janitorial Services** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Six Hundred Four Thousand Seven Hundred Sixty-Eight Pesos and 68/100 (P604,768.68) Only** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees**



**that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Six Hundred Four Thousand Seven Hundred Sixty-Eight Pesos and 68/100 (P604,768.68) Only** or such other sums as may be ascertained, **Vision Janitorial and Allied Services Inc.** agrees to provide **Janitorial Services** in accordance with his/her/its Bid.
4. The **Department of Budget and Management Regional Office VIII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**IMELDA C. LACERAS**

*for:*

Department of Budget and Management  
Regional Office VIII

  
**MARIA LUISA G. VALUIS**

*for:*

Vision Janitorial and Allied  
Services Inc.

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF LEYTE ) S.S  
TACLOBAN CITY )

### ACKNOWLEDGMENT

BEFORE ME, this DEC 29 2023 day of \_\_\_\_\_ 2023, at \_\_\_\_\_  
personally appeared:

### PROOF OF IDENTITY

IMELDA C. LACERAS

OSCA I.D No. 3617864

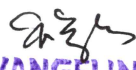
MARIA LUISA G. VALUIS

UMID No. CRN 0006-1389915-8

Known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/ office they represent.

IN WITNESS WHEREOF, I have hereto set my hand and affix my notarial seal on the date and at the place first above written.

Doc. No. 12  
Page No. 4  
Book No. C  
Series of 2023

  
**ATTY. EVANGELINE L. ESPERAS**  
Notary Public  
NC No. 2023-01-63/Until Dec. 31, 2024  
3rd Flr., Esperas Bldg., Real St., Tacloban City  
Roll of Notaries No. 35425  
IBP (Lifetime) No. 00467/Leyte Chapter  
PTR No. 02251531-4-2023/Tacloban City

**VISION JANITORIAL and ALLIED SERVICES INC.**

☎+63 053 832-4126

483 Ruby St., Sandy Lane Subd.,  
Marasbaras Tacloban City LEYTE  
Philippines  
email:visionmain@yahoo.com

VJASI-

December 27, 2023

**SCHEDULE OF REQUIREMENTS**

**Delivery of Janitorial Services (Competitive Public Bidding No. 2023-03)**  
**Department of Budget and Management (DBM)**  
**Regional Office No. VIII**  
**Villa Ruiz Subdivision, Marasbaras, 6500 Tacloban City**

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

LOT NUMBER	DESCRIPTION	QUANTITY	TOTAL	DELIVERED WEEKS/MONTHS
1	Male and Female Janitors pre-approved by the Procuring Entity	Three Janitors: One (1) Female and Two (2) Male Janitors on an Eight (8)-Hour duty from Mondays to Saturdays	7,881.60 man-hours (328.40 days x 8 hours x 3 Janitors)	From January 01, 2024  to December 31, 2024
	<b><u>Post</u></b>	<b><u>Janitor No./Daily Schedule</u></b>	<b><u>Remarks</u></b>	
		<b>1</b>		
	Technical Area	6:00 AM – 4:00 PM	Male Janitor	
	Male CR – 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, DBM Ground, COA Office	8:00 AM – 9:00 AM 12:00 NN– 1:00PM	Break	
		<b>2</b>		
	FAD Area, Lobby-Ground Floor, DBM ground, Female CR-Ground Floor, Conference Room	7:00 AM – 5:00PM	Male Janitor	
		9:00 AM – 10:00AM 12:00NN – 1:00PM	Break	
		<b>3</b>		
	RD's Office and Dormitory, Female CR 2 <sup>nd</sup> Floor, Lobby and Terrace 2 <sup>nd</sup> Floor	8:00AM – 5:00PM	Female Janitor	
		12:00NN – 1:00PM	Break	
	The three (3) Janitors are required to conduct General Cleaning of the Multi-Purpose Hall (GAD Center and Dormitory) every Saturday.			

  
**MARIA LUISA G. VALUIS**  
General Manager



VJASI -

December 27, 2023

**TECHNICAL SPECIFICATIONS**

Item	Specifications	Statement of Compliance
<b>Lot 1</b>	<p><b>Delivery of Janitorial Services</b></p> <p><b>I. Scope of Work</b></p> <p>Provision of Janitorial Services tools and appropriate equipment for the optimum cleanliness, orderly condition and maintenance of the entire DBM Office building, its premises, pantries, toilets, dorm and surrounding areas at all times.</p> <p>Perform messengerial services to include but not limited to delivering and posting communications and documents.</p> <p><b>II. Personnel Requirements:</b></p> <p>The Janitors to be deployed to the PE should have the following minimum qualifications:</p> <ol style="list-style-type: none"> <li>One (1) female janitor of at least college level to be assigned at the Office of the Regional Director; and two (2) male janitors of at least High School graduate.</li> <li>Should have work experience related to janitorial and messengerial work;</li> <li>Physically and mentally fit (supported with a Health Certificate from the City Health Office issued within the pre-approved period); and</li> <li>Good moral character (should be supported with Barangay and Police Clearances issued within six (6) months).</li> </ol> <p><b>III. Equipment Requirements</b></p> <p>Floor polish, vacuum cleaner, grass cutter and other cleaning tools which the PE may require on a periodic basis.</p> <p><b>IV. Other Requirements</b></p> <ol style="list-style-type: none"> <li>Any change of personnel to be assigned shall require clearance from the Chief Administrative Officer (CAO) of DBM and shall automatically</li> </ol>	<p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p> <p><b>COMPLY</b></p>



	require submission of qualification papers as required in the Special Conditions of the Contract at least three (3) working days before its effectivity;	<b>COMPLY</b>
	2. Provide the total number of janitors required every day and shall be able to send an alternate janitor/reliever immediately with equal qualification requirement in case a regular janitor is absent;	<b>COMPLY</b>
	3. Have the janitors changed or replaced upon request of the PE for justifiable reasons.	<b>COMPLY</b>
	4. The supplier shall maintain at least satisfactory level of performance throughout the term of the contract, based on the prescribed set of performance criteria, to wit:	
	a. quality of service delivered;	<b>COMPLY</b>
	b. time management and initiative;	<b>COMPLY</b>
	c. attitude and professional ethics; and	<b>COMPLY</b>
	d. punctuality and attendance.	<b>COMPLY</b>

  
**MARIA LUISA G. VALUIS**  
 General Manager

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment


2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests



The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in 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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.



## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.


## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Q. Q. S-





## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

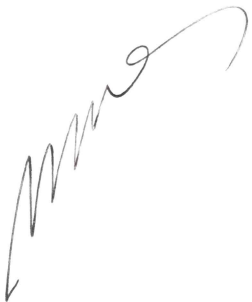
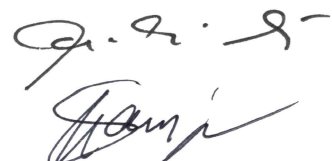
However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p><b>Delivery of Janitorial Services</b></p> <p>1. Delivery of the Janitorial Services shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements and Technical Specifications. Within three (3) calendar days from receipt of Letter/Notice declaring Early Procurement Activity (EPA) Lowest Calculated and Responsive Bid (LCRB), the Supplier shall present the following documents of the proposed janitors for the pre-approval by the Procuring Entity:</p> <p><b>For Janitors:</b></p> <ul style="list-style-type: none"> <li>a. Curriculum Vitae/Bio-data with pictures taken within the last six months of proposed Janitors to be detailed in the Procuring Entity;</li> <li>b. Health Certificate issued by any government hospital or any government facility authorized to issue the same within the pre-approval period or ten (10) calendar days from receipt of Letter/Notice declaring EPA LCRB;</li> <li>c. Philippine National Police (PNP) Clearance issued within six (6) months; and</li> <li>d. Valid National Bureau of Investigation (NBI) Clearance.</li> </ul> <p>2. Within two (2) calendar days after the submission of the above-mentioned documents, the PE shall inform the approved names of Janitors to be assigned in the PE and shall have a personal appearance with the PE escorted by the authorized Officer of the Supplier.</p> <p>3. The PE's representative for this pre-approval activity is MR. EMILIO M. ALBOS III, Chief Admin Officer &amp; Chief Security Officer.</p> <p>4. Replacement of new janitors:</p> <p>The current set of two (2) male janitors shall be replaced with a new set in case a new supplier is awarded the Contract, while the female janitor shall be retained.</p> <p>However, in case the current janitorial agency is awarded the contract, the existing two (2) male janitors may be retained subject to final evaluation on their performance by the DBM personnel and upon the request of the Head of the Procuring Entity. The female janitor shall be retained subject to final</p>




	<p>evaluation on her performance by the DBM personnel and upon the request of the Head of the Procuring Entity.</p> <p>At any time during the Contract implementation, any janitor/s may be replaced immediately upon request of the Head of the Procuring Entity or her authorized representative.</p>
2.2	<p>Starting February 2024 billing of the supplier, payment shall be made only by the Procuring Entity upon submission of the prior month's proof of payment to the concerned janitors which shall be every 15th and 30th day of the month and proof of remittances to PhilHealth, Social Security System (SSS) and Home Development Mutual Fund (HDMF).</p> <p>Overtime work rendered by janitors during special occasion such as meetings, special events and other analogous activities or any day where their services are required shall be subject to prior authorization by the Chief Administrative Officer. It is understood that billing shall include Overtime payment, if any, for the particular month.</p>
4	<p>The PE shall conduct inspections and tests at any time during the contract to assess the Supplier's compliance to the Schedule of Requirements and Technical Specifications. Any adverse findings shall be a ground for termination of contract at the option of the PE.</p>
5	<p>The period for correction of defects in the warranty period is within the day the defect was reported by the PE to the Supplier.</p>



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGIONAL OFFICE VIII  
VILLA RUIZ, BARANGAY 77, MARASBARAS, TACLOBAN CITY

**BIDS AND AWARDS COMMITTEE**

**Supplemental/Bid Bulletin  
Delivery of Janitorial Services  
ADDENDUM NO. 2023-01  
December 15, 2023**



This Supplemental/Bid Bulletin No. 2023-01 is issued to clarify, modify or amend items in the Bid Documents. This shall form part of the Bid Documents.

**A. Section I. Invitation to Bid**

- The deadline of bid submission as well as the bid opening and evaluation are hereby amended as follows:

Original/From	Amended/To
<p>7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December 26, 2023, 9:30 AM, DBM Bundy Clock Time. Late bids shall not be accepted.</p> <p>xxx</p>	<p>7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December <b>27</b>, 2023, 9:30 AM, DBM Bundy Clock Time. Late bids shall not be accepted.</p> <p>xxx</p>
<p>9. Bid opening shall be on December 26, 2023, 10:00 AM, DBM Bundy Clock Time at the given address below and via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity virtually via Google Meet using the following link:</p> <p>xxx</p>	<p>9. Bid opening shall be on December <b>27</b>, 2023, 10:00 AM, DBM Bundy Clock Time at the given address below and via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity virtually via Google Meet using the following link:</p> <p>xxx</p>



**B. Section VI. Schedule of Requirements**

➤ Hereunder is the amended Schedule of Requirements:

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Male and Female Janitors pre-approved by the Procuring Entity	Three Janitors: One (1) Female and Two (2) Male Janitors on eight (8) hours duty from Mondays to Saturdays	7,881.60 man-hours (328.40 days x 8 hours x 3 janitors)	From January 1 to December 31, 2024.
	<u>Post</u>	<u>Janitor No. Daily Schedule</u>	<u>Remarks</u>	
		<b>1</b>		
	Technical Area, Male CR - 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, DBM ground, COA Office	6:00 AM – 4:00 PM	Male Janitor	
		8:00 AM – 9:00 AM 12:00 NN – 1:00 PM	} Break	
		<b>2</b>		
	FAD Area, Lobby-Ground Floor, DBM ground, Female CR-Ground Floor, Conference Room	7:00 AM – 5:00 PM	Male Janitor	
		9:00 AM – 10:00 AM 12:00 NN – 1:00 PM	} Break	
		<b>3</b>		
	RD's Office and Dormitory, Female CR 2 <sup>nd</sup> Floor, Lobby, Terrace 2 <sup>nd</sup> Floor	8:00 AM – 5:00 PM	Female Janitor	
		12:00 – 1:00 PM	Break	
	The three (3) Janitors are required to conduct General Cleaning of the Multi-Purpose Hall (GAD Center and Dormitory) every Saturday.			

For guidance and information of all concerned.

12/15/23  
**FLORITA M. LACDO-O**  
 BAC Chairperson