

**CONTRACT FOR THE
PROCUREMENT OF JANITORIAL SERVICES FOR PRO NCR AND
RIZAL GROUP FOR THREE (3) YEARS**

THIS CONTRACT made on the _____, 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its Executive Vice-President and Chief Operating Officer, **RAMON F. ARISTOZA, JR.**, (hereinafter called "**PHILHEALTH**").

-and-

LAGING QLEAN JANITORIAL SERVICES, INC., a corporation, organized and registered with the Securities and Exchange Commission under Company Registration No. 03990 issued on the 9th day of August 1996, and existing under the laws of the Republic of the Philippines, with business address at 626 G. Araneta Avenue, Quezon City, represented herein by its **OPERATIONS MANAGER, LAURIS A. SANCHEZ** (hereinafter called "**LAGING QLEAN**").

WITNESSETH, That-

WHEREAS, PHILHEALTH invited Bids for the **Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years (ITB No. JSN 2013-010-GS)** and has accepted a Bid by **LAGING QLEAN** for the supply of those goods and services in the sum of **TEN MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SEVEN PESOS AND NINETY CENTAVOS (PhP10,434,987.90) ONLY** for the first year, (hereinafter called "**the Contract Price**").

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, 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 shall be deemed to form and be read and construed as part of this Contract, viz.:
 - (a) the Financial Proposal submitted by **LAGING QLEAN (Annex "A")**;
 - (b) the Schedule of Requirements (**Annex "B"**);
 - (c) the Technical Specifications (**Annex "C"**);
 - (d) the General Conditions of Contract (**Annex "D"**);
 - (e) the Special Conditions of Contract (**Annex "E"**);
 - (f) the Bid Bulletin No. 01 (**Annex "F"**);
 - (g) the BAC-GS Resolution No. 146, s. 2013 (**Annex "G"**);
 - (h) the Notice of Award (**Annex "H"**); and
 - (i) the Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **LAGING QLEAN** as herein mentioned, **LAGING QLEAN** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract;
4. **PHILHEALTH** hereby covenants to pay **LAGING QLEAN** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.
6. **LAGING QLEAN** hereby covenants to deliver in favor of **PHILHEALTH** the goods/services based on **Annex "C"** of this Contract.
7. Completion of the delivery shall be undertaken by **LAGING QLEAN** as stated in Annex "B" (Schedule of Requirements) of this Contract.
8. **PHILHEALTH** shall pay the sum of **TEN MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SEVEN PESOS AND NINETY CENTAVOS (PhP10,434,987.90) ONLY** for the first year, the total contract price for the rendition of services to and acceptance by **PHILHEALTH**.

Laging Qlean shall submit the Statement or Billing of Account.

Payments for services rendered in accordance with this Contract shall be made by **PHILHEALTH** with Laging Qlean on a twice a month or monthly basis as the case may be subject to the withholding of any lawful charges and subject further to the presentation by Laging Qlean of a certification that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations. **PHILHEALTH** reserves the right to inspect the payroll of Laging Qlean in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of this Contract without prejudice to the liability of Laging Qlean.

The summary report of attendance of janitors shall be approved by the PRO NCR before payments are made to the janitors who shall then acknowledge that they have received the amount per contract. Claims for payment by Laging Qlean must be supported by a copy of a report, the certification from PRO NCR that the services have actually been rendered and a certification to that effect that all wages for the preceding month have been fully paid, including also that all remittances due to SSS, Pag-Ibig and PhilHealth have been paid. Laging Qlean is also required to submit RF-1 (PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. It is also required from Laging Qlean to include a certification that it has already paid its janitors for the period being claimed/paid.

9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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

PHILIPPINE HEALTH INSURANCE CORPORATION

By:

RAMON F. ARISTOZA, JR.
Executive Vice-President and Chief
Operating Officer

LAGING QLEAN JANITORIAL SERVICES, INC.

By:

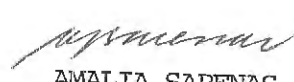
LAURIS A. SANCHEZ
Operations Manager

Signed in the presence of:

EDGAR JULIO S. ASUNCION
Senior Vice President for Legal Sector

MARGIE A. BAUTISTA
Witness for **LAGING QLEAN JANITORIAL SERVICES, INC.**


VP SHIRLEY B. DOMINGO, M.D.
VP, PRO NCR


AMALIA SARENAS

Witness for **LAGING QLEAN
JANITORIAL
SERVICES, INC.**


ATTY. HANNAH LORRAINE A. DALISAY
Division Chief, Comptrollership Department

CAF # 2014-03-34 OOR

ACKNOWLEDGEMENT


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

APR 10 2014

BEFORE ME, this ____ day of _____ 2014, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

RAMON F. ARISTOZA, JR.
Philippine Health Insurance Corporation

LAURIS A. SANCHEZ
Laging Qlean Janitorial Services, Inc.

SSS ID No. 03-5853047-1; Q.C.

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of _____ (____) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 1652
Page No. 331
Book No. IV
Series of 2014


TELESFORO T. BARBADILLO, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
PTR NO. 9079516; QC; 01/06/14
IBP NO. 925723; QC; 01/06/14
MCLE COMPLIANCE NO. IV-0013896; 03/27/13
COMMISSION NO. 120
TIN NO. 141-266-423

Bid Form

Date: October 28, 2013Invitation to Bid No.: JSN 2013-010-CS

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers ¹[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform Janitorial Services for PRO NCR and Rizal Group for Three (3) Years in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
TOTAL (In Words)	Using the attached	Using the attached
TEN MILLION FOUR HUNDRED THIRTY FOUR	Form (i.e., pages	Form (i.e., pages
THOUSAND NINE HUNDRED EIGHTY SEVEN	48-53)	53-54)
PESOS AND NINETY ⁸ / ₁₀₀ CENTAVOS ONLY	Please see attached	Please see attached ₱10,434,987.90

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 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.

Dated this 28th day of October, 2013.

LAURIS A. SANCHEZ
[signature]

Operations Manager
[in the capacity of]

Duly authorized to sign Bid for and on behalf of LAGING CLEAN JANITORIAL SERVICES, INC.

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BAC Central Office

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Section VI. Schedule of Requirements

One (1) Supervisor (to be stationed at PhRO NCR)	6:00 AM - 3:00 PM
Four (4) Janitorial Personnel	PRO NCR 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Eight (8) Janitorial Personnel	NCR Central Branch Office 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Two (2) Janitorial Personnel	LHIO - Quezon City 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Three (3) Janitorial Personnel	Service Office Cainta 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Three (3) Janitorial Personnel	LHIO - Fairview 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Seven (7) Janitorial Personnel	NCR North Branch 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Two (2) Janitorial Personnel	LHIO - Manila 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Three (3) Janitorial Personnel	LHIO - Caloocan 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Four (4) Janitorial Personnel	LHIO - Mandaluyong City 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Two (2) Janitorial Personnel	POEA 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM
Three (3) Janitorial Personnel	NCR South Branch 6:00 AM - 3:00 PM 10:00 AM - 7:00 PM

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LAURIS A. SANCHEZ
Operations Manager
LAGING QLEAM JANITORIAL SERVICEW, INC

Two (2) Janitorial Personnel	LHIO - Pasig City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM
Two (2) Janitorial Personnel	LHIO - Makati City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM
Three (3) Janitorial Personnel	LHIO - Las Pinas City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM

PERIOD OF CONTRACT

A contract for janitorial services for Three (3) Years shall be entered into by and between Philippine Health Insurance Corporation - PRO NCR and Rizal Group and the winning bidder and shall take effect upon receipt by the winning bidder of the Notice to Proceed.

In case of delay in the awarding of the Contract, the date of effectivity and/or the duration of the Contract shall be adjusted accordingly to maintain the Three (3) Years period of coverage.

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

LAGING CLEAN JANITORIAL
SERVICES, INC.
Name of Company/Bidder

LAURIS A. SANCHEZ
Operations Manager
Signature over Printed Name of
Representative

October 18, 2013
Date

CONFIRME:

LAURIS A. SANCHEZ
Operations Manager

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Section VII. Technical Specifications

SPECIFICATIONS	Statement of Compliance
* Statement of Compliance- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii).	
Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years	Statement of Compliance *
Janitorial Services Specifications	
SCOPE OF SERVICES Janitors shall render 8 hours of work every day from MONDAY to SATURDAY on a shifting schedule from 6:00 a.m. to 3:00 p.m. and 10:00 a.m. to 7:00 p.m. (unless otherwise requested in writing by the PRO NCR in order to perform the following tasks to the satisfaction of the Offices concerned. I. Daily Routine. The daily routine services to be rendered by the janitors assigned by the Janitorial Agency shall include: a. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by the client; b. Cleaning and wiping of all office tables, glass tops, furniture and fixture, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors; c. Cleaning and sanitizing of comfort rooms and pantries, bath and kitchens sinks and removal of spots or stains from floors and other services; d. Fetching water and filling of containers in the comfort rooms when water is not available; e. Cleaning driveways, parking spaces and immediate surroundings of the buildings (for rented office space and warehouses); f. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the Philippine Health Insurance Corporation compound; g. Upkeep of indoor potted plants. II. Weekly Routine. The weekly routine services to be rendered by janitors assigned by the Janitorial Agency include: a. Spot scrubbing, dirt stain removal and cleaning of	COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY COMPLY

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Operations Manager

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	chairs, carpets, and rugs;	
	b. Thorough cleaning, washing and scrubbing of all rooms and comfort room facilities;	COMPLY
	c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging, and;	COMPLY
	d. Washing, scrubbing, stripping, waxing and polishing floors.	COMPLY
III.	Monthly Routine. Monthly routine services to be rendered by janitors assigned by the Janitorial Agency include:	COMPLY
	a. Dusting and removing of cobwebs from ceiling of the premises;	COMPLY
	b. Cleaning of ornamental plants and polishing of metal signs;	COMPLY
	c. General cleaning of draperies and blinds;	COMPLY
	d. Spraying of insecticides and other pest control activities;	COMPLY
	e. Disinfecting of all bathrooms; and	COMPLY
	f. Re Pilling of liquid deodorizers in all bathrooms.	COMPLY
IV.	Quarterly Routine. Quarterly routine services to be rendered by janitors assigned by the Janitorial Agency include:	COMPLY
	a. Thorough and general cleaning of all areas; and	COMPLY
	b. Thorough shampooing of all chairs, panels, carpets and rags.	COMPLY
V.	Miscellaneous Routine. Miscellaneous services to be rendered by janitors as per request of the concerned units through the PRO NCR and Rizal, Head – Management Services Division/Administrative Services include but not limited to:	COMPLY
	a. Miscellaneous work such as carrying, transporting or moving of office furniture, equipment supplies within the premises as may be assigned from time to time.	COMPLY
	b. Rendition of overtime services during emergency and urgent situations may be allowed as determined by requesting PRO NCR and Rizal, Head – Management Services Division/Administrative Services and subject to approval of VP PRO NCR and Rizal.	COMPLY
	c. Report to the Administrative Officer any damaged/leaking pipe plumbing, water and toilet	COMPLY

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Operations Manager

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facilities, electrical installations, and any damaged furniture and fixture, that will need immediate repair.				COMPLY
SUPPLIES, MATERIALS AND EQUIPMENT				COMPLY
The Janitorial Agency shall provide the following type and quantity of needed tools, supplies, materials and equipment. All supplies and materials to be provided by janitorial services should be of guaranteed high @ grade quality to ensure and maintain maximum cleaning results.				COMPLY
PhRO NCR and its BRANCH OFFICES				COMPLY
I. To be provided per month:				COMPLY
1.	Rags	20	kilos	COMPLY
2.	Liquid Wax (Concentrated, diluted to 20%)	28	gallons	COMPLY
3.	Cleanser	14	kilos	COMPLY
4.	Powdered Soap (Tide -all purpose)	50	kilos	COMPLY
5.	Soft Brooms	14	pcs.	COMPLY
6.	Liquid bathroom deodorizers	70	pcs.	COMPLY
7.	Metal Polish (150ml/can)	5	cans	COMPLY
8.	Surface Cleanser (150ml/can)	20	cans	COMPLY
9.	Scrubbing Pad (Scotch Brite or equivalent).	150	pcs	COMPLY
10.	Plastic Garbage size: 13" x 13" x 32"	1000	pcs	COMPLY
11.	Plastic Garbage size: 9" x 9" x 20"	500	pcs	COMPLY
12.	Insecticides spray (500ml/can, water base)	40	cans	COMPLY
13.	Mop Head	56	pcs	COMPLY
14.	Muriatic Acid - Apollo	14	gallons	COMPLY
15.	Toilet Bowl Cleaner	14	gallons	COMPLY
II. To be provided quarterly:				COMPLY
1.	Stripping Pads	12	pcs	COMPLY
2.	Floor Polishing Pad (3M)	12	pcs	COMPLY
3.	Disinfectant (Lysol)	14	gallons	COMPLY
4.	Dry Cleaning Fluid	4	gallons	COMPLY
5.	Mop Handles	10	pcs.	COMPLY
III. To be provided per semester:				COMPLY
1.	Toilet Brush	30	pcs	COMPLY
2.	Push Brush	20	pcs	COMPLY
3.	Toilet Rubber Pump/Flusher	30	pcs	COMPLY
4.	Hand Brush	30	pcs	COMPLY
5.	Stick Brooms	30	pcs.	COMPLY
6.	Steel Wool	3	boxes	COMPLY

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LAURIS A. SANCHEZ
Operations Manager

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IV. To be provided annually:			COMPLY
1.	Dust Pan Plastic/big	25 pcs.	COMPLY
2.	Pail 4 gal./capacity	20 pcs.	COMPLY
3.	Ceiling Brooms	10 pcs.	COMPLY
4.	Spray Gun	54 pcs	COMPLY
SERVICE OFFICES			
I. To be provided per month:			COMPLY
1.	Rags	7 kilos	COMPLY
2.	Liquid Wax	4 gallons	COMPLY
3.	Cleanser	3 kilos	COMPLY
4.	Powdered Soap (Tide -all purpose)	33 kilos	COMPLY
5.	Soft Brooms	11 pcs	COMPLY
6.	Deodorizer cake	66 pcs.	COMPLY
7.	Metal Polish (150ml/can)	2 cans	COMPLY
8.	Scrubbing Pad (Scotch Brite or equivalent)	50 pcs.	COMPLY
9.	Plastic Garbage Bag (size: 13" x 13" x 32")	300 pcs.	COMPLY
10.	Plastic Garbage Bag (size: 9" x 9" x 20")	100 pcs.	COMPLY
11.	Mop Head	11 pcs.	COMPLY
12.	Stick Broom	11 pcs.	COMPLY
II. To be provided quarterly:			COMPLY
1.	Surface Cleanser (Wipe-out)	6 cans	COMPLY
2.	Insect Spray (Baygon, 500 ml.)	5 cans	COMPLY
3.	Mop Handles Plastic	6 pcs.	COMPLY
III. To be provided per semester:			COMPLY
1.	Disinfectant (Lysol)	6 cans	COMPLY
2.	Muriatic Acid (Apollo)	2 gallon	COMPLY
3.	Toilet Brush	10 pcs	COMPLY
4.	Push Brush	5 pcs.	COMPLY
5.	Toilet Rubber Pumps	10 pcs.	COMPLY
6.	Floor Polishing Pad	4 pcs	COMPLY
IV. To be provided annually:			COMPLY
1.	Dust Pan (plastic/big)	10 pcs	COMPLY
2.	Pail (4 gal/capacity)	8 pcs.	COMPLY
3.	Ceiling Brooms	4 pcs.	COMPLY
4.	Spray Gun	12 pcs	COMPLY
The Janitorial Agency shall provide at least 14 floor polishers and 4 vacuum cleaners in working conditions to be used by the janitorial personnel in performing the above tasks.			COMPLY

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CONFORME:

LORIS A. SANCHEZ
Operations Manager

UNIFORM

The janitorial personnel shall be provided by the Janitorial Agency with clean uniform with Identification (ID) Card. In addition, the Corporation shall provide each janitor with a second Identification (ID) Card for access and security purposes.

COMPLY

MANPOWER

The Janitorial Agency shall provide the Regional Office with Forty Nine (49) janitorial personnel. The team leader or supervisor shall render eight (8) hours of service per workday from 6:00 AM to 3:00 PM, inclusive of one (1) hour lunch break.

COMPLY

The janitorial personnel shall work for the first shift which is 6:00 a.m. and ends at 3:00 PM and for the Second Shift which is 10:00 AM and ends at 7:00 PM. Those who will be deployed at the warehouse and service offices shall render eight (8) hours per workday depending on the schedule assigned by the Officer in Charge. The breakdown is as follows:

COMPLY

One (1) Supervisor
(to be stationed at PhRO NCR)

6:00 AM - 3:00 PM

COMPLY

Four (4) Janitorial Personnel

PRO NCR

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Eight (8) Janitorial Personnel

NCR Central Branch Office

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Two (2) Janitorial Personnel

LHIO - Quezon City

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Three (3) Janitorial Personnel

Service Office Cainta

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Three (3) Janitorial Personnel

LHIO - Fairview

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Seven (7) Janitorial Personnel

NCR North Branch

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

Two (2) Janitorial Personnel

LHIO - Manila

COMPLY

6:00 AM - 3:00 PM

COMPLY

10:00 AM - 7:00 PM

COMPLY

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LAURIS A. SANCHEZ
Operations Manager

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Three (3) Janitorial Personnel	LHIO - Caloocan 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Four (4) Janitorial Personnel	LHIO – Mandaluyong City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Two (2) Janitorial Personnel	POEA 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Three (3) Janitorial Personnel	NCR South Branch 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Two (2) Janitorial Personnel	LHIO - Pasig City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Two (2) Janitorial Personnel	LHIO - Makati City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
Three (3) Janitorial Personnel	LHIO - Las Pinas City 6:00 AM – 3:00 PM 10:00 AM – 7:00 PM	COMPLY COMPLY COMPLY
QUALIFICATION AND CONDITION		
1. The supervisor and janitors to be assigned by the Janitorial Agency must possess the following qualifications:		COMPLY
✓ Filipino Citizen;		COMPLY
✓ Of good moral character, cleared by law enforcement or police agencies/ without previous record of any conviction of a criminal offense involving moral turpitude;		COMPLY
✓ At least high school level for janitors. Supervisors should have reached at least three years of college, and are properly trained on janitorial services;		COMPLY
✓ At least 20 years old but not more than 40 years of age; and		COMPLY
✓ Physically and mentally fit, as indicated in a DOH accredited institution and confirmed by the Physicians of the Corporation.		COMPLY
2. Regular janitors and/or reliever shall be screened by the Administrative Section/General Services Unit. The		COMPLY

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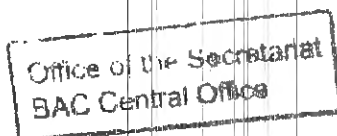
CONFORME:

LAURIS A. SANCHEZ
Operations Manager

following documents shall be submitted for evaluation, viz:	COMPLY
✓ Medical Certificate;	COMPLY
✓ NBI Clearance;	COMPLY
✓ Copy of Diploma of highest educational attainment and transcript of records if a college undergraduate;	COMPLY
✓ Copy of birth certificate;	COMPLY
✓ One (1) 2x2 picture and two (2) 1x1 pictures; and	COMPLY
✓ Copy of SSS membership card	COMPLY
Original copy of the same maybe required to be submitted for purposes of validation.	COMPLY
3. The janitor shall render satisfactory services from MONDAYS to SATURDAYS. The services rendered shall be certified by the Office/Services where they are assigned, and submitted to the Management Services Division/Administration Section of PRO NCR and Rizal Group.	COMPLY
4. The Janitorial Agency shall provide the PRO NCR through the Management Services Division/Administration Section a complete list of its personnel assigned to work in the PRO NCR and Rizal Group, OVP, Branch Offices and Service Offices. The Janitorial Agency shall give a written notice to the office concerned whenever any of the assigned janitors are to be removed or replaced.	COMPLY
5. The Janitorial Agency shall provide relievers/replacements in case of absences of any assigned janitors to ensure continuous and uninterrupted service. The Administrative Officer of the OVP/Branch or the Head of the Local Health Insurance Office (LHIO) must be informed accordingly.	COMPLY
6. PhRO NCR and Rizal Group reserves the right to request for an increase and decrease in the number of janitors if the exigency of work requires, provided that the total amount in the increase will not exceed ten (10%) of the total contract.	COMPLY
7. The Janitorial Agency shall submit a schedule of periodic general cleaning of areas herein covered for the reference and guidance of the PRO NCR and Rizal Group. All areas covered under the contract shall be maintained clean and sanitary at all times. Cleaning includes floor, toilet, walls, windows, grounds, and other areas. Likewise, the Janitorial Agency shall deliver all the required supplies at the beginning of the period (month/quarter/semester) to the Management Services Division/Administration Section.	COMPLY
8. The Janitorial Agency, together with its employees agree to abide with the performance and janitorial requirements of	COMPLY

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№ 010.001



CONFIRME:

LAURIS A. SANCHEZ
Operations Manager

[Handwritten signatures and initials]

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PhRO NCR and Rizal Group at all times and comply promptly with the directives, instructions and existing rules and regulations of the Philippine Health Insurance Corporation.	COMPLY
9. The Janitorial Personnel shall be under the supervision of the Administrative Section/General Services Unit. Before they assume their function, an orientation of the scope of responsibility, rules and regulations of the Philippine Health Insurance Corporation and related matters shall be conducted by the Administration Section/General Services Unit. No janitor shall assume his post/her post without this orientation.	COMPLY
10. The janitors to be assigned by the Janitorial Agency to restricted office(s), where highly accountable assets and security documents are kept, shall perform their duties under the supervision of officials designated by the concerned Offices.	COMPLY
11. The Janitorial Agency shall see to it that the janitors are screened and declared to be physically and mentally fit before they are allowed to report to their assigned post.	COMPLY
12. Any janitor who may be found and considered undesirable and incompetent by the Head of the Offices concerned shall be replaced by the Janitorial Agency immediately upon receipt of request and verification.	COMPLY
PERIOD OF CONTRACT	
A contract for janitorial services for Three (3) Years shall be entered into by and between Philippine Health Insurance Corporation - PRO NCR and Rizal Group and the winning bidder and shall take effect upon receipt by the winning bidder of the Notice to Proceed.	COMPLY
In case of delay in the awarding of the Contract, the date of effectivity and/or the duration of the Contract shall be adjusted accordingly to maintain the Three (3) Years period of coverage.	COMPLY

I hereby certify to comply with all the above Technical Specifications

LAGING CLEAN JANITORIAL
SERVICES, INC.

Name of Company/Bidder

LAURIS A. SANCHEZ
Operations Manager

Signature over Printed Name of
Representative

October 18, 2013

Date

CONFORME:

LAURIS A. SANCHEZ
Operations Manager

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NO 010.001

Office of the Secretariat
BAC Central Office

Page 11

Section IV. General Conditions of Contract

1. Definitions

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

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

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.

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

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

5. Notices

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

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

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

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

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

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

9. Prices

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

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

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

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such

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reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

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

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. 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 ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC, provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of

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

20. Settlement of Disputes

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

21. Liability of the Supplier

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

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that 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 Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not

limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at 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 Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Handwritten signatures and initials at the bottom right of the page.

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: <i>Philippine Health Insurance Corporation Corporate Operating Budget for CY 2013 in the amount of Ten Million Eight Hundred Seventeen Thousand Nine Hundred Sixty-Seven Pesos (PhP10,817,967.00).</i>
1.1(k)	The Project Site is <i>at PhilHealth PRO NCR and Rizal Group</i> .
5.1	The Procuring Entity's address for Notices is: <i>SVP MELINDA C. MERCADO, Chief Management Executive, and BAC-GS Chairperson, Room 1002, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City</i>
6.2	NO ADDITIONAL REQUIREMENTS
10.2	NO FURTHER INSTRUCTIONS
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	NONE
17.3	NOT APPLICABLE
17.4	NOT APPLICABLE
21.1	NO ADDITIONAL PROVISION.









BID BULLETIN NO. 01
(ITB NO. JSN 2013-010-GS)

BIDDING FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR PRO NCR AND RIZAL GROUP FOR THREE (3) YEARS

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on October 16, 2013 is hereby issued. The following provisions or item/s in the *Bidding for the Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years (ITB No. JSN 2013-010-GS)* are hereby clarified, viz:

PROVISION	AMENDMENT / CLARIFICATION																																																																																				
SCHEDULE 1 1-A: AMOUNT DIRECTLY PAID PER JANITOR (49 janitors) DAILY WAGE: PhP 426.00 (not lower than the minimum wage for NCR) WORKING DAYS PER MONTH: 26.08 WORKING DAYS PER YEAR: 312.96 <table><tr><td></td><td>MONTHLY</td><td>ANNUALLY</td></tr><tr><td>1. Average pay per janitor</td><td></td><td></td></tr><tr><td>2. 13th month pay</td><td></td><td></td></tr><tr><td>3. Five (5) days incentive pay</td><td></td><td></td></tr><tr><td>4. Allowance for uniform</td><td></td><td></td></tr><tr><td>5. E-COLA</td><td></td><td></td></tr><tr><td>TOTAL - SCHEDULE 1 - A</td><td></td><td></td></tr></table> SCHEDULE 1 - B: AMOUNT DIRECTLY PAID FOR SUPERVISOR (1 Supervisor) DAILY WAGE: PhP 426.00 (not lower than the minimum wage for NCR) WORKING DAYS PER MONTH: 26.08 WORKING DAYS PER YEAR: 312.96 <table><tr><td></td><td>MONTHLY</td><td>ANNUALLY</td></tr><tr><td>1. Average pay for Supervisor</td><td></td><td></td></tr><tr><td>2. 13th month pay</td><td></td><td></td></tr><tr><td>3. Five (5) days incentive pay</td><td></td><td></td></tr><tr><td>4. Allowance for uniform</td><td></td><td></td></tr><tr><td>5. E-COLA</td><td></td><td></td></tr><tr><td>TOTAL - SCHEDULE 1 - B</td><td></td><td></td></tr></table>		MONTHLY	ANNUALLY	1. Average pay per janitor			2. 13 th month pay			3. Five (5) days incentive pay			4. Allowance for uniform			5. E-COLA			TOTAL - SCHEDULE 1 - A				MONTHLY	ANNUALLY	1. Average pay for Supervisor			2. 13 th month pay			3. Five (5) days incentive pay			4. Allowance for uniform			5. E-COLA			TOTAL - SCHEDULE 1 - B			SCHEDULE 1 1-A: AMOUNT DIRECTLY PAID PER JANITOR (49 janitors) DAILY WAGE: PhP 436.00 (not lower than the minimum wage for NCR) WORKING DAYS PER MONTH: 26.08 WORKING DAYS PER YEAR: 312.96 <table><tr><td></td><td>MONTHLY</td><td>ANNUALLY</td></tr><tr><td>1. Average pay per janitor</td><td></td><td></td></tr><tr><td>2. 13th month pay</td><td></td><td></td></tr><tr><td>3. Five (5) days incentive pay</td><td></td><td></td></tr><tr><td>4. Allowance for uniform</td><td></td><td></td></tr><tr><td>5. E-COLA</td><td></td><td></td></tr><tr><td>TOTAL - SCHEDULE 1 - A</td><td></td><td></td></tr></table> SCHEDULE 1 - B: AMOUNT DIRECTLY PAID FOR SUPERVISOR (1 Supervisor) DAILY WAGE: PhP 436.00 (not lower than the minimum wage for NCR) WORKING DAYS PER MONTH: 26.08 WORKING DAYS PER YEAR: 312.96 <table><tr><td></td><td>MONTHLY</td><td>ANNUALLY</td></tr><tr><td>1. Average pay for Supervisor</td><td></td><td></td></tr><tr><td>2. 13th month pay</td><td></td><td></td></tr><tr><td>3. Five (5) days incentive pay</td><td></td><td></td></tr><tr><td>4. Allowance for uniform</td><td></td><td></td></tr><tr><td>5. E-COLA</td><td></td><td></td></tr><tr><td>TOTAL - SCHEDULE 1 - B</td><td></td><td></td></tr></table>		MONTHLY	ANNUALLY	1. Average pay per janitor			2. 13 th month pay			3. Five (5) days incentive pay			4. Allowance for uniform			5. E-COLA			TOTAL - SCHEDULE 1 - A				MONTHLY	ANNUALLY	1. Average pay for Supervisor			2. 13 th month pay			3. Five (5) days incentive pay			4. Allowance for uniform			5. E-COLA			TOTAL - SCHEDULE 1 - B		
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CONFIRME:

LAURIS A. SANCHEZ
Operations Manager

for

for

for

for

for

2013

2	Bid Form			Bid Form		
	PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)	PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)
	TOTAL (In Words)	Using the attached Form (i.e., pages 48-53)	Using the attached Form (i.e., pages 53-54)	TOTAL (In Words)	Using the attached Form (i.e., pages 51-58)	Using the attached Form (i.e., pages 58-59)
3	The computation of SSS and PhilHealth contributions for janitors will be based on the current Schedule of Contributions issued by SSS and PhilHealth.					
4	PhilHealth shall be adopting the Department Order No. 18-A, series of 2011 issued by the Department of Labor and Employment, particularly on the standard administrative fee of not less than ten percent (10%) of total contract cost.					
5	The ten percent (10%) administrative fee shall be based on computation of A (due to janitor) and B (due to government for janitor) multiplied by 10%. It shall not include cost of supplies and materials. (For the Matrix showing the fixed computation for A and B, please see attached Annex "A" of this Bid Bulletin.					
6	Bidders can bid zero ("0") in the unit price of the supplies to be bid but they cannot bid below the legally mandated ten percent (10%) administrative fee.					
7	PhilHealth shall not accept a Certificate of Filing of SEC Registration in lieu of the required SEC Registration Certificate					
8	There will be no rounding-off of digits in the Bid Price. The BAC will only consider up to two decimal places (.112 and .113 are a tie).					
9	In the Statement of all Ongoing and Completed Government & Private Contracts Including Contracts Awarded but not yet started, bidders need not attach copies of the contracts of the listed project. However, during the Post-Qualification, the Technical Working Group (TWG) may ask for the original copies of the contracts stated in the Matrix.					

This **Bid Bulletin No. 01** (ITB No. JSN 2013-010-GS) shall form part of the eligibility and technical bid proposal to be submitted on **October 29, 2013**.

The deadline for submission of bid proposals will be on October 29, 2013, 3:30 p.m.. Likewise, Opening of Bids will commence on the said date and time.

Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on October 29, 2013 **must submit a letter of non-participation** stating their reasons to the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of October 29, 2013.

Issued this 21st day of October 2013.

SVP MELINDA C. MERCADO
Chairperson

German G. Lim
VP ATTY. GERMAIN G. LIM
Vice-Chairperson

BID BULLETIN NO. 01 (BIDDING FOR THE PROCUREMENT OF JANITORIAL SERVICES
FOR PRO NCR AND RIZAL GROUP FOR THREE (3) YEARS)
PAGE -02-

CONFORME:

Lauris A. Sanchez
LAURIS A. SANCHEZ
Operations Manager

On Official Business
VP GREGORIO C. RULLODA
Member

SM ISRAEL FRANCIS A. PARGAS, MD
Member

SM NARISA PORTIA J. SUGAY, MD
Member

SM EVANGELINE RACELIS
Member

CONFORME:

LAURIS A. SANCHEZ
Operations Manager

BID BULLETIN NO. 01 (BIDDING FOR THE PROCUREMENT OF JANITORIAL SERVICES
FOR PRO NCR AND RIZAL GROUP FOR THREE (3) YEARS)
PAGE 43



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[Handwritten signatures and initials at the bottom right of the page]

Annex A

PRO NCR & Rizal JANITORIAL SERVICES COST BREAKDOWN

Particulars		Remarks
Number of days worked per week	: 6 days	Wage Order No. NCR-18, Sec. 8, letter c.
Number of days/year	: 313	Wage Order No. NCR-18, October 10, 2013 (Rule II, Section 1, letter a)
Daily Wage	: Basic Wage = 436.00 COLA = 30.00	
A. DIRECT TO JANITOR	Amount	
Average Monthly Wage per Janitor	P 11,372.33	Daily Wage x 313 days/12 mos.
13 th Month Pay	P 947.69	Average Monthly Pay/12 mos.
5 days Incenive Leave Pay	P 194.17	Daily Wage x 5 days/ 12 mos.
COLA	P 282.50	P 30.00 x 313 / 12 mos.
TOTAL	P 13,296.69	
B. AMOUNT DUE TO GOV'T. IN FAVOR OF JANITOR	P 848.00	SSS Contribution Schedule Range P 11,790.00-12,249.99 Basic Monthly Wage (466x313/12); inclusive of COLA
SSS Premium	P 150.00	Philhealth Premium Contribution Schedule Salary Bracket No. 6 (P12,003.00-12,999.99) Basic Monthly (466x313/12)
Philhealth Premium	P 10.00	
Employees Compensation Fund	P 100.00	
Pay-Ilbg Fund	P 1,108.00	
TOTAL		
C. COST OF MATERIALS AND SUPPLIES		Not less than 10% of Total Contract Cost (DOLE D.O. 18-A & DOLE Memorandum dated 18 June 2012)
D. OTHER COSTS		
(Admin. Cost)	P 14,404.69	A + B (Exclusive of C & D)
E. BASIC CONTRACT RATE	P 1,728.56	E x 12% (BIR Revenue MC No. 39-2007)
F. VALDE ADDED TAX		
G. GROSS CONTRACT RATE	P 16,133.25	E + F
(Total Cost per Janitor per Month)		
H TOTAL COST FOR 49 JANITORS per Month	P 790,529.25	G x 49
I TOTAL COST FOR 49 JANITORS for 12 MONTHS	P 9,489,351.00	H x 12

MYOA for JANITORIAL YEAR I= P 10,453,901.00

CONFORME:
LAURIS A. SANCHEZ
Operations Manager

24

ABC PnP10,817,967.00 for the First Year only

CONFORME: 
LAURIS A. SANCHEZ
Operations Manager

CHECKLIST - Bidding for the Procurement of Janitorial Services for PRO-NCR and Rizal Group for Three (3) Years (ITB No. JSN 2013-010-GS)

ABC PhP10,817,967.00 for the First Year only

1. Name of Affiant, Age, Civil Status, Nationality and residence address
2. Type of Juridical Entity - either Sole Proprietorship, Partnership, Corporation, Cooperative and its Office Address Affiant Have or is Granted Full Authority to do execute and perform any and all acts necessary and/or to represent the Bidder's Company in the Bidding Project (with attached document showing proof of authorization, e.g., duly notarized Secretary's Certificate)
3. Bidder is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporation, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct
5. Bidder's Company is authorizing the Head of the PhilHealth or its duly authorized representative(s) to verify all the documents submitted
6. Bidder's Company complies with the disclosure provision under Section 47 of the RA 9184 in relation to other provisions of RA 3019
7. Bidder complies with existing labor laws and standards, and
8. Bidder complies with the responsibilities of a prospective bidder or eligible bidder provided in the Bidding Documents
1.11 COPY OF THE BID BULLETIN NO. 01
2. FINANCIAL PROPOSAL - 2 nd ENVELOPE
2.1 Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules (if applicable)
BID PRICE:

NOTE:

➤ SUBMISSION AND OPENING OF BIDS WILL BE HELD ON 29 OCTOBER 2013, 3:30PM AT:

Room 1003, 10th Floor, Citystate Center, 709 Shaw Boulevard, Oranbo, Pasig City;
Telefax No. 637-4735

CONFORME:

LAURIS A. SANCHEZ
Operations Manager

Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph



BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)
RESOLUTION NO. 146, s. 2013

**RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE
PROCUREMENT OF JANITORIAL SERVICES FOR PRO NCR AND RIZAL GROUP
FOR THREE (3) YEARS UNDER ITB NO. JSN 2013-010-GS BE AWARDED IN FAVOR
OF LAGING QLEAN JANITORIAL SERVICES AS THE BIDDER WITH THE
LOWEST CALCULATED AND RESPONSIVE BID (LCRB)**

WHEREAS, an Invitation to Bid (ITB) for the Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years (ITB No. JSN 2013-010-GS) was advertised at the Philippine Star, the PhilG-EPS, the PhilHealth website and the office premises from October 11, 2013 – October 25, 2013;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Ten Million Eight Hundred Seventeen Thousand Nine Hundred Sixty-Seven Pesos (PhP10,817,967.00) for the first year only;

WHEREAS, in response to the said invitation, two (2) proponents obtained the bid documents, namely: (1) Laging Qlean Janitorial Services, Inc. and (2) Philcare Manpower Services;

WHEREAS, a Pre-Bid Conference was held on October 16, 2013 at the SBAC Conference Room in order for the BAC-GS to accommodate clarifications and other queries of the proponents with regard to the bid documents for the Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years, and thereafter, a Bid Bulletin dated October 21, 2013 was issued to the proponents;

WHEREAS, the opening of bids was held on October 29, 2013 at the SBAC Conference Room, wherein Laging Qlean Janitorial Services, Inc. and Philcare Manpower Services submitted their respective bids on time;

WHEREAS, during the same meeting, the BAC-GS arrived at the following results:

Proponents	Results
1. Laging Qlean Janitorial Services, Inc.	2 nd Lowest Calculated Bid Ten Million Four Hundred Thirty-Four Thousand Nine Hundred Eighty-Seven Pesos and Ninety Centavos (PhP10,434,987.90)
2. Philcare Manpower Services	Lowest Calculated Bid Ten Million Four Hundred Twenty-Four Thousand Seven Hundred Twenty-Two Pesos and Sixty-Four Centavos (PhP10,424,722.64)

WHEREAS, based on the above results, the BAC-GS declared Philcare Manpower Services as the bidder with the Lowest Calculated Bid (LCB) to be subjected to post-qualification by the BAC-GS Technical Working Group (TWG) B;

CERTIFIED TRUE COPY.

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BAC RESO (AWARD OF CONTRACT IN FAVOR
OF LAGING QLEAN JANITORIAL SERVICES)

PAGE -02-

X-----X

WHEREAS, on December 3, 2013, the BAC-GS TWG B presented to the BAC their corresponding Post-Qualification Evaluation Report with the recommendation that Philcare Manpower Services be declared as "post-disqualified". The pertinent portion of its report reads as follows:

"The bidder's computation of the five (5) days incentive pay under Schedule 1 of the Cost Analysis Form is not compliant to the supplemental bid bulletin (Annex "A") due to the non-inclusion of the COLA in the computation, which is required under said supplemental bid bulletin. Attached herewith as Annex "A" is the cost analysis computation of the TWG. Hence, the TWG-B for BAC-GS, using a non-discretionary criteria in accordance with Section 34, Rule X of the IRR of R.A. 9184, hereby recommends to the BAC-GS to declare that the bid of Philcare Manpower Services fails the criteria for post-qualification";

WHEREAS, during the same meeting, the BAC-GS concurred with the recommendation of the TWG B to declare Philcare Manpower Services as post-disqualified and directed the TWG B to proceed with the post-qualification of Laging Qlean Janitorial Services, Inc. as the bidder with the 2nd Lowest Calculated Bid;

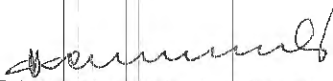
WHEREAS, during the BAC-GS meeting held on December 18, 2013, the TWG B presented to the BAC-GS their corresponding Post-Qualification Evaluation Report on Laging Qlean Janitorial Services, Inc. and stated that per their evaluation and review of the bidding documents, the bid proposal of said bidder was found to be **RESPONSIVE** with the requirements as enumerated in the bidding documents for the aforesaid procurement;

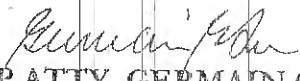
WHEREAS, the BAC-GS concurred with the recommendation of the TWG B to declare Laging Qlean Janitorial Services, Inc. as the bidder with the Lowest Calculated and Responsive Bid;

NOW, THEREFORE, premises considered, the BAC-GS resolved to declare Laging Qlean Janitorial Services, Inc. as the bidder with the Lowest Calculated and Responsive Bid (LCRB) and recommended that the contract for the Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years under ITB No. JSN 2013-010-GS be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 18th day of December 2013 at Pasig City.


SVP MELINDA C. MERCADO
Chairperson


VP ATTY. GERMAIN G. LIM
Vice-Chairperson

CERTIFIED TRUE COPY



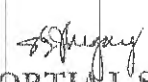
BAC RESO (AWARD OF CONTRACT IN FAVOR
OF LAGING QLEAN JANITORIAL SERVICES)

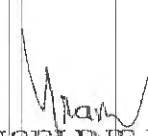
PAGE -03-

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On Official Business
VP GREGORIO C. RULLODA
Member

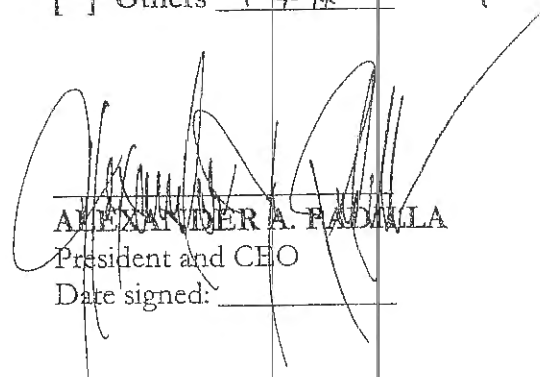

SM ISRAEL FRANCIS A. PARGAS, MD
Member


SM NARISA PORTIA J. SUGAY, MD
Member

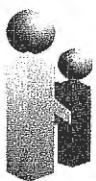

SM EVANGELINE RACELIS
Member

On Official Business
VP SHIRLEY B. DOMINGO, M.D.
Member/End-user

☒ APPROVED
☐ DISAPPROVED
☐ Others 1-9-14


ALEXANDER A. PADILLA
President and CEO
Date signed: _____

CERTIFIED TRUE COPY



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph



Kalusapang Pambansa
Kalusapang Pambansa
Kalusapang Pambansa

NOTICE OF AWARD

Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years
(ITB No. JSN 2013-010-GS)

JAN 22 2014

Date of Issuance:

LAURIS A. SANCHEZ

Operations Manager

Laging Qlean Janitorial Services, Inc

626 G. Araneta Avenue, Quezon City

Telephone Nos. 7422701 to 06

Dear Ms. Sanchez:

We are pleased to notify you that your Bid Proposal on October 29, 2013 for the **Procurement of Janitorial Services for PRO NCR and Rizal Group for Three (3) Years (ITB No. JSN 2013-010-GS)** for execution by **Laging Qlean Janitorial Services, Inc.** at the Contract Price equivalent to Ten Million Four Hundred Thirty-Four Thousand Nine Hundred Eighty-Seven Pesos and Ninety Centavos (**PhP10,434,987.90**) only is accepted.

You are hereby required to post a *performance security* in the form and amount stipulated in the Bid Documents immediately from receipt of this Notice and in no case later than the signing of the Contract. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Very truly yours,

ALEXANDER A. PADILLA
President and CEO

Conforme:

MS. LAURIS A. SANCHEZ

Operations Manager

Date: **JAN 22 2014**

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, LAGING QLEAN JANITORIAL SERVICES, INC., No. 626 G. Araneta Avenue, Quezon City
on the 23rd day of January, 20 14 of
as principal and ALPHA INSURANCE AND SURETY COMPANY, INC., a corporation duly
organized and existing under and by virtue of the Republic of the Philippines with principal office at Manila, as surety are held
& firmly bound unto PHILIPPINE HEALTH INSURANCE CORPORATION
of PHRO-NCR AND RIZAL GROUP in the sum of THREE MILLION ONE HUNDRED FIFTY THOUSAND PESOS (P Php3,150,000.00)
Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successor, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS ARE AS FOLLOWS:

WHEREAS, the above-bounden Principal has been required by the Obligor to post this Performance Bond to fully
and faithfully guarantee the Janitorial Services for PHRO-NCR and RIZAL GROUP for Three (3) Years (ITB No. JSN
2013-010-GS), as per Notice of Award dated January 22, 2014, a copy of which is hereto attached and formed an integral
part of this bond;

It is agreed and understood that this bond does not cover liabilities to benefit employees of Janitorial Services, that
is provided for under the Labor Code of the Philippines as well as any rule and regulations of the Department of Labor;

PROVIDED, however, that the liability of the Surety company under this bond shall in no case exceed the sum
of PESOS: THREE MILLION ONE HUNDRED FIFTY THOUSAND (Php3,150,000.00) only, Philippine Currency.

This bond shall be callable on demand.

Whereas, said Obligor requires said Principal to give a good and sufficient bond in the above stated sum to secure
the full and faithful performance on his part of said Contract.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in
full force and effect.

The liability of ALPHA INSURANCE AND SURETY COMPANY, INC. under this bond will expire on
FEBRUARY 01, 2015 and the SURETY does not assume any responsibility for any liability incurred
or created after said date; notice of claims against the SURETY must be given to the bonding company not later than (10) ten
days from said expiration date, and failure to do so shall release the SURETY from all liabilities under this bond and shall be a
bar to any action against it.

WITNESS OUR HANDS, AND SEAL this 23rd day of January, 20 14
at Manila, Philippines.

LAGING QLEAN JANITORIAL SERVICES, INC.
BY:

MA. VIOLETA A. URBANES
Principal General Manager

ANGELINA L. PEREZ C/O AISCI
Tin-145-872-638

ALPHA INSURANCE AND SURETY COMPANY, INC.
TIN 000-433-024-000-VAT

BY:

MACARIO P. CORPUZ
Vice-President Underwriting

SIGNED IN THE PRESENCE OF:

MA. TERESA M. RIVERA C/O AISCI
Tin: 106-779-321



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

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **ALPHA INSURANCE & SURETY COMPANY, INC.**
 (This is to certify that

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang
 a

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 such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatumpung
the class of insurance business above set forth until twelve o'clock midnight, on the thirtieth

araw ng Hunyo, taong dalawampung libo't labing-apat
day of June, year 2014

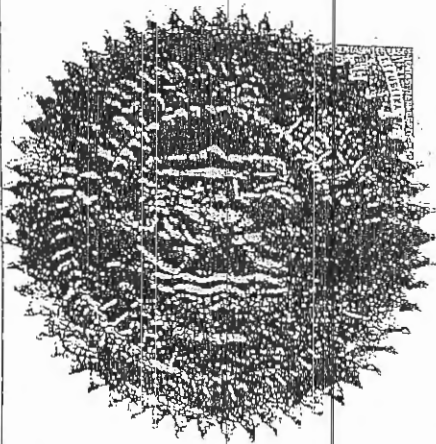
maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

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

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

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

simula ika-isa ng Hulyo 2013.
effective on 1 July 2013.)



*AO No. 244 issued on
 May 31, 1957

Date Issued:

070173



Emmanuel F. Booc
EMMANUEL F. BOOC
 Insurance Commissioner