

Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1 Regional Office I

Aguila Rd., Sevilla, San Fernando City, La Union www.region1 dilg.gov.ph

NOTICE TO PROCEED

December 29, 2023

MS. HENIE A. SANDAGA

Gen. Manager CLEAN AND CLEAR Manpower Services Rm. 8-C 2F Prime Place Estate, Diversion Rd., Panicsican, San Juan, La Union

Dear Ms. Sandaga:

With the attached CONTRACT OF SERVICES having been approved, you are hereby notified to provide Janitorial /Sanitation Maintenance and General Utility for the period January 1, 2024 to December 31, 2024 from CLEAN AND CLEAR MANPOWER SERVICES with address at Rm. 8-C 2F Prime Place Estate, Diversion Rd., Panicsican, San Juan, La Union.

Likewise, you are responsible for performing the required services under the terms and conditions of the Contract of Services, and your submitted quotation/proposal.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other copy to the DILG Regional Office 1, c/o BAC Secretariat, City of San Fernando, La Union.

Very truly yo

JONATHAN PAULM. LEUSEN, JR., CESO III

Regional Director, DILG 1 and

Head of Procuring Entity

RECEIVED BY:

MS. HENIE A. SANDAGA

Gen. Manager

CLEAN AND CLEAR Manpower Services

Rm. 8-C 2F Prime Place Estate, Diversion Rd.,

Panicsican, San Juan, La Union

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES CITY GOVERNMENT OF BAGUIO

AFFIDAVIT

- I, *Epifania Abad*, of legal age, *Single*, *Filipino*, and residing at *Lafaayette Luxury Suites 1 Military Cut-Off, Baguio City, 2600 Philippines*, after having been duly sworn in accordance with law, do hereby depose and state that:
 - I am the duly authorized and designated representative of 1966 Real Estate Corporation doing the business with office address at Lafaayette Luxury Suites 1 Military Cut-Off, Baguio City, 2600 Philippines;
 - I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Department of the Interior and Local Government Regional Office I accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
 - 1966 Real Estate Corporation is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, 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. **1966 Real Estate Corporation** re is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
 - 6. None of the officers, directors, and controlling stockholders of 1966 Real Estate Corporation is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
 - 7. 1966 Real Estate Corporation complies with existing labor laws and standards; and
 - 8. **1966 Real Estate Corporation** is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

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- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Department of the Interior and Local Government Regional Office I
- 9. 1966 Real Estate Corporation did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this day of 2 9 NOV 2023, 20 at Baguio City, Philippines.

E Recelocal Epifania Abad

Bidder's Representative/Authorized Signatory TIN: 107-630-217-000

PTR No. _____ [date issued], [place issued] IBP No. [date issued], [place issued]

SUBSCRIBED AND SWORN to before me this day of 2 9 NOV 202320 at Baguio City, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me her Driver's License ID with her photograph and signature appearing thereon, with no. ID number A01-96-056573 and her Driver's License with an expiration date on May 23, 2023 at Baguio City, Philippines. JUAN ANTONIO REYES ALBERTO III NAME OF NOTARY PUBLIC City Notary Public for No. 35784 / TIN 122 443-599

Roll of Attorneys No. MCLE No.VII-0011913 / Exp. 04.14.2025

S05 Laperel Eldg., Sossion Road, Baguio City No. 218-No. 21

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Series of 2023

JANITORIAL/SANITATION MAINTENANCE AND GENERAL UTILITY SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE is made and entered into this 28th day of December, 2023 in the City of San Fernando, La Union, Philippines, by and between:

The DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT, REGIONAL OFFICE NO. 1, represented herein by DIR. JONATHAN PAUL M. LEUSEN JR., CESO III Regional Director, with office and postal address at Aguilla Road, Sevilla Norte, City of San Fernando, La Union 2500, hereinafter referred to as "CLIENT";

-and-

CLEAN AND CLEAR MANPOWER SERVICES, a company duly organized and existing under the law with office at Rm.8-C 2F Prime Place Estate, Diversion Road, Panicsican, San Juan, La Union, represented in these presents by MS. HENIE A. SANDAGA, General Manager, herein after referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CONTRACTOR is an independent company engaged in the business of furnishing sanitary, cleaning, janitorial and general utility services;

WHEREAS, the CLIENT has accepted the offer of the CONTRACTOR to provide the janitorial/sanitation maintenance and general utility services contract at DILG Regional Office I, San Fernando City, La Union;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereunder stipulated, the parties have agreed, as they do hereby agree as follows:

- I. QUALIFICATIONS: The CONTRACTOR shall provide the CLIENT with three (3) males and one (1) female janitors who possesses the following qualifications:
 - a. Physically and mentally fit to work as evidence by Health Certificate from the City Government of San Fernando, La Union;
 - b. Possesses good moral character; and
 - c. With clearance from (Barangay/Police/NBI) in support to and attestation that he has no administrative and pending case or record.
- II. That the CONTRACTOR agrees to provide the following:
 - 2.1. DAILY JANITORIAL/SANITATION MAINTENANCE AND GENERAL UTILITY SERVICES;
 - a. Sweeping, spot-scrubbing, mopping, buffing and polishing of floors and hallways, offices and lobbies of the areas;
 - b. Cleaning of trash receptacles;

- c. Cleaning, deodorizing and sanitizing of toilets and restrooms using special disinfecting agents on the wash basins, urinals, lavatories and toilet bowls;
- d. Dusting horizontal and vertical surfaces, glass tops, furniture, cabinets, inside window edges, and partition that requires daily attention;
- e. Garbage collection/disposal such as waste papers and other garbage materials;
- f. Sweeping and polishing of the front and back entrance hallways and surroundings;
- g. Sweeping and cleaning the driveways and parking areas; and
- h. Performs such other general utility and janitorial/sanitation maintenance services assigned by the CLIENT represented by the DILG RO1 head or authorized personnel in the Finance and Administrative Division in the Regional Office.

2.2. WEEKLY JANITORIAL AND SANITATION MAINTENANCE SERVICES (GENERAL CLEANING);

- a. Cleaning, washing and polishing of glass walls and glass windows (inside and outside) frame and screen;
- b. Washing, scrubbing, polishing and stripping, waxing and polishing of floors according to schedule;
- c. Cleaning and polishing of furniture, fixtures, counters, including items or equivalent that need special attention;
- d. Gardening, trimming/cutting tall grasses watering of plants and bringing out indoor planted plants;
- e. Thorough general cleaning, sanitizing and disinfecting of wash rooms and toilets together with the walls, floors, partitions and ceilings.

2.3 SEMI-MONTHLY JANITORIAL SANITATION MAINTENANCE SERVICES INSPECTION/EVALUATION;

- a. General cleaning of window panes and blinds by the janitor;
- b. Polishing of floors that include stripping, waxing as scheduled;
- c. Inspection, evaluation of the desired actions of general service, maintenance and sanitation services including materials/products, equipments concern both by the CONTRACTOR and DILG RO1 Finance and Administrative Division.

III. TERMS AND CONDITIONS

- 3.1. That the janitors shall render daily cleaning services on weekdays (Monday-Friday) for not more than eight (8) hours per day;
- 3.2. In addition to the daily cleaning, the general cleaning shall be done twice a month, at eight hour period on the 1st and 3rd Saturday every month and that the personnel to be assigned shall under the direct supervision and responsibility of the CONTRACTOR, who shall assign its own supervisor to oversee its personnel;

- 3.3. That all cleaning equipment, tools, and materials and supplies necessary for the performance of the services under this agreement shall be provided by and be charged in the account of the CLIENT and the CONTRACTOR hereby guarantees the good quality of all the equipment, tools and materials it shall use;
- 3.4. That the CONTRACTOR, hereby further warrants to hold the CLIENT free and harmless from any liability arising out of any accidents that may befall CONTRACTOR'S employees while performing their duties at the CLIENT'S premises and other places for any labor claims which the CONTRACTIOR'S employees may file against the CLIENT;
- 3.5. That for and in consideration of the services to be performed by the CONTRACTOR under this Contract, the CLIENT shall pay unto the CONTRACTOR the amount of SIX HUNDRED NINETY ONE THOUSAND FIVE HUNDRED TWO PESOS AND EIGHTY EIGHT CENTAVOS (PHP 691,502.88); equally divided in twelve monthly payments in the amount of Fifty Seven Thousand Six Hundred Twenty Five Pesos and Twenty Eight Centavos (PHP 57,625.28) made on every 15th and 30th days of the month to cover the payment of labor;
- 3.6. That the daily rate shall be subjected to adjustment in accordance to any Wage Order of the Regional Tripartite Wages and Productivity Board (RTWPB) may promulgate during the lifetime of the contract, which is from the effectivity to its expiration.
- 3.7. That overtime may be rendered and shall be upon request and approval of the CLIENT which payment shall be made separately at the rate be computed and approved by the CLIENT;
- 3.8. That it is understood and agreed that there is no absolute employeremployee relationship between the CLIENT and the janitor assigned to DILG RO1 building by virtue of this Contract;
- 3.9. That the CONTRACTOR as an employer shall retain and exercise the sole, exclusive and absolute right to reassign, suspend, terminate or impose disciplinary action over the janitor. Discipline and administration of the janitor shall be therefore conform with the rules of the CONTRACTOR;
- 4.0. This Contract shall be valid for one (1) year and shall start on January 1, 2024 to December 31, 2024, renewable upon agreement of the parties at least one (1) month before the contract expires. However, any of the parties have the right to remain, rescind and/or terminate the Contract at anytime within its duration in case the other party fails to fulfill its obligation herein, upon written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract at San Fernando City, La Union, Philippines.

JONATHAN PA I. LEUSEN, JR. CESO III

Regional Director DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT- REGION 1

HENIE A. SANDAGA

General Manager

CLEAN AND CLEAR MANPOWER SERVICES

WITNESSES:

ENGR. SHARWYN M. SANGEL, EnP. CHIEF, FAD

BILLING STAFF

FUNDS AVAILABLE:

CHRISTINE JOY F. CASUGA

Accountant III

er

CN No. 2023-12-042

ACKNOWLEDGEMENT

PROVINCE OF LAUNDONE PHILIPPINES) SAN EERNANDO CITY SAN EERNANDO CITY SAN EERNANDO CITY		
BEFORE ME, a Notary Public for and in, personally appeared	PROVINCE OF LAUNION San Eernando City	, this
JONATHAN PAUL M. LEUSEN, JR. CESO III	TIN:	
HENIE A. SANDAGA	TIN:	

Known to me as the same persons who executed the foregoing instrument and they further acknowledge to me that the same are their free act and voluntary deed as well as that of the entities they respectively represent herein.

This agreement consisting of five (5) pages including this page where this acknowledgement is written, signed officials and their instrumental witnesses on each and every page thereof, refers to as CONTRACT for the purpose herein set forth.

WITNESS MY OFFICIAL SEAL and SIGNATURE, on the date and place above- written.

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Series of 2019 2022

Notary Public for San Fernando City and in the Province of La Union ANC No. 113-2023 valid until December 31,2024 ROLL OF ATTORNEYS No. 84224

IBP Or. No. 263220; 01-03-2023 LA UNION CHAPTER PTR O.R. No. 7442524; 01-05-2023; Tubao, La Union MCLE Compliance No. VIII- S0001870

0927-308-9920 padillajemmilyn@gmail.com



Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1 Regional Office I

Aguila Rd., Sevilla, San Fernando City, La Union

NOTICE OF AWARD

December 27, 2023

MS. HENIE A. SANDAGA
Gen. Manager
CLEAN AND CLEAR Manpower Services
Rm. 8-C 2F Prime Place Estate, Diversion Rd.,
Panicsican, San Juan, La Union

Dear Ms. Sandaga:

We are pleased to inform you that your quotation amounting to Six Hundred Ninety ONe Thousand Five Hundred Two Pesos and Eighty Eight Centavos Only (Php 691,502.88) for the Procurement of Janitorial / Sanitation Maintenance and General Utility for the period January 1, 2024 to December 31, 2024 from CLEAN AND CLEAR MANPOWER SERVICES with address at Rm. 8-C 2F Prime Place Estate, Diversion Rd., Panicsican, San Juan, La Union has been determined to be the Single Calculated and Responsive Bid (SCRB).

You are hereby required to formally enter into contract with us upon receipt of this Notice.

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligation.

Very truly yours,

JONATHAN PAULM. LEUSEN, JR., CESO III

Regional Director, DILG 1 and

Head of Procuring Entity

CONFORME:

MS. HENIE A. SANDAGA

Gen. Manager

CLEAN AND CLEAR Manpower Services

Rm. 8-C 2F Prime Place Estate, Diversion Rd.,

Panicsican, San Juan, La Union



Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT

REGION 1
Aguila Road, Sevilla, City of San Fernando, La Union
www.region1.dilg.gov.ph

BIDS AND AWARDS COMMITTEE RESOLUTION NO. 2023-53

RECOMMENDING THE AWARD OF CONTRACT FOR NEGOTIATED PROCUREMENT TO CLEAN AND CLEAR MANPOWER SERVICES FOR THE JANITORIAL / SANITATION MAINTENANCE AND GENERAL UTILITY SERVICES FOR CY 2024

WHEREAS, as mandated under RA 9184 otherwise known as "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations, the Bids and Awards Committee (BAC) of the DILG Regional Office 1 adheres to the principles of transparency and competitiveness governing this Act;

WHEREAS, the Procuring Entity intends to procure Janitorial / Sanitation Maintenance and General Utility Services for CY 2024 under Small Value Procurement with an Approved Budget for the Contract (ABC) of Seven Hundred Fifty Thousand Pesos (Php750,000.00);

WHEREAS, on October 23, 2023 the BAC Members declared a second failure of bidding and recommended to HoPE to resort to Negotiated Procurement as the mode of procurement; and to adopt Negotiated Procurement in accordance to Section 53.1 of the same Act.

WHEREAS, the Procuring Entity directly negotiated to the following potential service providers: Clean and Clear Manpower Services, Elyu Cleaners Corp., and Desseret Manpower and Janitorial Services;

WHEREAS, on October 30, 2023, after thorough review and evaluation by the BAC assisted by the Technical Working Group, only Clean and Clear Manpower Services submitted complete eligibility requirements;

NOW THEREFORE, WE, the BAC Members, RESOLVE, as it is hereby RESOLVED:

- To declare Clean and Clear Manpower Services as the Single Calculated and Responsive Bidder (SCRB) with a quotation of Six Hundred Ninety One Thousand Five Hundred Two Pesos and eighty eight centavos (P691,502,88);
- 2. To recommend to the HOPE the award of contract to the SCRB pending the approval of the 2024 GAA.

RESOLVED, further to furnish a copy of this Resolution to the Finance and Administrative Division (FAD) for their appropriate action.

ADOPTED: G Regional Office 1 Conference Room, November 7, 2023 via Hybrid Conference.

Certified Correct:

ALETHE A. CEDO
Head, BAC Secretariat

OH CEAOS ATTY. CHESTER S. CAYABAS-DIWAS

BAC Member

RHODORA G. SORIANO BAC Member Attested by:

LESLIE CAROL L. ISIP

LILY-ANI Z. VICTORIO

SETY ZORAYDA S. PEREZ BAC Member/ End-User

BENEDICTA M. BARNACHEA
BAØ Vice-Chairperson

PEDRO D. GONZALES
BAC Chairperson

APPROVED / DISAPPROVED:

JONATHAN RAUL IN LEUSEN, CESO III Regional Director/ HOPE

"Matino, Mahusay at Maaasahan"

Tel. Nos. (072) 888 2108 • 888 2289 • 888 2294 • 888 3106 888 7695 • 607 1245 • 607 1531 • 607 4467 to 70