



Republic of the Philippines  
Department of Health  
**WESTERN VISAYAS MEDICAL CENTER**  
Mandurriao, Iloilo City  
Fax No. (033) 321-1797

**BIDS AND AWARDS COMMITTEE  
(GENERAL SERVICES)**

**NOTICE OF AWARD**

October 06, 2017

**Ms. Bernardita C. Oso**

Domber Security Agency and Manpower Services Inc.  
Block 5, Lot 6, Bolilao  
Mandurriao, Iloilo City

Dear Ms. Oso:

We are happy to notify you that you have been post qualified by the Hospital Bids and Awards Committee and found to be the Lowest Calculated and Responsive Bid for Janitorial Services for Western Visayas Medical Center.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the instructions to Bidders.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provide, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty Percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect total amount of security



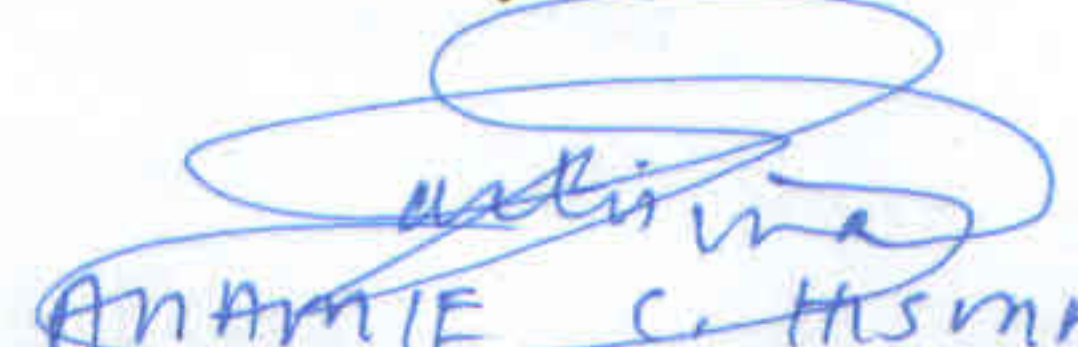
Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,



**JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA**  
Medical Center Chief II

Received by the Bidder:



ANAMIE C. HASMAÑA

Authorized Representative

Date: OCTOBER 9, 2017





**BAC Resolution Declaring LCRB and Recommending Approval**

**RESOLUTION NO. 04-2017- B**

WHEREAS, the Western Visayas Medical Center advertised the Invitation to Apply for Eligibility and to Bid of the Supply and Delivery of Hospital Services (Janitorial Services) in a newspaper of nationwide general circulation and posted various location in the premises Western Visayas Medical Center, the G-EPS, continuously for 14 days;

WHEREAS, One (1) purchased and submitted bid documents on September 25, 2017 and passed the preliminary examination of bids;

WHEREAS, the bid proposal of the bidder was found to be substantially complying:

Bidder Identification/Name	Bid as Read Amount (₱)
Domber Security Agency & Manpower Services Inc.	12,000,000.00

WHEREAS, the detailed evaluation of bids conducted on September 26, 2017 resulted in the following:

Bidder Identification/Name	Bid as Calculated Amount (₱)
Domber Security Agency & Manpower Services Inc.	12,000,000.00

WHEREAS, upon careful examination, validation and verification of all the eligibility, technical, financial and post qualifications requirements submitted by the Bidder with the Lowest Calculated Bid, the bid of the Domber Security Agency & Manpower Services Inc. have been found to and be responsive;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED:

- To declare :
- Domber Security Agency & Manpower Services Inc. as the Bidder with the Lowest Calculated and Responsive Bid for the Supply and Delivery of Hospital Services (Janitorial Services);
- To recommend for approval by the Medical Center Chief of the Western Visayas Medical Center the foregoing findings.

RESOLVED, at the Western Visayas Medical Center, this 6th day of October 2017.

  
RUDEL JARANILLA, RN, MAN  
BAC Chairman

MA. STELLA PASPE, MD  
BAC Vice Chairman

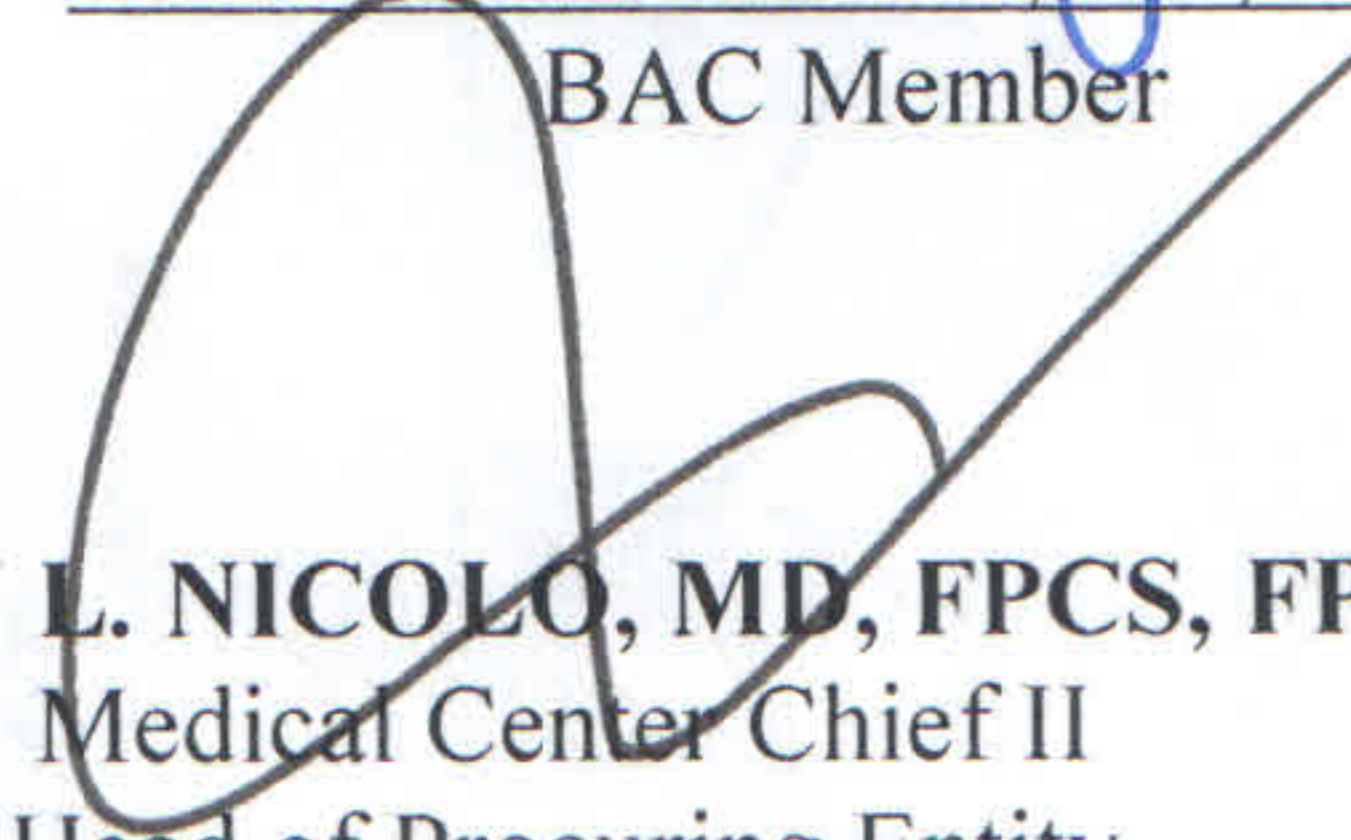
  
STEPHANIE ABELLO, MD  
BAC Member

  
FELICE MOLINA, MD  
BAC Member

  
MA. ELENA WENDAM, RSW  
BAC Member

  
EDEN SHIZ PARPA, RN, MAN  
BAC Member

  
CHERYL DUEÑAS, RN, MAN  
BAC Member

  
JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA  
Medical Center Chief II  
Head of Procuring Entity

Approved on \_\_\_\_\_





**WESTERN VISAYAS MEDICAL CENTER**

Mandurriao, Iloilo City  
Telephone No. (033) 321-3723  
Telefax No. (033) 321-1797

October 26, 2017

**NOTICE TO PROCEED**

**Ms. Bernardita C. Oso**

Domber Security Agency and Manpower Services Inc.  
Block 5, Lot 6, Bolilao  
Mandurriao, Iloilo City

Dear Ms. Oso:

The attached Contract Agreement having been approved, notice is hereby given to Domber Security Agency and Manpower Services Inc., that services may commence within 30 days effective after the receipt of this notice, on the Contract of Supply and Delivery of Hospital Services (Janitorial Services) publicly bidden last September 25, 2017.

Thus you shall be responsible in performing the services under the terms and conditions of the Contract Agreement and in accordance with its provisions.

Please acknowledge the receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Procurement Office.

Very truly yours,

**JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA**  
Medical Center Chief II

I acknowledge receipt of this Notice on Oct. 27, 2017

Name of the Representative of the Bidder: Bernardita C. Oso

Authorized Signature: [Signature]



## Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into on this 11th day of October 2017 by and between:

The **WESTERN VISAYAS MEDICAL CENTER**, a DOH Retained Tertiary Teaching Training Hospital, with office address at Q. Abeto Street, Mandurriao Iloilo City herein represented by **JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA**, Medical Center Chief II, hereinafter referred to as the "**MEDICAL CENTER**",

The **DOMBER SECURITY AGENCY & MANPOWER SERVICES INC.** represented herein by **BERNARDITA C. OSO**, with principal address at Block 5, Lot 6, Bolilao Mandurriao, Iloilo City, hereunder referred to as the "**SERVICE AGENCY**";

WITNESSETH that:

WHEREAS, the MEDICAL CENTER through its Bids and Awards committee conducted a public bidding on the 25<sup>th</sup> day of September 2017, and has found the SERVICE AGENCY as the Calculated and Responsive Bidder for its Security Services with the bid offer of **TWELVE MILLION PESOS only (12,000,000.00)** ;

WHEREAS, the SERVICE AGENCY is found to be complying to all post qualification documents required by the Hospital BAC, has submitted its Performance Security to guarantee its faithful performance for the completion of the contract of janitorial services through STRONGHOLD Insurance Company Incorporated , in the sufficient amount **THREE MILLION SIX HUNDRED THOUSAND PESOS ( 3,600,000.00)** which forms part of this Contract of Agreement;

WHEREAS, the SERVICE AGENCY agree to a three (3) year contract commencing on November 01, 2017 to October 31, 2020, and the bid price shall be fixed for the initial year and only subject to adjustment on the following conditions:

1. If there is an increase in the minimum daily wage pursuant to law or new wage order issued after date of bidding , and such minimum wage affects the existing bid price;
2. If there is an increase in taxes;
3. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security , the resulting cost of said increase provided that the ABC for the relevant year is not exceeded

WHEREAS, the SERVICE AGENCY shall maintain a very satisfactory level of performance throughout the term of the contract based on the prescribed set of performance criteria of the MEDICAL CENTER's Waste Management Committee;

WHEREAS, before end of each year, the Medical Center shall conduct an assessment of performance of the SERVICE AGENCY through the MEDICAL CENTER's Waste Management Committee;

WHEREAS, the SERVICE AGENCY shall provide a monthly Notice of Payment to the Medical Center along with the required documents including the latest copies of remittances to BIR, SSS and PHIC;

WHEREAS, the MEDICAL CENTER is obliged to pay monthly the Service Agency upon completion of all required documents subject to government accounting and auditing rules and regulations;

JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA  
MEDICAL CENTER CHIEF II

ESTHER J. NIEVALES, MBA  
CHIEF ADMINISTRATIVE OFFICER

MARY MAE G. PEÑAFLORIDA, CPA, MM  
ACCOUNTANT IV

BERNARDITA C. OSO  
Supplier's Authorized Representative

BERNARDITA C. OSO



WHEREAS, the Eligibility documents, Technical Specifications, the Scope of Works and the Financial Tender, offered by the SERVICE AGENCY during the Public Bidding and found to be the most calculated and responsive offer from part of this CONTRACT of AGREEMENT;

Now therefore, for and in consideration of the foregoing premises, and the terms and conditions hereunder enumerated, the Parties hereto have agreed and do hereby agree as follows:

1. That the SERVICE AGENCY shall provide 24-hour janitorial services for the MEDICAL CENTER in accordance to the Scope of Works it offer; areas also include the Pototan Mental Health Unit (PMHU) for brevity;

2. That the SERVICE AGENCY shall deploy personnel who are physically, emotionally, mentally, psychologically fit, non-smoker, non-alcoholic drinker;

3. That the SERVICE AGENCY upon request of the MEDICAL CENTER shall replace any staff whose behavior, conduct and performance is found below very satisfactory and shall immediately provide relievers;

4. That the MEDICAL CENTER shall not be responsible for any claim for personal injury or damage to any of the SERVICE AGENCY's staff or to third persons, where such injury or death arises out of, or in cases of the unlawful performance of duty of the SERVICE AGENCY's staff;

5. That the SERVICE AGENCY shall guarantee payment to the MEDICAL CENTER for any losses or damages that has been established to be due to the unlawful act or negligence or fault on the part of the SERVICE AGENCY's staff, provided that the MEDICAL CENTER shall report within (24) hours from the discovery of such act. That SERVICE AGENCY shall not in any way liable for losses or damaged to properties due to force majeure or fortuitous event. The liability of the Service Agency once established and substantiated for the losses or damages suffered by the MEDICAL CENTER, at the option of both parties, either shall be replaced by the SERVICE AGENCY or the money value deducted from the fees of the SERVICE AGENCY;

6. The SERVICE AGENCY shall certify the correctness of daily records of attendance of its staff as requirement for the monthly payment of their services, provided that the MEDICAL CENTER may verify questionable entries;

7. Persons assigned by the SERVICE AGENCY to perform the janitorial services called under this contract shall remain its employees, as such the SERVICE AGENCY warrants that it fully and faithfully comply with all laws and regulations, the observance of the labor provisions under the Labor Code of the Philippines, Social Security Act, and other existing laws and their implementing rules and regulations involving labor services, as such MEDICAL CENTER shall not be jointly or solidarily liable for any money claims of the personnel against the SERVICE AGENCY that may be awarded by any quasi-judicial agencies or other court.

8. Seven days before the commencement of this contract, the SERVICE AGENCY shall provide the MEDICAL CENTER through the **Chief Administrative Officer** a list of personnel that shall be deployed and certified to be physically, mentally, psychologically fit and cleared from criminal liabilities or any administrative charges;

9. All taxes payable to the government arising from this contract shall be borne by the Service Agency;

10. The SERVICE AGENCY shall be responsible for the ID's and Uniforms of their staff upon deployment to the MEDICAL CENTER, and that none of the SERVICE AGENCY staff shall go on duty without the proper uniform, identifications;

JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA  
MEDICAL CENTER CHIEF II

ESTHER J. NIEVALES, MBA  
CHIEF ADMINISTRATIVE OFFICER

MARY MAE G. PENAFLORIDA, CPA, MM  
ACCOUNTANT IV

BERNARDITA C. OSO  
Supplier's Authorized Representative

ARMANDO C. ITSMANIN



11. That the SERVICE AGENCY shall strictly abide by the Waste Management and Infection Control Policies of the Medical Center; provided that any injury arising during their active duty and it is established that no negligence on the concerned SERVICE AGENCY staff, the MEDICAL CENTER shall provide the most available medical assistance to prevent serious injury;

12. If based on the assessment of the MEDICAL CENTER, it may pre-terminate the contract for failure by the SERVICE AGENCY to perform its obligations thereon following the procedure prescribed under the Guidelines on termination of Contract issued by the Government Procurement Policy Board under Resolution Number 018-2004 dated December 22, 2004;

IN WITNESS THEREFORE, the parties have hereunto affixed their signatures on the date and place first above written.


WESTERN VISAYAS MEDICAL CENTER  
By:

JOSEPH DEAN L. NICOLO, MD, FPCS, FPSGS, MPA  
MEDICAL CENTER CHIEF II

DOMBER SECURITY & MANPOWER SERVICES INC.  
By:

BERNARDITA C. OSO  
AUTHORIZED REPRESENTATIVE

Signed in the presence of:

  
ESTHER J. NIEVALES, MBA  
CHIEF ADMINISTRATIVE OFFICER

  
MARY MAE G. PEÑA FLORIDA, CPA, MM  
ACCOUNTANT IV

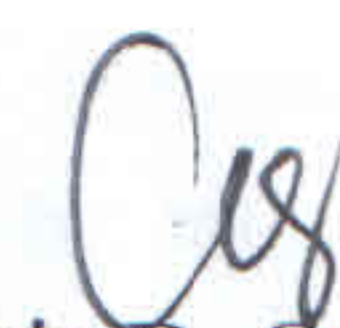
Republic of the Philippines )  
Province/ City of Iloilo )S.S  
X-----X

#### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for in the City of Iloilo, this 11/2/17 personally appeared the **JOSEPH DEAN L. NICOLO**, with TIN No. 116-476-985 and **BERNARDITA C. OSO**, with ID NO. 07-0906-2080 issued on \_\_\_\_\_ at Iloilo City, all known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged that the same is their free and voluntary act and deed as well as that the entity that they respectively represent.

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

Doc. No. 582;  
Page No. 18;  
Book No. 1;  
Series of 20 17.

  
Cynthia D. Cabangal-Ng  
Notary Public  
Commission No. 115 until 12/31/2017  
PTR No. 5747437; 2/2/17, Iloilo City  
IBP No. 43363  
MCLE V- 0001793; 4/12/14, Pasig City