



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 25-017

ITB NO.25-009: PROVISION OF ONE (1) YEAR INDOOR JANITORIAL SERVICES

WHEREAS, the end-user, General Services Division of the Administrative Services Department submitted a request to procure Provision of One (1) Year Indoor Janitorial Services;

WHEREAS, there are funds available and allotted for this purpose as evidenced by the inclusion of the project in the CCP Annual Procurement Plan;

WHEREAS, a Pre-Procurement Conference was held on 03 June 2025;

WHEREAS, The Cultural Center of the Philippines (CCP) Bids and Awards Committee (BAC), posted the Invitation to Bid for the procurement of **Provision of One (1) Year Indoor Janitorial Services** in the CCP website, the PhilGEPS, and at conspicuous places at the premises of the CCP from 15 June 2025 to 08 July 2025 with an Approved Budget for the Contract in the amount of **Thirteen Million One Hundred Forty-Eight Thousand Three Hundred Forty-Six Pesos and Twelve Centavos (Php13,148,346.12)** inclusive of VAT and other applicable government taxes;

WHEREAS, a Pre-Bid Conference was held on 24 June 2025 and was attended by the following prospective bidders:

1. LSERV Corporation

WHEREAS, in response to said posting, the following prospective bidders purchased the bidding documents:

1. LSERV Corporation

WHEREAS, the CCP-BAC received requests for clarification regarding the bidding documents of the abovementioned project;

WHEREAS, to address the concerns and ensure clarity and transparency in the bidding process, the CCP-BAC issued Bid Bulletin No. 1 on 01 July 2025 that was also posted on the PhilGEPS Website;

WHEREAS, during the opening of bids on 08 July 2025, LSERV Corporation was found “eligible/compliant with the eligibility requirements;

WHEREAS, during the opening of Envelope No. 2: Financial Proposal, the bid offer was as follows:

Name of Bidder	Bid Amount (As Read)
LSERV Corporation	Php13,141,130.88

WHEREAS, upon detailed evaluation of bids, the Bid Evaluation resulted in the following:



Bidder's	Technical Component	Financial Component	Bid Amount as Calculated	Rank
LSERV Corporation	Passed	Passed	Php13,141,130.88	Single Calculated Bid (SCB)

WHEREAS, after careful examination, validation, and verification of all the submitted eligibility, technical, and financial documents, the CCP-BAC found **LSERV Corporation** as **RESPONSIVE**.

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

- a. To declare **LSERV Corporation** as the Single Calculated Responsive Bid (SCRB).
- b. To recommend for approval of the CCP Board of Trustees as the Head of the Procuring Entity, to award the project **Provision of One (1) Year Indoor Janitorial Services** with a total contract price of **Thirteen Million One Hundred Forty-One Thousand One Hundred Thirty Pesos and Eighty-Eight Centavos (Php13,141,130.88)** inclusive of VAT and other applicable government taxes.

Resolved and signed this **7th day of August 2025**.

Recommending Approval

ABSENT

ZHAMANTA ANGELIQUE KYLE K. PESCADERO
Member



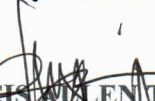
MARLENE T. SISON
Member



MARIBEL N. CUMBE
Member

ABSENT

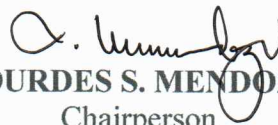
VALINE MAE D. CALMERIN
Member



ATTY. FRANCIS VALENT T. PALIGAN, JR.
Member

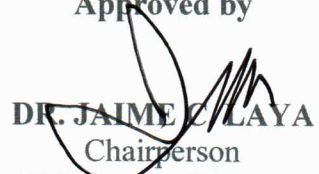
ABSENT

EUGENE A. DE LOS SANTOS
Co-chairperson



LOURDES S. MENDOZA
Chairperson

Approved by



DR. JAIME C. LAYA
Chairperson
CCP Board of Trustees
Head of the Procuring Entity



Cultural Center of the Philippines

SENTRONG PANGKULTURA NG PILIPINAS

NOTICE OF AWARD

7 August 2025

MR. GENEROSO T. CANLAS, JR.

Vice President - Account Management Group-Government

LSERV CORPORATION

21F Petron Megaplaza Bldg.

358 Sen, Gil Puyat, Makati City

Dear Mr. Canlas,

The Cultural Center of the Philippines hereby awards in your favor the project **“Provision of One (1) Year Indoor Janitorial Services”** in the amount of **Thirteen Million One Hundred Forty-One Thousand One Hundred Thirty Pesos and Eighty-Eight Centavos (Php13,141,130.88)** inclusive of VAT and other applicable government taxes.

To guarantee the faithful performance of obligations, you are hereby required to post within ten (10) calendar days from receipt hereof, a performance security in any of the following forms:

Form of Performance Security	Amount
Cash, cashier's/manager's check issued by a Universal or Commercial bank	Five percent (5%) of the total contract price
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial bank; provided, 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	Thirty percent (30%) of the total contract price

Your failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Please signify your conformity by affixing your signature and the date of signing on the space provided below. Kindly return the duly signed Notice of Award to the BAC Secretariat, CCP Admin and Finance Building, CCP Complex, Roxas Boulevard, Pasay City or thru email address regie.profeta@culturalcenter.gov.ph.

Please be guided accordingly.

Thank you.

Very truly yours,

DR. JAIME C. LLANERA
Chairperson
CCP Board of Trustees

MR. GENEROSO T. CANLAS, JR.
Vice-President, Account Management Group
Government Sector

ACCEPTANCE/CONFORME: _____ Date: _____
Signature over Printed Name





Cultural Center of the Philippines

SENTRONG PANGKULTURA NG PILIPINAS

Contract No.: BAC-CON25-013

CONTRACT OF SERVICE PROVISION OF 1-YEAR INDOOR JANITORIAL SERVICES

THIS AGREEMENT made this ____ day of _____, 2025, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation established by virtue of Presidential Decree No. 15, series of 1972, located at CCP Complex, Roxas Boulevard, Pasay City, duly represented herein by its Chairman, JAIME C. LAYA (hereinafter called "the CCP");

and

LSERV CORPORATION, a private corporation created under and by virtue of the laws of the Republic of the Philippines with office address at Units C & D, 21st Floor, Petron Mega Plaza, 358 Gil Puyat Avenue, Makati City, represented herein by its President, **JOSEPH V. ANGELES**, hereinafter referred to as the "SERVICE PROVIDER".

ANTECEDENTS:

WHEREAS, On June 24, 2025, the CCP Bid and Awards Committee (CCP-BAC) conducted the Pre-bid Conference and was attended by one potential bidder, LSERV Corporation;

WHEREAS, On July 8, 2025, the opening of bids was conducted by the CCP-BAC with one participating bidder, LSERV Corporation, who complied with all the eligibility requirements;

WHEREAS, the CCP-BAC recommended to award the project through BAC Resolution No. 25-017 dated August 7, 2025 to LSERV Corporation with a total contract price of Thirteen Million One Hundred Forty-One Thousand One Hundred Thirty Pesos and Eighty-Eight Centavos (Php13,141,130.88) inclusive of VAT and other applicable government taxes;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

3. **SCOPE OF WORK** (As per TOR):

4. **CONTRACT PRICE / MANNER OF PAYMENT**

4.1 For and in consideration of the foregoing services to be rendered by the Service Provider to the CCP, the latter shall pay to the former the contract amount of TWELVE MILLION TWO HUNDRED NINETY THOUSAND FIFTY-SIX AND 86/100 PESOS (Php12,290,056.86) VAT inclusive, plus 13th month pay and the 5-day service incentive leave in the amount of EIGHT HUNDRED FIFTY-ONE THOUSAND SEVENTY-FOUR AND 02/100 PESOS (Php851,074.02) VAT inclusive, which will be paid to the Service Provider in full at the end of each year after proof of payment by the Service Provider to its personnel is submitted to the CCP;



4.2 The Service Provider shall submit the following for processing of payments:

4.2.1 Bi-monthly billing statements and its supporting documents one month after rendering service;

4.2.2 Proof of monthly remittances of SSS, Philhealth, Pag-Ibig premiums, ECC and E-Credit from the depository bank as reference;

4.2.3 All deductions should be enumerated in the pay slip (medical, uniforms, insurance, etc.);

4.2.4 Copy of pay slips, signed by the employees and payroll journal/register duly certified by the authorized representative of the Service Provider, timecards, and abstract/summary of attendance concurred by the authorized representative of CCP; and

4.2.5 Other documents as may be required by the CCP for accounting and auditing purposes.

5. CONTRACT DURATION

5.1. Upon execution and approval of the Contract, its duration shall commence upon receipt of the Notice to Proceed (NTP) and will be effective for a period of twelve (12) months or 1 year. Notwithstanding any contrary provisions, CCP reserves the right to terminate this contract for any reason without requiring judicial action, by giving thirty (30) days written notice to the Service Provider who hereby agrees to abide by CCP's decision.

5.2. The CCP shall have the sole option to renew the Contract through a written notice of such intent sent to the Service Provider within (30) days prior to the expiry date hereof under such terms and conditions as may be agreed upon between the parties provided that such renewal is permissible by law.

6. EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed and understood that the Service Provider is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the Service Provider or his personnel or agents, on the other. Hence, the CCP shall not in any way be liable or responsible for any personal injury including death, or damage to property, sustained or caused by any of the employees of the Service Provider in the performance of the Service Provider's obligations and undertakings under this Contract. The Service Provider shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by its personnel or employees under applicable laws and social legislation. The Service Provider hereby holds the CCP and its officials free and harmless from any and all such claims and liability.

7. TERMINATION AND PAYMENT OF WAGES

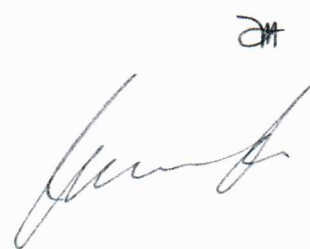
7.1. The Service Provider shall notify the CCP before any of its employees assigned to CCP is separated from service or replaced and the reason thereafter. CCP may request for the replacement of any employee assigned to it if it deems that such employee is unfit to render the required services.

7.2. Non-compliance by the Service Provider on the payment of mandatory wage rate and benefits package as provided for in the Labor Code of the Philippines, latest Wage Order and other existing legislation at the time both parties entered into this Contract or as paid by the CCP shall serve as a sufficient basis of the termination of this Contract.

7.3. Should there be Wage Orders or legislation promulgated to increase the minimum wage of workers during the term of this Contract that necessitates a revisiting of this Contract, the parties hereby agree to meet immediately in order to agree to any adjustments in the contract amount in order to ensure compliance with minimum wage increases and correcting wage distortions, if any.

8. REPRESENTATION AND WARRANTIES

The Service Provider hereby represents and warrants that:



8.1 The services herein shall be performed in conformity with good housekeeping and indoor maintenance practices.

8.2 It has all the requisite power, authority and capacity to enter into this Contract and to perform its undertakings and obligations according to the terms and conditions hereof.

8.3 The execution and performance of this Contract does not and will not violate any provision of law, ordinance, executive or administrative order rule or regulation, or any judgment, order or decree of any court or government authority or any provision of a contract, agreement, instrument or transaction to which it is or will be a party.

8.4 It shall not bring any unreasonable or unfounded action or suit intended to stifle, prevent, delay, stop or otherwise interfere with the exercise by the CCP of any of its rights and privileges under this Contract.

8.5 It has taken all the necessary and proper governmental and/or legal action, and secured all necessary and proper approvals, clearances, permits and authorization for the execution and performance of this Contract.

8.6 It has not given or promised to give any money, gift or benefit to any official or employee of the CCP to obtain/procure this Contract.

9. INDEMNITY

9.1. The Service Provider shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all liabilities, damages, expenses, losses, injuries including death due to the fault, negligence, act, omission, delay or conduct of the Service Provider and/or its employees or agents in the performance of its undertakings and obligations under this contract;

9.2. The Service Provider shall hold the CCP free and harmless from, and shall indemnify the CCP for, any all claims, suits, action and demand by reason of this Contract or its implementation, or non-observance by the Service Provider of any law, ordinance, executive or administrative order, rule or regulation, or any term or condition of this Contract, except if the claims, suits, action and demand is due to the acts, omission, fault and/or negligence of CCP.

10. AMENDMENTS:

Any amendment to this Agreement shall be made in writing and signed by the CCP and the SERVICE PROVIDER

11. SETTLEMENT OF DISPUTES:

All actions, disputes, and controversies that may arise from, or in relation to, this Contract involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion.

Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2001." Whenever necessary to promote Arbitration or to seek judicial relief, the Parties agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court of Pasay City, to the exclusion of other courts of equal jurisdiction.

12. SEPARABILITY CLAUSE:

If any provision of this Contract is declared invalid, all other provisions not affected thereby shall remain valid. To overturn the invalidity, the parties may amend or modify said provision/s in conformity with the objective of this Contract.



A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.



A handwritten mark or signature in black ink, located on the right margin of the page.

13. ENTIRE AGREEMENT:

This contract represents the entire agreement and the attached documents shall constitute an integral part of the agreement, except as otherwise modified or amended by the mutual agreement of the parties, subject to compliance with the R.A. No. 12009 and contract review of the Office of the Government Corporate Counsel (OGCC).

14. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.

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.

SIGNED by the PARTIES on _____, at Pasay City, Philippines.

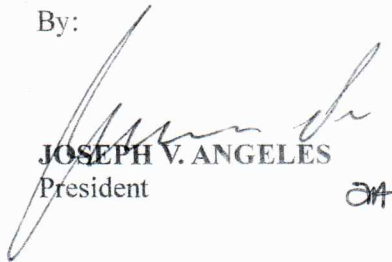
CULTURAL CENTER
OF THE PHILIPPINES

LSERV CORPORATION

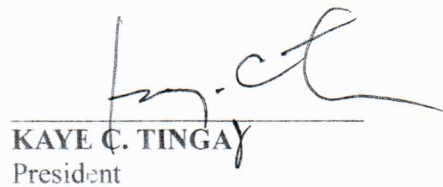
By:

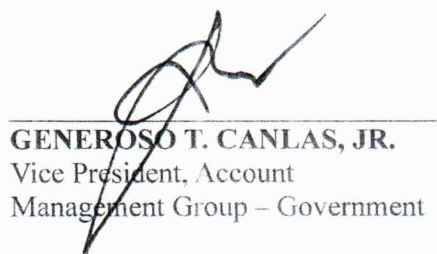
By:


JAIME S. LAYA
Chairman

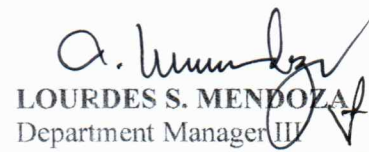

JOSEPH V. ANGELES
President

SIGNED IN THE PRESENCE OF:


KAYE C. TINGAY
President


GENEROSO T. CANLAS, JR.
Vice President, Account
Management Group – Government

WITHIN BUDGET:


LOURDES S. MENDOZA
Department Manager III
Financial Services Department
5021202000(08) P1.647.641.34 (Nov.16 - Dec.31, 2025)
5021202000(08) 11,498,489.52 (Jan.1 - Nov.15, 2026)

25 - 12 - 3393

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ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the City of _____ on this NOV 12 2025 day of _____ 2025 personally appeared the following person:

NAME	IDENTIFICATION DOCUMENT	EXPIRY DATE
JAIME C. LAYA	Passport No. P2436933b	03 July 2029
JOSEPH V. ANGELES	National ID No. 5283-0125-9426 - 4967	

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of eleven (11) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each of every page thereof.

SIGNED AND SEALED on NOV 12 2025 2025 in _____

Doc. No. 338 ;
Page No. 69 ;
Book No. 19 ;
Series of 2025



[Handwritten Signature]

ATTY. CECILIA M. TUAZON
Notarial Commission No. M-136
Notary Public for Makati City until December 31, 2025
Roll No. 58750
IBP No. 492611/ 02 January 2025/ Manila IV
PTR No. 1046643/ 02 January 2025/ Makati City
MCLE Compliance No. VIII-0018312
21 F Petron Mega Plaza
Building 358 Sen. Gil Puyat Avenue, Makati City
09175170113; cmtuazon@lserv.com.ph

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Initials]

