

BID DOCUMENTS

TERMS OF REFERENCE (TOR)

CY 2021 JANITORIAL SERVICES CONTRACT
DOE-VFO 3/F Escario Building, Escario St., Capitol Site, Cebu City

I. BACKGROUND

The Department of Energy – Visayas Field Office (DOE-VFO) located at the 3rd and 5th Floor of Escario Building, Escario St., Capitol Site, Cebu City, as **CLIENT**, needs the services of a duly licensed, competent and responsible janitorial service **CONTRACTOR** who shall render janitorial and hygienic pest and rodent control services (except termite control), for the maintenance and sanitation of **CLIENT's** premises to include the supply of necessary janitorial equipment, materials and supplies.

II. GENERAL OBJECTIVE

The **CONTRACTOR** will maintain the sanitation and hygiene of the DOE-VFO office premises throughout the Contract Period covering ten month period from 01 March 2021 to 31 December 2021 unless sooner terminated for any cause by **CLIENT** by giving **CONTRACTOR** a thirty (30) day prior written notice of termination.

III. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the contract (ABC) is Php 550,000.00.

IV. MANPOWER (3 Personnel)

3 Janitors (5 days a week, 8 hours a day), Monday- Friday except Saturday, Sunday and Holidays

V. SCOPE OF WORKS

The maintenance and sanitation services shall include, but shall not be limited to the following:

a. Daily services (Monday to Friday)

1. Sweeping, scrubbing, mopping, and polishing of floors;
2. Cleaning, dusting and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage thru waste segregation management to include implementation of trash bags using color scheme;
3. Cleaning of rooms, walls, doors, and fixtures. Sanitizing of toilets and washrooms using special cleaning and sanitizing solutions in basins and toilet bowls;
4. Sweeping and cleaning of service roads, pathways, sidewalks, and adjoining premises.
5. Watering, cultivation of plants, and removal of weeds.
6. Vacuuming of carpeted rooms, offices, conference rooms; and
7. Do other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings, etc.

b. Once every week services

1. General cleaning of walls and ceilings including wall decorations and lighting diffusers.
- c. Once every quarter services
 1. Hygienic Pest and Rodent Control Services which shall be conducted once every quarter during the term of this Contract and upon the request of CLIENT when the need arises.

Scope of Services :

1. Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects;
2. Spraying which consists of application of residual formulation of pesticide on surface likely frequented by pests or insects, as well as all probable hiding and breeding places, including laying out of rat killer poison pastes and granules, mouse traps and fly papers to places where rats/mice are usually seen; and
3. Provision of at least two (2) operational big mousetraps throughout the Contract period and application of rat killer poison pastes and granules as necessary, fly papers to catch small rats especially at office corners, back of credenza, filing cabinets and under the tables where rats are usually seen.

CONTRACTOR'S RESPONSIBILITIES

- a. Timely monthly full payment of wages to their personnel assigned at **CLIENT's** premises;
- b. At the end of each Semester, **CLIENT** shall rate **CONTRACTOR** of its monthly accomplishment/performance including the timely delivery of equipment, submission of reports as required, discussion of action plans/activities, and other related matters.
- c. Submission to DOE-VFO Director or his authorized representative of the respective Police Clearance, NBI Clearance, Barangay Clearance, Medical Certificate of all its personnel to be assigned to **CLIENT** prior to deployment or assignment to **CLIENT's** premises. **CLIENT** may refuse to accept any janitor from **CONTRACTOR** for being a security risk, health risk, and not compliant with the requirements.
- d. Contractor shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the **CLIENT** and other agencies. For This purpose, Contractor shall provide the necessary supplies and materials to ensure the safety of its service personnel.

VI. TOOLS, EQUIPMENT, SUPPLIES AND MATERIALS

See attached Annex "A"

A penalty of **P100.00 per day per Equipment** shall be imposed against **CONTRACTOR** starting on the 2nd day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P500.00 per day starting on the 5th day** after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

The cost of undelivered supplies and materials shall be deducted from the **CONTRACTOR's** monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of the **CONTRACTOR** or the **CLIENT's** ABC itemized cost, whichever is higher.

For proper and effective monitoring of deliveries, the equipment, supplies and materials shall be delivered directly to the Admin Section of the **CLIENT** which is directly in-charge of the supervision of janitorial services.

VII. PENALTY for ABSENCES without RELIEVER

A penalty of P500.00 per day per janitor/tress shall be imposed against **CONTRACTOR** starting on the 2nd day of absence of the concerned personnel without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

VIII. INSURANCE/SECURITIES

The **CONTRACTOR** shall submit to **CLIENT** within ten (10) calendar days from receipt of the Notice of Award (NOA) a Performance Security in the form of cash, Manager's Check, Cashier's Check, Letter of Credit issued by a reputable bank, Surety Bond callable on demand issued by the Government Service Insurance System (GSIS) and/or by any surety or insurance companies duly registered and accredited by the Office of the Insurance Commissioner, or a combination thereof, in accordance with the following schedule:

Forms of Security (PERFORMANCE BOND)	Minimum Amount in % of Total Contract Price
1. Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five percent (5%)
2. 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.	Five percent (5%)
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (IC) as authorized to issue such security.	Thirty percent (30%)

The Performance Security shall be submitted to **CLIENT** prior to the signing of the Contract as provided under Section 39.1 of the new IRR of R.A.9184. It shall be posted in favor of **CLIENT** and shall be forfeited in favor of **CLIENT** in the event it is established that **CONTRACTOR** is in default in any of its obligations under the Contract.

The Performance Security is conditioned upon **CONTRACTOR's** full and faithful performance and observance with all the terms and conditions of the Contract, including the payment of all wages and statutory benefits of its personnel assigned to **CLIENT**. It shall remain effective during the term of the Contract and shall continue to be in force for a period of three (3) months after expiration thereof or until 31 March 2022 unless a claim has been filed by the **CONTRACTOR's** personnel assigned to **CLIENT** against **CONTRACTOR**, in which case, it shall continue to be in full force and effect until such claims have been paid or settled. The Performance Security including other Bonds as enumerated below shall be a pre-requisite by **CLIENT** in the processing of the initial payment of **CONTRACTOR**.

CONTRACTOR shall also submit to **CLIENT** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

- a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and
- b. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost under this Contract to answer for the wages due to its personnel assigned to **CLIENT**'s premises during the lifetime of the Contract should **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

IX. COMPONENTS OF CONTRACT COST

- a. Daily Wage Rate including COLA if any or its equivalent
- b. 13th Month Pay
- c. Legal Holidays
- d. 5 Days Incentive Leave
- e. Monthly Premiums for SSS, Philhealth, ECC and PAG-IBIG
- f. Premiums for Bonds, e.g., Performance, Bid, Labor, Property Damage, Personnel Injury, etc.
- g. Cost of janitorial supplies and materials
- h. Cost of Uniforms of its personnel assigned at **CLIENT**'s premises (2 sets of polo shirt with a long pant with collar and Company Logo)
- i. Depreciation Cost of Equipment / Tools
- j. Once every quarter Pest Control and Hygienic Services
- k. Overhead and Mark-up
- l. 12% Value Added Tax (VAT)

X. BILLINGS AND PAYMENTS

CONTRACTOR to submit on or before the second day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by **CONTRACTOR** to the effect that it has paid all the wages and benefits of the janitorial personnel detailed to **CLIENT**, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-ibig, and Medicare monthly contributions. **CONTRACTOR** shall submit as proof the official copy of their remittance (monthly and/or quarterly as applicable) to said offices reflecting the names of their personnel assigned to **CLIENT**. **CLIENT** shall not process any billing submitted without the foregoing documents. Any janitorial personnel provided by **CONTRACTOR** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by **CLIENT** shall be paid his daily regular rate plus overtime based on premium rates as provided under the Labor Code.

CLIENT shall process the payments within fifteen (15) working days upon submission by **CONTRACTOR** of all required documents to be attached to the vouchers. All penalties shall be deducted from the billings for the pertinent period.

XI. BEHAVIOUR OF WORKERS AT CLIENT PREMISES

All **CONTRACTOR**'s personnel to be assigned at **CLIENT**'s premises shall strictly comply with the provisions as indicated under **Annex "B"** See attached copy.

XII. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XIII. TAXES AND FEES

Taxes, duties, fees, charges and other legal exactions arising from this Contract shall be for the account of **CONTRACTOR**. **CLIENT** shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.

XIV. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either PARTY shall take judicial action, the venue shall be laid exclusively with the proper courts in Cebu City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

XIV. RESERVATION CLAUSE

CLIENT reserves the right to rescind, terminate or abrogate the Contract with **CONTRACTOR** in any of, but not limited to, the following instances:

- a. Negligence on the part of **CONTRACTOR** resulting to material and financial losses to the government;
- b. Submission of falsified or forged license as well as other falsified documents and reports;
- c. Engagement by **CONTRACTOR** or any of its personnel assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security;
- d. Report or display of discourtesy and rudeness by any of its personnel; and
- e. Breach of obligation and the terms and conditions under this Contract;

XV. RESERVATION CLAUSE

CONTRACTOR is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XV. OTHER REQUIREMENTS TO SUBMIT (Within Three (3) Days Upon Notice that the bidder is the Lowest Calculated Bidder


- a. Business Permit
- b. Philgeps Registration Number
- c. Income / Business Tax Return
- d. Omnibus Sworn Statement
- e. Proof of monthly/quarterly remittance of premiums for SSS, EC, Philhealth, Pag-ibig within the past six (6) months
- f. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of minimum wage law for the past 6 months.

- g. Proof of 12% VAT latest payment within the past 6 months thru Electronic Payment System (EPS)
- h. Compliance to E.O. # 398
 - 1.) Tax Clearance from the BIR to prove **CONTRACTOR's** full and timely payment of taxes to the government; and

Prepared by:

ATTY. RUSS MARK T. GAMALLO
Legal Services – VFO

Approved by:


RICARDO B. DELA CRUZ
Director

**ATTACHMENT TO CY 2021
DOE-VFO CONTRACT ON JANITORIAL SERVICES
3rd and 5th floor 731 N. Escario St. Cebu City**

Annex "A"

LIST OF SUPPLIES AND EQUIPMENT/S

UNIT	PARTICULARS
2 Unit	Floor polisher
4 piece	Black pad
4 piece	Red pad
4 piece	White pad
24 piece/month (24 pcs/year)	Dishwashing liquid
24 piece/month (24 pcs/year)	Toilet bowl cleaner
12 piece/month (12pcs/year)	Furniture polish

DOE-VFO Janitorial Services Contract 2021

**ATTACHMENT TO CY 2021
DOE-VFO CONTRACT ON JANITORIAL SERVICES**

Annex "B"

**RULES AND REGULATIONS PERTAINING TO
CONTRACTOR'S JANITORIAL PERSONNEL'S OFFENSES**

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **CONTRACTOR** shall impose or apply the appropriate penalties or sanctions or corrective measures on its janitorial personnel assigned to DOE who commit such misbehavior or misconduct.

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting on **CLIENT's** premises that would adversely affect **CLIENT's** operation/activities;
- c. Commission of an illegal or immoral act within **CLIENT's** premises;
- d. Carrying prohibited weapons or banned objects within **CLIENT's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within **CLIENT's** premises or while performing work for **CLIENT** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to persons or destruction of **CLIENT's** property for which it may be held liable;
- g. Intimidations or coercion of fellow **CONTRACTORS'** workers, **CLIENT's** employees, customers, guests and/or any person, in any manner which adversely affects **CLIENT's** interests;
- h. Concealing a disease which endangers fellow **CONTRACTORS'** workers or **CLIENT's** employees and guests;
- i. Refusal to submit to or failure to meet security requirements of **CLIENT** or being in the opinion of **CLIENT**, a poor security risk;
- j. Intentionally damaging **CLIENT's** property or any property for which **CONTRACTOR's** may be held liable; and
- k. Failure to carry out instructions of superiors and/or **CLIENT's** concerned VFO personnel.

2. **Negligence of Duty**

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **CLIENT's** property that it may be held liable;
- d. Sleeping or napping while on duty; and
- e. Leaving work and/or workplace without proper relief or authorization.

3. **Insubordination**

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **CLIENT** unless such answers would violate Constitutional rights; and
- c. Insult or willful disrespect by the security personnel on the honor of any official or employee of **CLIENT** or persons transacting business with **CLIENT**.

4. **Dishonesty**

- a. Unauthorized use of **CLIENT's** resources;
- b. Stealing and attempting to steal from **CLIENT**, its employees, contractors and/or clientele;
- c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **CLIENT's** premises;
- d. Substituting material and/or object with intent to gain;
- e. Obtaining or attempting to obtain **CLIENT's** funds, equipment, products, supplies and materials through fraudulent means from **CLIENT's** suppliers, warehouses, plants or stations, and other assigned work places; and
- f. Defrauding **CLIENT** in any manner.

5. **Alcoholic Beverages or Prohibited/Regulated Drugs**

- a. Unauthorized use or possession of prohibited/regulated drugs within **CLIENT's** premises;
- b. Drinking liquor within **CLIENT's** premises except during official occasions and locations authorized by **CLIENT**;

- c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs, or with observed disturbance of mindset due depression or stress (physical or financial); and
- d. Selling or inducing any person to take prohibited/regulated drugs within **CLIENT's** premises except when duly authorized for medical reasons.

6. **Safety**

- a. Failure to observe **CLIENT's** safety rules and regulations;
- b. Carelessness with regard to safety of fellow **CONTRACTORS'** workers or **CLIENT's** employees, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **CONTRACTORS'** workers, **CLIENT's** employees or damage to **CLIENT's** property;
- d. Smoking in "No Smoking" areas within **CLIENT's** premises or property;
- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **CLIENT's** premises or property;
- f. Removing safety devices from **CLIENT's** machinery, equipment or any other property without permission;
- g. Driving **CLIENT's** vehicle recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **CLIENT's** premises;
- h. Allowing unauthorized persons to operate **CLIENT's** vehicle or equipment when the same is assigned to him/her;
- i. Driving under the influence of liquor or prohibited/regulated drugs;
- j. Intentionally destroying or damaging **CLIENT's** property or other equipment;
- k. Failure to wear safety attire when prescribed within **CLIENT's** premises;
- l. Staying after work in **CLIENT's** premises unless otherwise authorized by the VFO Director of **CLIENT**; and
- m. Unauthorized entry in restricted areas/office/closed rooms within **CLIENT's** premises.

7. **Other Acts or Omissions**

- a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at **CLIENT's** premises unless properly relieved upon the order of the VFO Director of **CLIENT**;
- b. Improper or non-wearing of **CONTRACTOR's** uniform when on-duty at **CLIENT's** premises and/or in **CLIENT's** other sites;
- c. Use of stairwell in going up and down **CLIENT's** building/s except when handling heavy items/documents/equipment wherein the elevator can be used;
- d. Discourtesy to **CLIENT's** personnel, guests, visitors and other **CONTRACTORS'** workers;
- e. Use of **CLIENT's** telephone direct line in placing outside call with charges without proper written authorization from the VFO Director of **CLIENT**; and
- f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **CLIENT's** premises.

DOE-VFO Janitorial Services Contract 2021

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] 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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not 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;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* 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;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* 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. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* 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.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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