



DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Energy Center, Rizal Drive Bonifacio
Global City, Taguig City, Philippines 1632

RFQ No.	RFQ-02-0101-2022-03-0057-0420-0040
Purchase Request No.:	02-0101-2022-03-0057

REQUEST FOR QUOTATION

Title of Procurement/End-user	: CY2022 JANITORIAL SERVICES FOR THE MINDANAO FIELD OFFICE
Mode of Procurement	: Small Value Procurement (AMP 53.9)
Bidding Terms	: 1 Lot
Delivery Terms/Schedule	: 15 Days upon receipt of Notice to Proceed
Delivery Location	: Department of Energy – Mindanao Field Office
Payment Terms	: Payment shall be processed within thirty (30) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate acceptance.

Please quote your lowest price on the items/s listed below, subject to the compliance with the Terms of Reference and Specifications. Submit the quotation following the format of the Quotation Submission Form (Annex A) in a sealed envelope duly signed by your representative at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City or through email at the following address: bacsecretariat@doe.gov.ph not later than **25 April 2022, Monday at 5PM**. LATE SUBMISSION WILL NOT BE ACCEPTED.

Terms of Reference/Specifications				
Item No.	Description/ Specification:	Quantity	Unit Price	Total ABC
1.	BACKGROUND The Department of Energy – Mindanao Field Office (DOE-MFO) located at the 3/F Tolentino Building, Candelaria Avenue, Ecoland, Davao 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.			300,000.00
2.	GENERAL OBJECTIVE The CONTRACTOR will maintain the sanitation and hygiene of the DOE-MFO office premises throughout the Contract Period covering one (1) year period from 01 January 2022 to 31 December 2022 unless sooner terminated for any cause by CLIENT by giving CONTRACTOR a thirty (30) day prior written notice of termination.			
3.	MANPOWER 1 Janitor (6 days a week, 8 hours a day)			
4.	SCOPE OF WORKS The maintenance and sanitation services shall include, but shall not be limited to the following: a. Daily services (Monday to Saturday) 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;			

	<p>4. Sweeping and cleaning of service roads, pathways, sidewalks, and adjoining premises.</p> <p>5. Watering, cultivation of plants, and removal of weeds.</p> <p>6. Vacuuming of carpeted rooms, offices, conference rooms; and</p> <p>7. Do other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings, etc.</p> <p>b. Once every week services</p> <p>1. General cleaning of walls and ceilings including wall decorations and lighting diffusers.</p> <p>c. Once every quarter services</p> <p>1. Carpet Shampooing;</p> <p>2. Hygienic Pest and Rodent Control Services (except termite control) to consist the following:</p> <p>Hygienic Pest and Rodent Control Services shall be conducted once every quarter during the term of this Contract and upon the request of CLIENT when the need arises.</p> <p>2.a Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects;</p> <p>2.b 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</p> <p>2.c 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.</p>			
5.	<p><u>CONTRACTOR's RESPONSIBILITIES</u></p> <p>a. Timely monthly full payment of wages to their personnel assigned at CLIENT's premises;</p> <p>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.</p> <p>c. Submission to DOE-MFO 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.</p>			
6.	<p>TOOLS, EQUIPMENT, SUPPLIES AND MATERIALS</p> <p>See attached Annex "B" of the Contract</p> <p>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) days' 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.</p> <p>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.</p> <p>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.</p>			
7.	<p>PENALTY for ABSENCES without RELIEVER</p>			

	<p>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.</p>			
8.	<p>COMPONENTS OF CONTRACT COST</p> <ol style="list-style-type: none"> 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) 			
9.	<p>BILLINGS AND PAYMENTS</p> <p>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.</p> <p>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.</p>			
10.	<p>BEHAVIOUR OF WORKERS AT CLIENT PREMISES</p> <p>All CONTRACTOR's personnel to be assigned at CLIENT's premises shall strictly comply with the provisions as indicated under Annex "A" of the Contract. See attached copy.</p>			
11.	<p>PERMITS AND LICENSES</p> <p>CONTRACTOR warrants obtaining and maintaining all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.</p>			
12.	<p>TAXES AND FEES</p> <p>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.</p>			
13.	<p>SETTLEMENT AND LITIGATION</p> <p>Amicable settlement of disputes. However, if either PARTY shall take judicial action, the venue shall be laid exclusively with the proper courts in Davao 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.</p>			
14.	<p>RESERVATION CLAUSE</p> <p>CLIENT reserves the right to rescind, terminate or abrogate the Contract with CONTRACTOR in any of, but not limited to, the following instances:</p> <ol style="list-style-type: none"> 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; 			

	<p>d. Report or display of discourtesy and rudeness by any of its personnel; and</p> <p>e. Breach of obligation and the terms and conditions under this Contract;</p>			
15.	<p>RESERVATION CLAUSE</p> <p>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.</p>			
<p>General Conditions:</p> <ol style="list-style-type: none"> 1. Quotation shall be valid for sixty (60) days from submission 2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. (If applicable) 3. The following documents shall be attached/included in the submission of proposal/quotation: <ol style="list-style-type: none"> a) Mayor's / Business Permit b) PhilGEPS Registration Number/Certificate c) Income /Business Tax Return d) Omnibus sworn Statement (Annex C) 4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee. 5. The Supplier shall clearly state the company name and account name for payment. 6. The price quoted is inclusive of all taxes and other charges. 7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184 otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR. 				

**ATTACHMENT TO CY 2022
DOE-MFO CONTRACT ON JANITORIAL SERVICES**

ANNEX "A"

**RULES AND REGULATIONS PERTAINING TO
CONTRACTOR'S JANITORIAL PERSONNEL 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 **CLIENT** 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 at **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** personnel, 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** personnel 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 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 janitorial 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; 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** personnel, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **CONTRACTORS'** workers, **CLIENT's** personnel 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 MFO Director or his authorized representative; 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 MFO 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 without proper written authorization from the MFO 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.
