

		PURCHASE REQUEST			
		×	Fund Clust	ter:	
Office/Section : AFD		PR No.: 2024- 02-027	Date: 12 February 2024		
		Responsibility Center Code :			
Stock/ Property	Unit	Item Description	Quantity	Unit Cost	Total Cost
11.50	lot	PROVISION OF JANITORIAL AND MAINTENANCE SERVICES	1	1,025,719.20	1,025,719.20
	101	Inclusive of the following:			
		1. five (5) janitor/janitress (Annex A)			
		2. supplies and equipment (Annex C)			
		Contract duration: 01 April to 31 December 2024			
		(See attached Terms of Reference)			
	*** NOTHING FOLLOWS***				
			T		1,025,719.2

IAPP Code: 24-048

Certified funds available based on the APP:

Keith Angela A. De Leon **Budget Officer** 

BIDS and AWARDS COMMITTEE

Date:\_\_\_\_1 4 FEB 2024

Received by: \_\_ CJh n\_





Annex A

# JANITORIAL SERVICES

Summary of Expenses 01 April to 31 December 2024

Location	No. of personnel	Shift	Monthly Salary	No. of months	Total
First Residences Bldg. Tower A (Rm. 513, 601-613)	3	7AM-4PM	22,793.76	9	615,431.52
Tower B (Rm. 620-622) Upper Ground (Rm. 15-17)	2	8AM-5PM	22,793.76	9	410,287.68
				TOTAL	1,025,719.20

BIDS and AWARDS COMMITTEE

1 4 FEB 2024

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Annex B

# COST BREAKDOWN FOR JANITORIAL SERVICES FOR CLIMATE CHANGE COMMISSION-CLIMATE CHANGE OFFICE (CCC-CCO)

#### Criteria

Daily Basic Wage (Wage Order No. NCR-24) No. of Janitor required

1. Average Monthly Wage per Janitor

5

Nine (9) months eight (8) hours duty Monday to Saturday

610.00

# A. REIMBURSIBLE COST

Contract Duration

7.00	45.004.05
a. Basic Salary <i>(610 x 314 /12)</i>	15,961.67
b. 13th Month Pay (610 x 314 /12 /12)	1,330.14
c. 5 Days Incentive Pay (DW x 5/12)	254.17
2. Monthly Contributions Paid Directly to Government per Janitor	

a. SSS Premiums 1,520.00 b. Employees Compensation Commission 30.00

319.23 c. Philhealth Premiums (2%)

100.00 d. Pag-IBIG Fund Contributions **Sub Total** 19,515.21

B. ADMINISTRATIVE OVERHEAD PER JANITOR (19,515.21 x 15%) 2,927.28

351.27

C. VALUE ADDED TAX (VAT)

Total Monthly Rate per Janitor Total Monthly Rate for Five (5) Janitors TOTAL CONTRACT RATE FOR NINE (9) MONTHS

22,793.76 113,968.80

1,025,719.20

Prepared by:

Noted by:

BHABY EDILYN V. ZAMORA

Officer-In-Oharge

Administrative and Finance Division

**BIDS and AWARDS COMMITTEE** 

1 4 FEB 2024 Date:

Received by: Cally 12.





Annex C

# JANITORIAL SERVICES Summary of Supplies and Equipment

01 April to 31 December 2024

Atleast the following equipment/supplies upon signing of contract:

Equipment	Quantity	Unit
Polisher Brush #16	1	рс
Push Brush	5	pcs
Broom (Tambo)	5	pcs
Bowl Brush	10	pcs
Hand Brush	5	pcs
Spray Gun	5	pcs
Pad Holder	1	pc (if incase of replacement the service provider should replace)
Polishing Pad	1	pc (if incase of replacement the service provider should replace)

Monthly supply on or before the first working day of the month

Supplies/Material	Quantity	Unit
Dishwashing Liquid	5	gal
Liquid Hand Soap	4	gal
Toilet Paper	300	rolls
Trash Bag (Big)	100	pcs
Mop Head	5	рс
Gloves	5	pairs
Powder Soap	5	kilo
Air Freshener (liquid)	2	gal
Toilet Deodizer (solid)	24	pcs
Liquid Bleach	2	gal
Rags	2	bundle
Scrub Sponge	10	pcs
Disinfectant	1	gal
Doormat	10	pcs
Toilet Bowl Cleaner	2	gal

















BIDS and AWA	RDS COMMITTEE
Date:	
Received by: _	

# TERMS OF REFERENCE

PROJECT

PROVISION OF JANITORIAL AND MAINTENANCE SERVICES

OWNER

CLIMATE CHANGE COMMISSION-CLIMATE CHANGE OFFICE

LOCATION :

NATIONAL CAPITAL REGION

#### PURPOSE

The Climate Change Commission-Climate Change Office (CCC-CCO) needs to engage the services of a legitimate job contractor or manpower agency to provide for the maintenance, sanitation, cleaning and other janitorial works over CCC-CCO premises and Project Management Unit premises.

## II. MINIMUM QUALIFICATION REQUIRED

The Agency must be duly licensed and accredited as engaged in the business of rendering cleaning, janitorial maintenance, sanitation and related services.

## III. SCOPE OF WORK

## DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing and polishing of all floors. Areas including the main lobby, entrance ways, waiting areas, comfort rooms and common areas shall be serviced continuously during hours of public use to guarantee cleanliness;
- Sanitizing of toilets and restrooms with the use of effective organic disinfectant on the washbasins, urinals and toilet bowls. Fogging of toilets and hallways with deodorants;
- c. Dusting and cleaning of horizontal and vertical surfaces including furniture;
- Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows, window ledges, air vents, partitions and brass attachments which require daily attention;
- e. Emptying, cleaning of sand urns and water paper containers, disposal of trash to the receptacles provided for this purpose and cleaning the same;
- f. Sweeping of cobwebs and removing of fingermarks on walls and ceiling where necessary;
- g. Maintenance/watering of ornamental plants;
- Washing of cups, saucers, spoons and other office utensils used by CCC-CCO officials and during meeting and other related services;
- Checking of water faucets, water apparatus, lights and electricity-run equipment, windows and doors.

# WEEKLY PERIODIC OPERATIONS

- Washing, scrubbing, waxing and polishing of all floors and verandas.
- b. Washing of inside glass windows, partitions and doors.
- c. Dusting of light fixtures suspended from the ceiling, venetian blinds and drapes.
- d. Cleaning, waxing and polishing of all office furniture and fixtures, counters, refrigerators, stoves, etc. excluding equipment that requires specialized maintenance. Furniture such as davenport and chairs, showing signs of soil due to any cause will be washed and cleaned.
- e. Cultivating plants.
- f. Polishing of all signs.
- g. Vacuum cleaning of draperies and carpets.

# **MONTHLY PERIODIC OPERATIONS**

- a. General cleaning of all exterior glasses and ledges.
- b. Thorough general cleaning of all areas covered by this contract.
- Cleaning of diffusers, lights, venetian blinds filter, and other fixtures as may be indicated by the CCC-CCO.

# MISCELLANEOUS SERVICES

- Inclusive of labor, materials and equipment for quarterly shampooing of furniture in fabric or as indicated by the CCC-CCO.
- b. Assistance in the undertaking of necessary repairs, revarnishing, repainting, construction or improvement of shelves and other furniture or renovations.
- c. Hauling of office furniture and equipment.
- d. Report of all repairs needed including leaking pipes, faucets and busted lights.
- e. Cleaning and declogging of gutters and downspouts.
- f. Providing high-pressure washing for cleaning outside portion of the building (if applicable).
- g. Provision of tissue papers and hand wash for all comport rooms.
- h. Performing miscellaneous errands as may be required by heads of offices.

# IV. GENERAL CONDITIONS

 In order to carry out the maintenance, janitorial and sanitation services, the SERVICE AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account but the cost of electricity and water shall be for the account of the CCC-CCO.

The CCC-CCO shall provide storage space where aforementioned equipment and materials of the SERVICE AGENCY shall be stored. The CCC-CCO may inspect the equipment, at any time, through its duly authorized representative. The SERVICE AGENCY shall hold the CCC-CCO free from any liability arising from loss or damage to such materials and equipment.

For the performance of the foregoing maintenance and sanitation job, the Agency shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary adequate Medical Certificate (including drug test), NBI and Police Clearances. The utility personnel shall be composed of five (5) janitors to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays except Sundays and holidays to be deployed as specified in ANNEX A.

This number of utility personnel may be increased or decreased depending upon the exigencies of the service or upon the needs of the CCC-CCO as may be determined by the latter based on the rates as shown in the attached Approved Budget for the Contract (ABC), ANNEX B.

- 3. The performance of the SERVICE AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. CCC-CCO may also conduct an overall annual assessment of evaluation of the performance of the SERVICE AGENCY. Based on the assessment, CCC-CCO may pre-terminate the contract for the failure of the SERVICE AGENCY to perform its obligation and to conform to the standards of CCC-CCO. CCC-CCO may, however, renew the contract on a monthly basis up to a maximum duration of one (1) year subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.
- 4. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expense of SERVICE AGENCY, which shall be worn by the janitors during services hours for proper identification.
- 5. The SERVICE AGENCY shall provide relievers and/or replacements at all times in absence of its personnel. Overtime work rendered by janitors and Supervisors during special occasions such as CCC Week, anniversaries and other special events shall be subject to prior authorization by the concerned Head of Office.
- 6. The janitors shall receive recommendations regularly from the CCC-CCO's representative (Chief, Administrative and Finance Division), i.e., rotation of janitors, areas for further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services of the CCC-CCO.
- 7. Each of the SERVICE AGENCY's personnel shall personally punch-in and out of his/her daily time record card to reflect his/her true and correct time entries on a logbook of the daily attendance of such personnel which shall be kept and maintained by the security officer assigned to the CCC-CCO. The absences and undertime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.
- 8. The SERVICE AGENCY shall be liable for all losses and/or damages caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency, and/or such other faults of its employees with respect to properties and equipment of the CCC-CCO, including those which may be suffered by the CCC-CCO employees housed within the CCC-CCO's premises. It is expressly understood, however, that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the CCC-CCO due to fortuitous events except when the SERVICE AGENCY's employees commit acts inimical to the CCC-CCO during such fortuitous events. Accordingly, the CCC-CCO shall not be responsible for any and all claims for personal injury or damage, including death, caused either

to any of the janitors or any third person where such injury or death arises out of, or in the course of, the lawful performance of janitorial functions of said janitors. It is further agreed, that it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties of the janitors in accordance with the terms of this TOR.

- The SERVICE AGENCY shall not be liable for loss and/or damage relating to events or incidents which are not reported verbally or in writing within fifteen (15) working days from the time the same reached the CCC-CCO's knowledge.
- The CCC-CCO shall not be liable for personal obligations or indebtedness of janitors assigned to its premises.
- 11. The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13<sup>th</sup> month pay, service incentives leave with pay, SSS/PhilHealth/EC/PAG-IBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the CCC-CCO. For this purpose, the SERVICE AGENCY shall submit monthly, upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to the CCC-CCO in accordance with all labor laws and adjustments mandated.

The SERVICE AGENCY shall not collect any placement or other fees from its employees which do not have any legal basis. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior approval of the CCC-CCO.

In addition to the aforementioned sworn certification, the SERVICE AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to the CCC-CCO had received or have been receiving their wages as mandated by existing labor standards laws and other social legislation.

The CCC-CCO shall pay the SERVICE AGENCY not later than the 15<sup>th</sup> and 30<sup>th</sup> or last calendar day of the following month based on the billing statement which should be submitted to the CCC-CCO not later than the 7<sup>th</sup> and 21<sup>st</sup> of each month for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof, a sworn certification shall be submitted to the CCC-CCO to the effect that the wages of the janitors including other emoluments and/or allowances due them for the preceding month have all been paid.

It is understood that a portion of the above consideration equivalent to that amount to which the janitor/s is/are entitled by way of salary or compensation shall be earmarked and set aside for such remuneration and shall be received by the SERVICE AGENCY from the CCC-CCO in trust only for said janitor/s.

12. The initial payment as well as subsequent payments to be made for the services of the SERVICE AGENCY under the Contract shall be contained in a Bill of Collection accompanied by the following documents:

- Evidence of actual rendition of service attaching thereto the daily time cards of its personnel;
- b. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing laws, wage orders, Executive Orders, other presidential issuances and the regulations promulgated thereunder as well as pertinent city ordinances:
- c. Payroll of the last payday in case of subsequent payments under the Contract to include proof of payment of 13<sup>th</sup> month pay.
- 13. Should there be any law, or Wage Order issued by the National Wages and Productivity Commission increasing the minimum wage, the prescribed increases in the wage rate shall be borne by the CCC-CCO and the contract shall be deemed amended accordingly pursuant to such law or Wage Order. In the event, however, that the CCC-CCO fails to pay the prescribed wage rates, the SERVICE AGENCY or contractor shall be jointly and severally liable with his client.
- 14. The CCC-CCO shall have the right to automatically terminate the contract in case of violation of any of the provisions of this contract by the SERVICE AGENCY upon notice to the latter; the CCC-CCO shall be entitled to damages as may be granted and/or awarded to it in the courts of law and shall have the right to unilaterally renegotiate and/or award the unfinished services to another AGENCY.
- 15. The SERVICE AGENCY shall post a performance security in an amount equivalent to 5% of cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 30% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its janitors and also for the faithful compliance with terms, conditions and provisions of the contract. It is also agreed that Performance Bond set up by the SERVICE AGENCY shall subsist until the expiration of the contract and shall be answerable for whatever losses and/or damages that the CCC-CCO or any of its officials and employees may incur or suffer.
- 16. There shall be no employee-employer relationship between the CCC-CCO on one hand, and the persons whom the SERVICE AGENCY may assign to perform the services subject of the contract, on the other. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the CCC-CCO to hire any person on behalf of the CCC-CCO and that the persons assigned by the SERVICE AGENCY to perform the services called for under this TOR are not employees of the CCC-CCO and are not in any way or manner connected with or related to the CCC-CCO. It is expressly understood and agreed that the persons to be assigned by the SERVICE AGENCY to perform the services under the contract shall remain as employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations now existing or which may hereinafter be enacted, including but not limited to the requirements of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants holding the CCC-CCO free from any liability arising out of any accident that may befall the SERVICE AGENCY's employees while performing their duties at the CCC-CCO's premises.
- 17. The monthly salary which is to be paid directly to each janitor per the SERVICE AGENCY's cost breakdown shall be strictly carried out without deduction or

qualification, except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor and any agreement to the contrary between the SERVICE AGENCY and the janitor notwithstanding, shall be void. Salaries and other wages due to janitors shall be paid through **Automated Teller Machines (ATM)**.

- 18. The SERVICE AGENCY should be financially capable such that it has sufficient current/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed janitors to CCC-CCO.
- 19. In case of tie among bidders, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the CCC -CCO shall adopt the non-discretionary/non-discriminatory tie breaking method which is the draw lots method.
- 20. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation).
- 21. In the event that the CCC-CCO transfers to its new office within Quezon City, five (5) janitorial personnel that are currently contracted by the office should be deployed at the new location.

# V. PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS

Provisions for equipment, supplies and material, including schedule of delivery of the same are specified in **ANNEX C**.

#### VI. ELIGIBILITY OF SERVICE PROVIDER

- 1. Duly licensed Filipino citizens/sole proprietorships; corporation; partnership;
- Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates;
- Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- 4. Cooperatives duly organized under laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines; or
- 5. Persons/entities forming themselves into a joint venture i.e., group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract. Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

# VII. ELIGIBILITY DOCUMENTS REQUIRED

- Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the Bidding Documents;
- Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- 3. The Company's Audited Financial Statements (AFS) and Income Tax Return (ITR), showing respectively the company's total and current assets and liabilities and taxes paid, stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission or within the period as required by law;
- 4. Duly signed list of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, for the current and last three (3) years indicating the client's name and contract details and their performance ratings.
- 5. Tax Clearance Certificate

#### VIII. DURATION OF SERVICE

The service contract shall be for a period of nine (9) months commencing on **01 April 2024 and will end on to 31 December 2024**. Delays are subject to liquidated damages pursuant to Section 68 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

# IX. OTHER REQUIREMENTS

a. Three (3) years of experience in janitorial services presented in written and duly notarized documents showing therein the following but shall not be limited to:

Record of previous engagement and quality of performance

- a.1 Name of Client
- a.2 Duration of the contract
- a.3 Amount of the contract
- a.4 No. of janitors and supervisors deployed per client
- b. Organizational set up of the firm
- c. Resources
  - c.1 Quantity and kind of equipment and supplies available
  - c.2 Total Number of janitors and supervisors
- d. Uniform including design and other paraphernalia
- e. Certification of no pending case

Total Approved Budget for the Contract – Php 1,025,719.20

Prepared by:

PON IVAN L. CALUMAY Administrative Officer II

Noted by:

BHABY EDLYN V. ZAMORA Officer-In-Charge

Administrative and Finance Division