

## **TERMS OF REFERENCE**

### **Procurement of Janitorial Services for PMO-NCR North for CY-2018**

#### **RATIONALE**

1. The procurement of janitorial services from a private service contractor is being done yearly to maintain cleanliness at the different offices of PMO-NCR North.
2. A valid janitorial contract acquired through competitive public bidding conducted in accordance with provisions of R.A. 9184 and its IRR will assure a steady supply of janitorial personnel to PPA PMO-NCR North.
3. A valid janitorial service contract will also assure the continuous provision and maintenance of various janitorial equipment and supplies.
4. With janitors/janitresses sourced from private service contractor, said PMO-NCR North will be free from labor and service liabilities which shall be borne by the contracted private janitorial agency.

#### **OBJECTIVES**

1. PPA PMO NCR-North will be able to immediately address the urgent need for janitorial services.
2. PPA PMO-NCR North will cease to be bound by any employer-employee relationship with the janitors/janitresses to be provided by the winning service contractor.
3. The winning service contractor shall be held totally responsible for the competencies and quality of work that shall be rendered by the janitors and janitresses.

#### **AREA COVERAGE AND NUMBER OF JANITORS**

<u>Areas Covered</u>	<u>No. of Janitors</u>
PMO-NCR North	16
<b>TOTAL</b>	<b>16</b>

#### **CONTRACT DURATION**

The Contract for the Provision of Janitorial Services for PMO-NCR North for CY-2018 shall cover the period from July 1, 2018 up to December 31, 2018.

## **CRITERIA FOR AWARD**

1. The bid with the lowest price shall be identified as the Lowest/Single Calculated Bid.
2. Subject to Post-Qualification, the Contract shall be awarded to the Bidder whose bid has been determined to be the Lowest/Single Calculated Responsive Bid.

## **OBLIGATIONS AND RESPONSIBILITIES**

### **1. Janitorial Service Contractor:**

- 1.1 Provide Sixteen (16) janitors for deployment in different offices in the PMO-NCR North.
- 1.2 Provide and maintain the following equipment in the quantities specified and in serviceable conditions:

2 units	Floor Polisher, 16"
2 units	Vacuum Cleaner, heavy duty

as well as the required minimum supplies/materials in the quantities and frequency.

- 1.3 Increase or decrease the number of janitors to be deployed under the Contract, subject to actual requirements of PMO-NCR North during the effectivity of the Contract.
- 1.4 Fully guarantees the capabilities and competence of janitorial personnel that shall be provided and deployed in PMO-NCR North under the Contract and shall exercise sole administrative control and supervision over said support personnel, provided, however, that the Service Contractor fully agrees to allow PPA to exercise full control and supervision over the functions and activities of janitors deployed in PMO-NCR North on any or all matters regarding their respective work assignment in PPA and agrees to any personnel changes that the Authority may require in case the individual work performance of janitorial personnel concerned fall below work expectation.
- 1.5 Janitorial personnel deployed by the winning Service Contractor in PMO-NCR North under the Contract granted by PPA shall not, under any circumstances, be considered as valid service in the government.
- 1.6 Post the required Performance Security in sufficient amount in the form of cash, manager's check, cashier's check, bank draft/guarantee, irrevocable letter of credit, surety bond or any combination of the foregoing proportionate to the share of form with respect to total amount of security.

2. **Authority:**

PPA shall allocate the total amount of **ONE MILLION NINE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED EIGHT PESOS AND 64/100 ONLY (Php1,966,208.64)** as the Approved Budget for the Contract (ABC) to cover the payment of the service rendered by janitors thereat by the winning Service Contractor.

PMO-NCR North shall be obligated to pay the winning janitorial service contractor, the quoted Monthly Billing Rates stipulated in the Contract, subject to existing government auditing and accounting rules and regulations, for and in consideration of the service rendered by janitors deployed by the winning Service Contractor and upon presentation of a monthly Statement of Account with a duly sworn Certification that all wages and social security premiums due, including applicable taxes, have been settled.

**LIQUIDATED DAMAGES**

For breach of contract for janitorial services, liquidated damages in an amount equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay shall be assessed and collected from the service contractor.

In no case, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the Contract shall automatically be terminated by the Authority and the erring Service Contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the Service Contractor shall pay the Authority and the other appropriate sanctions that may be imposed to the former.

**VENUE OF ACTION**

All actions arising from the interpretations, implementation and termination of the contract shall be vested exclusively in the Regional Trial Court of Manila.

Recommending Approval:

**(SGD) ORVILLE A. ODICTA**

Chairperson

Bids & Awards Committee for PMO-NCR North

Approved:

**(SGD) ROSENDA G. SUMAGAYSAY**

Port Manager