

Technical Specifications/Terms of Reference (ToR)

PROCUREMENT OF TWENTY-TWO (22) JANITORIAL SERVICES PERSONNEL FOR PPA PMO EASTERN LEYTE/SAMAR CY 2018.

PROJECT DESCRIPTION. The winning bidder shall provide **twenty two (22) janitorial services personnel**, who shall render work for **eight (8) hours a day from Monday to Saturday**.

AMOUNT OF BID. The PPA, PMO - Eastern Leyte/Samar shall offer public bidding to all prospective bidders for the procurement of **Janitorial Services Personnel**. The Approved Budget for the Contract is **Two Million Twenty-Eight Thousand Seven Hundred Ninety Pesos (Php 2,028,790.00)** (inclusive of cleaning materials) for CY 2018 of the twenty two (22) janitorial services personnel which should be composed of the following:

1. Daily Minimum Wage (*Php 285.00 min. wage per DOLE RO8 Wage Order No. RB VIII-19 effective February 12, 2017*)
2. Five (5) Day Service Incentive Leave
3. 13th Month Pay
4. Administrative Cost - *Percentage of the amount payable to Government and employee (Monthly Basic Salary, SSS, Philhealth, HDMF (Pag-ibig), EC, COLA, SIL, 13th Month Pay)*
5. Social Security System (SSS)
6. PhilHealth
7. Home Development Mutual Fund (HDMF) (Pag-ibig)
8. Employees Compensation (EC)
9. Value Added Tax (VAT) and other government taxes
10. Cost of Cleaning Materials – **Php 250,000.00** subject for monthly liquidation (**Annex C**)

QUALIFICATION OF BIDDERS.

1. Prospective bidder must have completed, within the period specified in the Invitation to Bid, an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least 50% of the ABC.

A similar contract means, a contract at least fifty percent (50%) of the scope of services provided therein involves janitorial services.

2. Must be able to provide **twenty two (22) janitorial services personnel** with complete **uniform and identification card**.
3. Must be duly registered with the Department of Labor and Employment, SSS, PhilHealth and HDMF (Pag-ibig).

DURATION OF THE CONTRACT. The Contract shall be effective for **Seven (7) months** from **June 1, 2018 to December 31, 2018** and shall take effect upon the receipt of the Notice to Proceed.

CONDITIONS OF THE CONTRACT. The contract shall have provision for General Conditions, Special Conditions, Schedule of Requirements and Technical Specifications/ Terms of Reference (ToR) specified in the Bid Documents

That if the exigency of the service so requires, PPA shall have the right to require the janitorial services personnel to render overtime services, compensable with the provision of the Labor Code.

That the winning bidder shall agree, if PPA increase or decrease the number of janitorial personnel to be deployed under the Contract, subject to the actual janitorial requirements of PPA during the effectivity of the Contract provided that increase shall not exceed ten percent (10%) of the original price.

COMPENSATION. The winning bidder shall comply with the provision of the Labor Code on the payment of wages. The winning bidder shall advance the salaries of its employees assigned in **PPA PMO – Eastern Leyte/Samar** and its Terminal Offices, in case the Service Provider fails to collect from the PPA for reasons beyond the control of the PPA.

COMPULSORY COVERAGE OF WORKERS. Compulsory coverage of all workers assigned to the PPA with the **SSS, PhilHealth, HDMF (Pag-Ibig)** and all payments for employees under any and all laws shall be the sole responsibility of the Service Provider. The Service Provider should submit **proof of payments of SSS premium, PhilHealth, HDMF (Pag-ibig), EC and all payments** for employees under the law.

SUPERVISION OF WORKERS. The Service Provider shall exercise sole supervision and control over the procedure adopted in the provision of services and the performance of the personnel assigned in **PPA PMO Eastern Leyte/ Samar**. The Service Provider shall assign a Supervisor/ Coordinator who will visit the PMO Eastern Leyte/ Samar-Baseport, weekly and its Terminal Offices monthly. Certificate of Appearance will be attached to the monthly billing statement as part of the billing documents.

EMPLOYEE-EMPLOYER RELATIONSHIP. No worker of the Janitorial Services Provider assigned in **PPA PMO Eastern Leyte/ Samar** shall ever be deemed as employee or agent of the PPA and the Service Provider shall warrant that no employee-employer relationship exists between the Service Provider and the PPA. Should the PPA be sued by any employee of the Janitorial Services Provider the later shall assume any and all liabilities which may be rendered against the PPA.

OTHER CONDITIONS:

1. PPA shall not be responsible for any/or all liabilities arising out of accident, death or injury to the winning bidder and its employees occasioned by and/or connected with performance of the services and neither be liable for any injury, loss or damage caused by its workers/employees assigned to **PPA PMO – Eastern Leyte/ Samar** to any person and/or property in connection with the performance of the services under

the Contract. The winning Service Provider shall assume all liabilities mentioned and shall save and free PPA therefrom.

4. The Service Provider shall coordinate with PPA to all extent possible in providing evidence which the former or any of its employees may have in its/their possession in support of or tending to support any criminal, civil or administrative case filed by and/or against PPA and/or its employees upon request of PPA.
5. Any information or data that may come to the knowledge of acquired and/or obtained by the winning bidder and its employees in the performance of the services under the Contract with PPA shall not be made known to anyone without the written permission from PPA. Regardless of the period of this contract, the winning bidder and its employees and personnel shall be bound by the absolute confidentiality until such time as said information or data shall have been published or otherwise disclosed to the general public by PPA.
6. The employees of the winning bidder assigned in PPA PMO – Eastern Leyte/ Samar may use PPA's equipment. Provided, however, that any damage resulting from improper use of said equipment may occur, the winning bidder, at his expenses, shall be responsible for the repair and rehabilitation of the same.
7. The winning bidder shall require all its employees assigned to the PPA PMO – Eastern Leyte/ Samar to observe all rules and regulations of PPA and comply to the **Comprehensive Dangerous Drug Act of 2002 (R.A. 9165)** in the performance of the services under the Contract and while in the premises of PPA.
8. The employees of the Service Provider shall ensure continuous and uninterrupted rendition of the services under the Contract. In case of absence of its employees assigned to PPA PMO-Eastern Leyte/ Samar, the Service Provider shall effect the immediate alternate of such absent employee/s.
9. PPA shall pay the Service Provider the Monthly Billing Rates stipulated in said Contract, subject to existing government auditing and accounting rules and regulations. For and in consideration of the services rendered by Janitorial Services Personnel deployed by the Service Provider/Contractor, payment shall be made upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to HDMF (Pag-ibig), SSS, Philhealth, EC, etc., as well as the withholding of taxes to BIR.
10. In addition to the benefits to be provided as required under existing laws, the Manpower Service Provider should be able to provide its employees, **Identification Card and 4 pcs Uniform (Shirt Jack or Polo/Blouse) to be given within one (1) month from receipt of Notice to Proceed.**
11. The Service Provider shall exercise sole administrative supervision over said janitorial services personnel, including the imposing of the wearing of office uniform or proper

attire during office hours, and the observance of proper office decorum. PPA shall solely oversee the functions and activities of the janitorial services personnel on all matters regarding their respective work assignments.


12. The Service Provider fully guarantees the capabilities and competence of the janitorial services personnel to be assigned in the PPA PMO-Eastern Leyte/Samar and its Terminal Offices and agrees to any personnel replacement that the Authority shall require in case the individual work performance of respective janitorial services personnel concerned fail below project/work activity expectations.
13. The Service Provider shall ensure the physical and psychological fitness of the janitorial services personnel to be assigned in PPA PMO-EL/S and its Terminal Offices by subjecting said personnel to medical examinations and psychological evaluation, and providing PPA with corresponding examination and evaluation results.
14. The Service Provider shall advance travelling expenses incurred by janitorial services personnel needed in the performances of their duties. Travel and overtime expenses shall have prior PPA approval and reimbursement shall be subject to submission of complete documents pursuant to existing PPA policies.
15. Janitorial services personnel deployed in the PPA PMO-Eastern Leyte/Samar and its Terminal Offices concerned shall not, under any circumstance, be considered organic PPA personnel, neither will their assignment in PPA PMO-EL/S establish an employee-employer relationship with PPA, nor be considered as valid service in the government.
16. The winning bidder shall have a monthly rating of its employees using an acceptable Company's Performance Evaluation System on Performance, Absences, Punctuality, Attendance to Flag Raising/Lowering and Public Relation of their employees assigned in PPA PMO – Eastern Leyte/ Samar and its Terminal Offices to be concurred by PPA PMO-EL/S.

Likewise, the Service Provider will be rated monthly by PPA PMO-EL/S based on the Contract. This monthly ratings will be attached to the monthly billing statement as part of the billing documents.

Average Monthly Ratings of the winning Service Provider and its Employees shall not fall below Very Satisfactory (VS) for 3 times during the contract period, sanctions/penalty to be deducted from corresponding monthly billing shall be imposed based on the following schedule:

1 st Offense	-	written warning
2 nd Offense	-	P3,000.00
3 rd Offense onwards	-	P5,000.00

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