

TERMS OF REFERENCE

PROCUREMENT OF SUPPLY AND DELIVERY OF JANITORIAL SERVICES

I. BACKGROUND AND OBJECTIVE

To procure a contract with a reputable Contractor that will provide efficient janitorial services to the Energy Regulatory Commission Main Office located at Pacific Center Building, 33 San Miguel Avenue, Ortigas Center, Pasig City, and has a pool of well trained personnel who are able to provide adequate and reliable maintenance services to ensure orderliness and sanitation of the office premises.

II. CONTRACT PERIOD

The contract period shall cover twelve (12) months from January 01, 2021 to December 31, 2021.

III. APPROVED BUDGET OF THE CONTRACT (ABC)

1. The Fund for this engagement shall be sourced from the General Appropriations Act (GAA) for the fiscal year 2021 of the ERC.
2. The ABC for the project is **Three Million Eight Hundred Thirty-Three Thousand Pesos (PhP3,833,000.00)**, inclusive of all government taxes, other fees and charges.

IV. MODE OF PROCUREMENT

The Procurement of Janitorial Services for the Energy Regulatory Commission's Main Office shall be undertaken through Competitive Bidding pursuant to R.A. 9184 and its 2016 Revised IRR.

V. QUALIFICATIONS OF THE CONTRACTOR

The Contractor should have the necessary eligibility, experience and expertise in providing janitorial services, as provided in the Bidding Documents.

VI. MINIMUM TRACK RECORD

The ERC desires a Contractor who has completed, within the last three (3) years from the date of submission and receipt of bids, a single contract that is similar to the Contract to be bid. A similar contract must be a janitorial contract the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC).

VII. SCOPE OF WORK AND DELIVERIES

Janitors shall render eight (8) hours of work every day from Monday to Saturday, 7:00A.M. to 4:00P.M. (5 janitors), 8:00A.M. to 5:00P.M. (5 janitors) and 9:00A.M. to 6:00P.M. (4 janitors).

a. Daily Routine

1. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by ERC;
2. Cleaning and sanitizing of work stations, comfort rooms, pantries and sinks; removal of spots or stains from floors; and wiping by application of cleaning solutions of all surfaces, such as tabletops, chairs, and computers to remove dust, soot, and grime;
3. Proper disposal of solid waste from the service area assigned to the designated trash storage;
4. Spraying of disinfectant; and

5. Upkeep of indoor potted and garden plants.

b. Weekly Routine

1. Spot scrubbing, dirt stain removal and cleaning of chairs, tables and windows blinds;
2. Thorough cleaning, washing and scrubbing, of all rooms and comfort room facilities;
3. Cleaning and polishing of walls, counters, light diffusers, picture frames and hanging wall frames; and
4. Washing, scrubbing, stripping, waxing and polishing floors.

c. Monthly Routine

1. Dusting and removing of cobwebs from ceiling of the premises;
2. Cleaning of ornamental plants and polishing of metal signs;
3. General cleaning of window blinds; and
4. Refilling of liquid deodorizers in all bathrooms.

d. Quarterly Routine

1. Thorough and general cleaning of all areas; and
2. Thorough shampooing of all chairs, rugs and blinds.

e. Miscellaneous Routine

1. Miscellaneous work such as carrying, transporting or moving of office furniture, equipment, supplies within

and/or outside office premises as may be assigned from time to time;

2. Rendition of overtime services during emergency situations and/or extra ordinary circumstances may be allowed; and
3. Report to the Administrative Officer V of the FAS-GSD any damaged/leaking pipe plumbing, water and toilet facilities, electrical, and any damaged furniture and fixture that will need immediate repair.

VIII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- a. Provide efficient janitorial services and other related services in accordance with the standards prescribed by the Energy Regulatory Commission (ERC);
- b. Deploy FOURTEEN (14) Janitorial personnel, at least 2 are Female, to carry out and perform the janitorial services and other related services covered by the Contract, in accordance with the following schedule and floor assignments;

Deployment per Floor	Number of Janitors	7:00A.M. to 4:00P.M.	8:00A.M. to 5:00A.M.	9:00A.M. to 6:00P.M.
Mezzanine	1		1	
2 nd	1		1	
8 th	1	1		
10 th	1		1	
12 th	1			1
14 th	1	1		
15 th	1			1
16 th	2	1		1
17 th	2	1		1

18 th	1	1		
21 st	1		1	
22 nd	1		1	
TOTAL	14			

The ERC through its FAS-GSD may re-assign any janitorial personnel at any time.

- c. From among the said Fourteen (14) Utility Workers, at least one (1) should be assigned as the Team Leader, who shall have the primary responsibility of monitoring the daily tasks of the rest of the utility workers and ensuring that the janitorial services are rendered efficiently and effectively;
- d. Maintain the areas in clean, neat and proper working condition;
- e. Comply with the reportorial requirements prescribed by the ERC relative to the contractual obligations under the Contract;
- f. Put up the required Performance Security within ten (10) days from receipt of the Notice of Award (NOA) to guarantee full and faithful compliance with each-and-every term, stipulation and condition of the Contract;
- g. Comply with existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) on workers or on its employees as to their wages, taxes, SSS premiums, PhilHealth and Pag-IBIG benefits, and other requirements in accordance with Philippine laws on the matter;
- h. Guarantee that its employees are physically and mentally fit to perform the job; honest, courteous, of good moral character and covered by appropriate government clearances such as NBI, Police and Barangay Clearances;
- i. Assign an Area Supervisor/Manager from their Main Office, not from among the pool of personnel, who will conduct regular

- inspection, monitoring and supervision, at least once in every quarter, of its personnel to ensure performance efficiency;
- j. Evaluate the performance of its personnel semi-annually using the instrument prescribed by the ERC to determine if they still meet the required standards for performance, including attendance, punctuality and attitude towards work;
 - k. Conduct drug testing among its employees once during the term of the Contract, at its own expense;
 - l. Guarantee that its employees are well-trained. The winning contractor shall see to it that personnel assigned to ERC shall have received or shall be subjected to appropriate training for them to be equipped with the right knowledge and skills in the performance of their duties and responsibilities, and that such training may be conducted or sponsored by the Contractor at least once in the duration of the Contract, and thereafter, provide ERC a copy of the certificate as proof of compliance with the training requirement;
 - m. Provide Personal Protective Equipment (PPE) to its employees, without any additional cost to the ERC;
 - n. Ensure that it is able to respond to situations that require immediate assistance, in any form, to its employees during national emergency situations, such as the conduct of rapid/swab or other tests to detect Coronavirus disease (COVID-19), other viruses or diseases, replace any of the employees found unfit to work, among others, without any additional cost to the **ERC**; and
 - o. Comply with all other applicable laws, rules and regulations.

IX. DUTIES AND RESPONSIBILITIES OF ERC

- a. Allocate the total amount of **Three Million Eight Hundred Thirty-Three Thousand Pesos (PhP3,833,000.00)**, as

the Approved Budget for the Contract (ABC) to cover the payment of the services rendered by the janitorial personnel deployed thereat by the winning Contractor;

- b. Pay the winning Contractor 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 personnel deployed by the winning Contractor and 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 Pag-IBIG, SSS, PhilHealth, ECC, etc.

X. RIGHTS OF THE CONTRACTOR

Collect lawful charges for the services rendered, upon submission of reportorial requirements and compliance with the terms of the contract.

XI. RIGHTS OF THE ENERGY REGULATORY COMMISSION

- a. Supervise the janitorial services and other related functions/works being rendered by the Contractor to ensure maximum efficiency;
- b. Prescribe standard cleaning services checklist and guidelines to ensure the Contractor's compliance to the Contract; and
- c. Suspend, cancel or terminate the Contract, on any of the following grounds:
 1. Inability to provide the necessary efficient janitorial services and related works.

2. Violation of any pertinent ERC rules and regulations or of the conditions, agreements or restrictions stipulated in the Contract.
- d. The personnel to be deployed shall be the sole responsibility of the Contractor and no employee-employer relationship exists between said personnel and the ERC.

XII. PAYMENT SCHEME

Payment to the Contractor shall be made on a monthly basis upon submission of billing statement, duly accomplished service and inspection report forms and other documentary requirements.

XIII. LIQUIDATED DAMAGES

- a. Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted, and is thereby in default under the contract, the Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor.
- b. For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor at the ERC's convenience.

XIV. RESERVATION CLAUSE

The Energy Regulatory Commission (ERC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9148 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

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