



TERMS OF REFERENCE

PROJECT: JANITORIAL SERVICES

I. CONTRACT PERIOD

The contract is renewable yearly which shall be subject to performance evaluation. Renewal of contract shall not exceed three (3) years.

II. APPROVED BUDGET

Nine Hundred Eighty-Three Thousand Two Hundred Forty-Eight Pesos and 88/100 (PhP 983,248.88)

III. MINIMUM QUALIFICATION OF BIDDER

- a. Capable of providing at least Six (6) janitorial services personnel;
- b. With financial capability of advancing expenses (e.g. wages, overtime, uniforms, additional benefits, travel) of agency personnel in relation to their assignment to LARC for at least one (1) month

IV. MANPOWER REQUIREMENTS

- a. Number of required agency personnel: 6

No. of Hours & Days	Group/Division	No. of Personnel	Position
8hrs / 216days	CMSG	6	Janitorial Services

- b. Work hours: minimum of 8 hours a day and 6 days a week; Personnel is eligible to claim overtime pay more than 8-hour duty and on weekends and holidays during normal weekly work;
- c. Place of Assignment: LARC Main Office, LCC Building Km 65, South Manila Road, Brgy Maahas, Los Banos, Laguna

V. QUALIFICATIONS and DUTIES & RESPONSIBILITIES

V.1. JANITORIAL Personnel

Requirement:	Work Hours: 8hrs/day; 6days/week	Division: CMSG
Duties & Responsibilities		
<ol style="list-style-type: none"> A. Responsible for cleaning and maintaining company premises and equipment. B. Maintains proper disposal of garbage C. Assist in records disposal in bundling records for disposal D. Do errands for the department and other departments E. Performing basic landscaping duties including tree trimming, weeding, and watering of plants. F. Ordering and maintain cleaning supplies and maintenance equipment. G. Perform other duties that are assigned from time to time. 		
Qualifications		
<ul style="list-style-type: none"> • At least Highschool Graduate • Previous experience as a Utility Worker • Ability to read and interpret written work orders • has a good physical condition • has good moral character and positive attitude • Preferably can drive motor vehicles 		

VI. SCOPE OF SERVICES

The CONTRACTOR shall provide cleaning products and services for the maintenance, sanitation, and cleaning, including all necessary labor, materials, supplies and equipment (hereinafter referred to as the “Services”), to LARC at its Maahas Office Building, with full guarantee against unsatisfactory workmanship, in accordance with the following technical specifications:

DAILY SERVICES:

A. DAILY SERVICES
1. Sweeping, damp mopping with floor maintainer solution of all floor areas, stairways, corridors/hallways, comfort rooms and washrooms, polishing/buffing of floor tiles;
2. Cleaning, wiping, disinfecting, dusting-off, damp-wiping and/or polishing of furniture, equipment, counters, fixtures, walls, vertical and horizontal surfaces, mirrors and glass doors;
3. Keeping the stairways and entrances free from obstruction;
4. Washing of all comfort rooms, toilet bowls, urinals, commodes, and wash basins with detergent/cleanser;
6. Picking up of loose papers, other garbage/trash on the floor;
7. Reporting to the General Services Officer any busted bulbs, lamps and any damaged equipment as soon as it is noticed by the service personnel
8. Reporting to the Security Department any unusual activities in the building and its premises;
9. Reporting to the General Services Officer any leaking faucets in the comfort rooms and washrooms;
10. Wiping and Sanitation of office furniture and fixtures;
11. Cleaning, Scrubbing and polishing floors;
12. Watering of leaves and stems of fresh plants/flowers;
13. Dusting –off and damp-wiping of the surfaces of the tables and units and the spaces in-between;
14. Assisting in the arrangement of tables and chairs in the lobbies and conference/meeting rooms;
15. Cleaning of walls, partitions and other vertical surfaces;
16. Transferring of furniture and equipment from one to another;
17. Sweeping the parking lot, the street fronting the building and the canals along the parking lot;
18. Mopping / drying of stairway;
19. General cleaning and washing of all the standing ashtrays and trash cans;
20. Other official tasks that may be required by other departments from time to time.

WEEKLY SERVICES:

B. WEEKLY SERVICES
1. Vacuuming and shampooing of carpeted areas if any;
2. General cleaning of the whole floor areas;
3. General cleaning of comfort rooms. Thorough cleaning and disinfecting of toilet bowls, urinals, commodes and wash basins;
4. Thorough dusting-off and cleaning of office furniture and fixtures;
5. Thorough cleaning walls, ceiling, partition and other vertical surfaces;
6. Cleaning and polishing of internal and external parts of windows and panels (8-10 feet);
7. Dusting-off and vacuuming of curtains; and
8. Other official tasks that may be required by other departments from time to time.



C. ENVIRONMENTAL INTRUSION MANAGEMENT:

Management of environmental intrusions such as: flooding clean-up, other small living organism (plant or animal) intrusions and control.
Program shall be:
1) Once a month general treatment
2) Weekly inspection / evaluation and spot treatments
3) Daily monitoring and spot treatments when necessary
<i>Note: Cleaning of dead insects always included.</i>

EQUIPMENT and SUPPLIES:

D. EQUIPMENT AND SUPPLIES
1. The cleaning supplies and materials, equipment/machinery and tools to be used in the performance of the above services including their repairs, shall be brand new and for the exclusive account of the CONTRACTOR. (The list of such supplies and materials, equipment/machinery and tools is hereto attached as Annex “A” and made an integral part of this SERVICE CONTRACT). The CONTRACTOR shall deliver to LARC’s premises the complete set of brand new equipment listed and specified in the CONTRACT, on the effectivity date specified in the “Notice to Proceed” by LARC <i>(with consideration on time of delivery because of current Pandemic situation)</i> .
2. The cleaning supplies and materials, equipment/machinery and tools that shall be provided by the CONTRACTOR during contract implementation should be readily available off the shelf goods brand new. Consumable/s supplies shall be replenished and delivered to LARC premises within the first 10 calendar days each month (emergency supplies shall be delivered as needed).
3. The CONTRACTOR undertakes to deliver to LARC’s premises the required cleaning supplies and materials on the effectivity date specified in the Notice to Proceed <i>(with consideration on time of delivery because of current Pandemic situation)</i> . The succeeding deliveries of the required consumable supplies and materials shall be within every first ten (10) calendar days of each month, quarter or semester as the case may be. Otherwise, the cost of undelivered cleaning supplies and materials based on ANNEX “A” or the price of the item prevailing in the locality, whichever is higher, shall be reimbursed or deducted from the CONTRACTOR’s Billing. However, in case the materials delivered exceed the actual consumption for the period, LARC may request a reduction in the quantity of materials in future deliveries, in which case, only the cost of items delivered shall be paid based on the cost stated in ANNEX “A”. In addition, the CONTRACTOR shall immediately inform LARC in writing if any of the required supplies becomes unavailable in the local market before making any replacement.
4. Water and electric power consumption shall be for the exclusive account of LARC. It is understood, however, that the CONTRACTOR shall exercise economy in the use of water and electricity by instructing and/or directing its assigned service personnel to use water at a minimum requirement at all times.
5. The CONTRACTOR agrees to deliver brand new equipment and said equipment shall always be in the premises of LARC. In cases of breakdown of equipment, the CONTRACTOR shall assure LARC of immediate replacement of such equipment with similar machines that are in good operating condition, to send a substitute or replacement for each malfunctioning equipment not later than forty-eight (48) hours from notice <i>(with consideration on time of delivery because of current Pandemic situation)</i> , and that every hour of delay in replacing the defective equipment, a deductive amount shall be imposed on the CONTRACTOR’s billing covering the period involved. Formula to be stipulated is as follow: Per hour of delay: (Cost of specific equipment per contract Annex) No. of years of contract duration/365 days/8 hours utility.

VII. SUPERVISION AND CONTROL

1. The CONTRACTOR shall have a Satellite Office within the Calabarzon Area to enable the CONTRACTOR to immediately address all problems and complaints.
2. The CONTRACTOR shall regularly inspect its personnel on site to ensure their efficiency and presentability.
3. The CONTRACTOR shall ensure that its personnel render efficient and effective service. It is understood that LARC shall not evaluate the individual performance of the CONTRACTOR's personnel but the CONTRACTOR's service as a whole. Poor performance/late deliveries of supplies/poor maintenance of equipment shall immediately be brought to the attention of the CONTRACTOR for immediate and appropriate corrective action. The CONTRACTOR shall then inform LARC, in writing, of the corrective action undertaken.
4. LARC may require the replacement of any of the CONTRACTOR's personnel/s who is absent and/or not performing his/her duties and responsibilities to LARC's satisfaction. In such an eventuality, the CONTRACTOR shall immediately provide a trained, able, healthy and competent substitute personnel/s acceptable to LARC. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made.
5. The CONTRACTOR shall not unilaterally pull out any of its personnel without the conformity of LARC.
6. The CONTRACTOR shall provide LARC with a list of the names of its personnel assigned in LARC and their substitutes.
7. The CONTRACTOR shall undertake the training and the random drug-testing of any of its personnel whenever required by LARC.
8. LARC shall also have the right to inspect the employment records of the CONTRACTOR's personnel.
9. In case of scheduled and emergency leave of absence of personnel, the CONTRACTOR shall also notify LARC of the said leave of absence;
10. The CONTRACTOR shall conduct performance evaluation of personnel every 6 months to determine if employee is still performing his duties diligently.
11. All CONTRACTOR personnel shall observe strictly the company rules and regulations, policies and directives and instructions of the Company.



VIII. COMPENSATION, PAYMENT, AND ADJUSTMENT IN CONTRACT

- a. LARC agrees to pay the CONTRACTOR the amount due every 15th and end of the month upon submission of a certification under oath that all its workers or employees covered by this Contract have been paid in accordance with law and regulations and that with respect to said workers or employees, the CONTRACTOR has no outstanding as of the date of submission of the bill provided.
- b. LARC shall process the payment every 15th and end of the month upon presentation of Personnel DTR together with the organized monthly billing statement;
- c. It is understood that all payments under this contract shall be subject to the usual auditing and accounting requirements of LARC;
- d. The CONTRACTOR shall provide LARC with the duly acknowledged pay slips of its personnel assigned in LARC's premises and proof of remittance of its SSS, Philhealth, ECC and PAG-IBIG contributions relative to the said personnel every month. LARC reserves the right to require the CONTRACTOR to submit clearances from DOLE, SSS, Philhealth, ECC or PAG-IBIG and to check the CONTRACTOR's compliance with labor and social legislations at anytime during the term of this Service Contract.
- e. In the event that the CONTRACTOR fails to pay the correct SSS, Philhealth, ECC or PAG-IBIG premiums, the mandated minimum wage, or statutory bonuses, of its personnel assigned in LARC's premises, LARC shall impose the corresponding penalties and withhold an amount from the CONTRACTOR's service fee equal to the premiums and/or salaries/wages/bonuses not paid by the CONTRACTOR. In addition, the CONTRACTOR's failure to pay the correct premiums, wages or bonuses shall also be a ground for the termination of this Service Contract.
- f. All claims and disputes relating to or arising out of this Service Contract shall, as much as possible, be settled amicably by the parties before resorting to judicial action.
- g. All bid prices for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:
 1. Increase in minimum daily wage pursuant to law or new wage order issued after bidding date;
 2. Increase in taxes;
 3. If during the term of the contract LARC sees the need for an increase or decrease in the number personnel, corresponding increase/decrease in the cost to be computed based on direct cost;
 4. Absence by any or all of the agency personnel without replacement; and
 5. Tardiness/under time by any or all of the agency personnel.

IX. COMPLIANCE WITH LABOR LAWS

- a. The CONTRACTOR as the employer of the personnel, assumes full responsibility for compliance with all existing labor, Social Security, HDMF and PHIC laws, rules and regulations, specifically of the Department of Labor and Employment;
- b. The CONTRACTOR assumed full responsibility for compliance with all existing labor laws, rules, and regulations. The AGENCY undertakes to inform the agency personnel at the time of hiring as to wages and working conditions under which they are employed including, among others, the following:
 - b.1. The rate of pay per month, week, days, or hours.
 - b.2. Method of calculating of wages.
 - b.3. The form, time, and place of payment of wages, and
 - b.4. Any change with respect to any of the preceding items

X. OBSERVANCE OF OCCUPATIONAL HEALTH AND SAFETY

The CONTRACTOR shall subject their personnel to undertake tests and examinations required under occupational, health and safety standards and regulations adhered to by LARC. Whenever necessary, the CONTRACTOR shall provide their personnel with the proper personal protective equipment (PPE).

XI. NO EMPLOYEE- EMPLOYER RELATIONSHIP

The CONTRACTOR's cleaning personnel who shall carry out the Services under this Service Contract are its own employees. There shall be no employer-employee relationship between LARC and the cleaning personnel/employees of the CONTRACTOR. The CONTRACTOR shall have the entire charge, control and supervision of the Services herein agreed upon.

The CONTRACTOR shall be responsible for all acts and omissions of its agents, cleaning personnel/employees and all persons allowed by it to have access to LARC's premises, for any death/injury/damage/destruction which may be caused to persons or property while remaining either casually or in business in any part of LARC's premises. Any accident, injury, or sickness of any kind, or death, that may occur to any agent, cleaning personnel/employee of the CONTRACTOR, consequent to the performance of the Services under this Service Contract, shall be the CONTRACTOR's sole responsibility. The CONTRACTOR further binds itself to indemnify and hold LARC free and harmless from any claim on account of the aforementioned injuries or damages.

The CONTRACTOR's personnel, as the employees of the CONTRACTOR, and not being the employees of LARC, shall not be subject to the disciplinary jurisdiction of LARC. Any offense committed by any of the CONTRACTOR's cleaning personnel shall constitute a breach of this Service Contract. LARC shall communicate to the CONTRACTOR all instances of such breach for immediate and appropriate action by the CONTRACTOR. The CONTRACTOR shall then inform LARC, in writing, of the action undertaken by the CONTRACTOR. In case of serious and substantial breach, as determined by LARC, LARC shall require that the CONTRACTOR take the appropriate



steps to address LARC's concerns within the period prescribed by LARC. The inability of the CONTRACTOR to correct the situation will entitle LARC to impose a corresponding and appropriate penalty against the CONTRACTOR and/or to rescind this Service Contract.

This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.

The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein shall be construed to create a general partnership between the parties, or to authorize any party to bind the other, except as set forth in this Service Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.

The CONTRACTOR shall comply with all its obligations as an employer under the *Labor Code*, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of this Service Contract .

It is clearly understood and agreed that LARC is not the employer of the CONTRACTOR personnel. Nothing herein shall be construed as establishing the relationship of employer and employee between LARC and the CONTRACTOR and/or any of its personnel. The CONTRACTOR shall at all times be personally and directly responsible for the workmen under its employment.

XII. LIABILITY FOR CLAIMS, LOSS, DAMAGE, AND INJURY

a. The CONTRACTOR continues to be the employer of the personnel assigned to LARC. As such, the CONTRACTOR assumes full responsibility for any claims for damages to property or personnel injury, including death, that may arise due to neglect, and failure to perform the functions and duties of the personnel;

b. CONTRACTOR shall be responsible for the loss and damage of property that may be incurred, which is due solely to the negligence of the personnel on duty, replacement of the property or its equivalent amount shall be done.

XIII. CONFIDENTIALITY

a. The CONTRACTOR should recognize the confidential and proprietary nature of all information relating to the business and operations of LARC. Thus, AGENCY should warrant to preserve and keep the utmost confidentiality and secrecy of all data and information learned by the agency or by its employee(s) in the course of this agreement. The AGENCY further warrants that all employee(s) assigned or deployed to do and perform work for LARC's requirement are properly oriented, appraised, and well-informed of this warranty and shall so uphold the confidentiality thereof.

b. All information disclosed to the CONTRACTOR, its directors, officers, employees, personnel, agents, and other persons acting on the CONTRACTOR's behalf, arising out of or as a result of this Service Contract, shall be confidential in nature and shall remain



LARC property and shall be used only for the purposes specifically related to this Service Contract. The CONTRACTOR its officers, employees, personnel, agents, or any other persons acting on its behalf, shall not, at any time, disclose such confidential information to any third party without LARC's prior written consent. In the event that the CONTRACTOR, its directors, officers, employees, personnel, agents, and other persons acting on the CONTRACTOR's behalf, is required by law to disclose any information known to the CONTRACTOR as a result of this Service Contract, the CONTRACTOR will provide LARC with prompt prior written notice of such requirement so that LARC may seek an appropriate protective order/ measure. In the event that LARC fails to secure the appropriate order/ measure, the CONTRACTOR its directors, officers, employees, personnel, agents, and other persons acting on the CONTRACTOR's behalf, shall disclose only that portion of the Confidential Information it is legally compelled to disclose. Any breach of any of the provisions on confidentiality by any of the CONTRACTOR's officers, employees, personnel, agents, or any other persons acting on its behalf, shall render the CONTRACTOR solitarily liable to LARC for damages, without prejudice to the civil and criminal actions against the CONTRACTOR, its officers, employees, personnel, agents, and other persons acting on its behalf. The CONTRACTOR shall also be liable for costs and expenses incurred by LARC in connection with the enforcement of provisions of this Confidentiality Clause. The CONTRACTOR acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the CONTRACTOR, its directors, officers, employees, personnel, agents, and other persons acting on the CONTRACTOR's behalf, and that LARC shall be entitled to specific performance, including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available in law or equity. The CONTRACTOR agrees to reimburse LARC for all costs and expenses, including, without limitations, attorney's fees, incurred by LARC in connection with the enforcement of this Confidentiality Clause.

XIV. CONTRACTUAL PERIOD

This Service Contract shall be for a period of one (1) year commencing on the effectivity date provided in the Notice to Proceed and can be renewed up to three (3) years.

LARC may terminate the Service Contract, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon thirty (30) days written notice to the CONTRACTOR.

XV. OTHERS

The CONTRACTOR must provide uniforms and Co. ID to their personnel and must always be worn properly during their duty in LARC;



The CONTRACTOR shall provide a biometric machine for the accurate monitoring of personnel attendance;

All amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by LARC or the appropriate government entities for the Services to be performed under this Service Contract, shall be for the exclusive account of CONTRACTOR.