

**PORT MANAGEMENT OFFICE – ZAMBOANGA DEL NORTE**

Port of Dapitan, Dapitan City Tel. No. (065) 213-6594-95

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**TERMS OF REFERENCE**

**FOR THE PUBLIC BIDDING OF JANITORIAL SERVICES**

 **FOR PMO ZAMBOANGA DEL NORTE**

**FOR THE PERIOD MARCH 1, 2017 TO DECEMBER 31, 2017**

**NAME OF THE PROJECT :Provision of Janitorial Services**

**PROJECT DESCRIPTION :** Provision of adequate workers, supplies and materials necessary in the conduct of Janitorial Services at PMO Zamboanga del Norte, Port of Dapitan, Dapitan City, eight (8) hours daily, six (6) days a week or a total of 26 days in a month for ten (10) janitors.

**QUALIFICATION OF BIDDERS**: Only legitimate firms and contractors who possess the following qualifications may participate and submit proposals;

1. Prospective bidders with experience of at least ten (10) years, and having completed within the last 5 years a single contract that is similar to the contract to be bid, whose value must be at least 50% of the Approved Budget for the Contract (ABC) of the herein project;
2. In the absence of the above, the following conditions shall be met in order to qualify:
	1. The bidder should have completed at least ten (10) similar contracts, the aggregate amounts of which should be equivalent to at least 50% of the herein ABC;
	2. The largest of this similar contracts must be equivalent to at least 25% of the ABC of the herein project;
	3. The prospective bidder’s company must have been in existence for at least three (3) consecutive years, prior to the advertisement of the herein project.
3. Must be able to provide manpower for at least ten (10) personnel;
4. Must have a working capital necessary to finance operations for three (3) months inclusive of materials, salaries and benefits;
5. Must have no derogatory record;
6. Must be duly registered with the proper government authorities not limited to SSS, Philhealth, HDMF ( Pag-Ibig), DOLE and PhilGEPS.
7. Must not be related with the Procuring Entity or a member of the BAC, TWG, Secretariat, pursuant to the Rule XV, Section 47 of R.A. 9184.

**AMOUNT OF BID** : Amount of Bid should comply with the following limitations: Approved Budget for the Contract is **ONE MILLION FIVE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED SIXTY-NINE PESOS AND 08/100 ONLY(P1,526,969.08)** which should include the salary, 13th month pay, 5 days Service Incentive Leave, SSS, EC, Philhealth, HDMF, VAT and other benefits of TEN (10) Janitors including Overtime pay in accordance with existing Labor Laws and other laws that hereinafter be enacted (25% on Regular Holidays and 30% on Special Holidays) premium over and above the basic salary. It should include the cost of supplies and materials as indicated in the bid form.

**DISQUALIFICATION OF PROSPECTIVE BIDDERS**: The following shall be grounds for the disqualification of prospective bidders to wit;

1. Misrepresentation and/or falsification of any information and statements submitted to the Authority.
2. Incomplete information/did not meet any or all of the qualification requirements.
3. Derogatory record
4. If a bidder has conflicting interest as define under par. 4 (4.1 to 4.2) of the Instruction to Bidders and Rule XV, Section 47 of R.A. 9184.

If the misrepresentation and/or falsification of the information submitted is found during the bid evaluation, the bid shall automatically rejected.

**PROSPECTIVE BIDDERS RESPONSIBILITY**: The prospective bidders shall be responsible for having taken steps to carefully examine all of the documents and acknowledge all the conditions affecting the carrying out of the contract work. Failure to do so shall be at the prospective bidder’s risk.

The Authority shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective bidder out of the data furnished by the Authority.

**SUBMISSION AND OPENING OF BIDS/TENDERS**: Bids shall be submitted in one (1) sealed envelope and shall contain the following:

 Envelope 1 – Eligibility Requirements and Technical Component

 Envelope 2 – Financial Proposal

All the documents shall be submitted in Six (6)sets – one (1) original and five (5) photocopies. Bidders shall write on the enveloped the name of the contract to be bid and the name of the bidder in capital letters, addressed to the PMO Zamboanga del Norte Bids and Awards Committee, Port of Dapitan, Brgy. San Vicente, Dapitan City.

The proposal must be duly signed by the contractor or his duly authorized representative. All bids must be accompanied by a bid security in ANYof the following acceptable forms and amounts in Philippine currency.

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| **Form of Bid Security** | **Amount of Bid Security****(Equal to Percentage of****The ABC)** |
|  1. Bid Securing Declaration | Duly Notarized |
| 2.a. Cash or cashier's /manager's check issued by a Universal or Commercial Bank.b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.c. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.  Surety Bond shall remain valid for One Hundred Twenty (120) calendar days from the date of the opening of Bids. | (2% of ABC, **Php30,539.38**)(2% of ABC, **Php30,539.38**)(5% of ABC, **Php76,348.45)** |

Bid security secured from the following insurance companies blacklisted by PPA shall not be accepted:

1. Eastern Assurance and Surety Corp.
2. Stronghold Insurance Co.
3. South Sea Surety and Insurance Co. Inc.
4. Algen Insurance Corporation (formerly Acropolis Central Guarantee Corp)

A bid, which is not accompanied by the required bid security, or a bid accompanied by a bid security which is lower than what is required, shall be rejected outright.

**QUALIFICATIONOF WORKERS**: The Contractor shall certify that the workers assigned are physically, mentally and morally fit, experienced, well trained, thoroughly screened. The personnel have not reached the compulsory retirement age.

**SUPERVISION OF WORKERS**: The contractor shall exercise sole supervision and control over the procedure adopted in the provision of the services and the performance of the personnel assigned to the Authority. The contractor shall assign a Supervisor who will visit the PMO premises three (3) times a week and ensures that the services required are implemented. The Contractor fully agrees to allow PPA to exercise full control and supervision over the functions and activities of Janitors deployed in the Port Management Office of Zamboanga del Norte on any or all matters regarding their respective work assignments in PPA.

**SELECTION AND DISCHARGE OF WORKERS**: The Contractor shall have the exclusive discretion in the selection and discharge of its employee to be assigned to the Authority. The Authority however shall have the right to substitute or change an employee or worker assigned to the Authority on any of, but not limited to the following grounds;

1. Untoward act/acts and/or behavior
2. Misconduct
3. Inefficiency
4. Malfeasance
5. Negligence

**PAYMENT OF CONTRACT PRICE:** The payment of the contract amount shall be made every 16thday of the current month and every first day of the following month upon receipt by the Authority of the certification from the Contractor and duly concurred by the Contractor’s employees assigned to the Authority that the salaries of the immediately preceding 15 – days period have been paid and received including remittance reports and Official Receipts of SSS, Philhealth and HDMF.

**COMPENSATION:** The Contractor shall pay its employees assigned to the Authority the minimum amount of P 280/ day based on the latest Wage Order no. RIX -18 approved by the Regional Tripartite Wages and Productivity Board IX, Zamboanga Peninsula Region.The annual compensation shall be computed as follows;

Wages per Janitor per year:

 Basic Daily Wage x 26 days x 12 months + 5 days SIL + 13th month

Wages for Ten (10) janitors for 1 year:

 Total Wages per janitor per year x 10 x 1

Furthermore, the Contractor shall advance the salaries of its worker assigned with the Authority in the case of the Contractor fails to collect from the Authority for reasons beyond the control of the Authority.

**SUPPLIES AND MATERIALS**: The contractor shall provide the following supplies and materials with the given corresponding average price on a regular monthly basis and may vary as the need arises.

 ITEMS UNIT PRICE TOTAL AMOUNT

1. Mophead P 56.00 1,120.00
2. Soft Broom 86.00 1,720.00
3. Stick Broom 20.00 360.00
4. Detergent Powder 5.00 10,000.00
5. Rubber Hand Gloves 78.00 930.00
6. Scotch BriteBrush 25.00 250.00
7. Furniture Rug (Flanilla) 26.00 780.00
8. Toilet Bowl Brush 26.00 390.00
9. Detergent Bar Soap 26.00 1,300.00
10. Cleanser (Ajax) 45.00 2,160.00
11. Bleach (Zonrox/Hypo) 110.00 3,300.00
12. Deodorizer (Albatross) 28.00 1,400.00
13. Room Freshener 200.00 11,000.00
14. Floor Deodorizer (Downy) 7.00 5,250.00
15. Disinfectant (Lysol) 456.00 6,840.00
16. Garbage Bag,Plastic,Big 16.00 3,200.00

TOTAL AMOUNT 50,000.00

Total supplies and materials per month = P 5,000.00

Total supplies and materials per year = P 5,000.00 x 10 months

**COMPULSORY COVERAGE OF WORKERS**: Compulsory coverage of all workers assigned to the Authority with the SSS, Philhealth, HDMF ( Pag-ibig ) and all payments for employees under any and all laws shall be the sole responsibility of the contractor. Starting with the second month of the effectivity of the Contract up to the month immediately after the termination, the Contractor should submit proof of SSS premiums, Philhealth, HDMF, EC and all payments for each employee under the law.

**EMPLOYER-EMPLOYEERELATIONSHIP**: No worker of the Contractor assigned to the Authority shall ever be deemed as employee or agent of the Authority and that the Contractor shall warrant that no employer-employee relationship exists between the Contractor and the Authority. Should the Authority be sued by any employee of the Contractor, the Contractor shall defend the Authority and assume any and all liabilities which may be rendered against the Authority.

**DURATIONOF CONTRACT**: The contract shall be effective for 10 months and shall take effect upon the receipt of the NOTICE TO PROCEED.

**TERMINATION OF CONTRACT**: The Authority shall have the right to terminate the Contract upon 30 days-written notice to the Contractor on the following grounds;

1. In case the Contractor unreasonably fails or refuses to perform its obligations in a manner which may be consistent with the achievement of the results of the Contract.
2. In case the Contractor fails to comply with any of the terms of the Contract; and
3. In case of unavailability of the Authority’s funds appropriated/allocated for the Port Management Office of Zamboanga del Norte.

However, in the event that the Contractor fails to render the services under the Contract due to a strike by and/or labor dispute with its employees or any matter related thereto, the services of the Contractor shall automatically be terminated without need of any written notice.

Furthermore, any violation by the Contractor or its employees of the confidentiality provided in the Contracts shall entitle the Authority to the damages and other remedies and a ground for the unilateral termination of the Contract by the Authority without any notice.

**VENUE OF ACTION**: Any action that may arise from this Contract shall be instituted in the proper court of Dapitan City and by the signing and execution thereof, the parties hereby submitted themselves to such exclusive venue.

**OTHER CONDITIONS**:

1. The Authority shall not be responsible for any/or all liabilities arising out of accident, death or injury to the Contractor and its employees occasioned by and/or connected with the performance of the services under the Contract. Neither shall the Authority be liable for any injury, loss or damage caused by the Contractor and/or its worker assigned to the Authority to any person and/or property in connection with the performance of the services under the Contract. The Contractor shall assume all liabilities for any such accident, injury, loss or damage mentioned and shall save and free the Authority there from.
2. The Contractor shall cooperate with the Authority 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 against the Authority and/or employees or against the Authority and/or its employees upon request of the Authority.
3. The Authority shall have the right to search the Contractor’s employees assigned to the Authority before entering and leaving the Authority premises as a security and precautionary measure against damages or losses.
4. Any information or data that may come to the knowledge of, acquired and/or obtained by the CONTRACTOR and its employees in the performance of the services under Contract with the Authority, shall not be made known to anyone without the written permission from the Authority. Regardless of the period of this contract, the contractor 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 the Authority.
5. The employees of the Contractor assigned to the Authority may use the Authority’s equipment, in the event that the Contractor lacks the equipment necessary to carry out the services under the contract. Provided, however, that any damage resulting from the use of the said equipment may occur, the Contractor, at his expense, shall be responsible for the repair and rehabilitation of the same.
6. The Contractor shall require all its employees assigned to the Authority to observe all rules and regulations of the Authority in the performance of the services under the Contract and while in the premises of the Authority.
7. The Contractor shall ensure continuous and uninterrupted rendition of the services under the Contract. In case of absence of the Contractor’s employees assigned to the Authority, the Contractor shall provide a regular reliever to effect the immediate replacement of such absent employee/s.
8. The Contractor shall fully agree to increase or decrease number of Janitorial personnel to be deployed under the Contract, subject to actual janitorial manpower requirement of PMO Zamboanga del Norte during the effectivity of the Contract.
9. The Contractor shall maintain a staff and/or supervisor based in Dapitan City to facilitate administrative functions including processing of payrolls, timesheets and other relevant documents pertinent to the administration of the services herein required. It should be understood; that no PPA resources (time, materials and supplies) shall be used by any personnel deployed by the service contractor for any other function other than those assigned by PPA.

RECOMMENDING APPROVAL:

 APPROVED:

**(SGD)ARLENE A. OBORDO**

Chairperson, BAC-PG-ZDN

 **(SGD)ENGR. SALVADOR L. DELINA**

 Port Manager