

# MEMORANDUM OF AGREEMENT

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## KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this JAN 02 2025, by and between:

**DEPARTMENT OF FINANCE**, a government agency of the Republic of the Philippines, with principal address at the DOF Building, BSP Complex, Roxas Blvd., Manila, represented herein by Secretary **RALPH GONZALEZ RECTO**, and herein referred to as the “**Procuring Entity**.”

- and -

**LBP RESOURCES AND DEVELOPMENT CORPORATION (LBRDC)**, a corporation duly organized and existing under Philippine laws with office address located at 24<sup>th</sup> Floor LBP Plaza, 1598 M.H. Del Pilar cor. Dr. J. Quintos Street, Malate, Manila, duly represented herein by its President & CEO, **MR. RICARDO C. JULIANO, MNSA**, who has been authorized by its Board of Directors under Board Resolution 22-04-15, as evidenced by the Secretary's Certificate attached and marked as “**Annex A**,” and herein referred to as the “**Service Provider**.”

### ***ANTECEDENTS, That:***

Procuring Entity procured through Negotiated Procurement (Agency to Agency) in accordance with Section 53.5 and other provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 (Government Procurement Reform Act) for the One (1) Year provision of Janitorial Services for the Department of Finance.

The Service Provider has agreed to provide the Procuring Entity's requirements under this Agreement's terms and conditions.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a. Schedule of Requirements (Annex B)
- b. Technical Specifications (Annex C)
- c. Special Conditions of the Contract (Annex D)
- d. Proposal with Terms and Conditions of LBP Resources and Development Corporation dated December 3, 2024 (Annex E)

Accordingly, the parties agree on the following terms and conditions:

### **ARTICLE I DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

1. The Service Provider shall deliver to Procuring Entity the provision for janitorial services under an institutional contract of service workers arrangement with the following specifications:
  - a. The contract period shall commence from the date both parties signed this Agreement until December 31, 2025.

- c. Provision of janitorial services shall be based on the actual requirement of the Procuring Entity at the beginning of the contract, subject to adjustment during the period covered. The Procuring Entity shall notify the Service Provider at least a month prior to effectivity of the adjustment;
- d. The provision and deployment of required manpower shall be for the Philippine standard labor hours; extended hours shall be on a need basis only; and
- e. The Procuring Entity reserves the right for immediate replacement of the assigned service personnel upon proper request/notification to the Service Provider on the following grounds:
  1. Unsatisfactory/poor performance.
  2. Validated complaints due to attitude problem, dishonesty, carelessness and incompetence and other unacceptable traits/behavior.
  3. Blatant violation of the Procuring Entity's rules and regulations.
  4. Offenses against the interest of co-worker.
  5. Other acts and deeds that deemed derogatory and may jeopardize the position of the DOF, its officers, employees, clients and guests.

## 2. Delivery Schedule

Service Provider shall deliver the services to the Head Office of the Procuring Entity located at DOF Building, BSP Complex, Roxas Blvd., Manila City.

3. Service Provider shall directly undertake the delivery of the services covered by this Agreement and cannot engage, subcontract, or assign any other Service Provider to undertake the performance of the services acquired unless the Procuring entity approve the same.
4. Workers hired shall remain to be employees of the Service Provider.
5. The discipline of workers shall be the responsibility of the Service Provider. The Procuring Entity shall report to the Service Provider any misconduct or wrongdoing of the said worker pertaining to the workers duties and responsibilities.
6. The Service Provider shall be responsible for the compensation of the deployed employees including compliance of existing labor law and DOLE issuances, including all the statutory benefits mandated by law and not limited to the necessary social security benefits.

## ARTICLE II CONTRACT PRICE AND PAYMENT

7. Procuring Entity shall pay the Service Provider the total contract price in the amount of **EIGHTEEN MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SEVEN PESOS AND FORTY-ONE CENTAVOS (Php18,479,727.41)**, inclusive of all applicable taxes, herein called the "**Contract Price.**"
8. Service Provider shall submit the statement or billing within five (5) calendar days from the beginning of each month, and the Procuring Entity shall pay the Service Provider within thirty (30) calendar days from receipt.
9. The billable amount under this contract may be updated or adjusted in consideration of the following:

- a. Duly approved DOLE - National Wages and Productivity Commission (NWPC) wage increase; and
- b. Duly approved adjustments by the implementing body of contributions on mandatory statutory benefits such as but not limited to SSS, Philhealth, and HDMF (Pag-IBIG) and related thereto.

### **ARTICLE III BREACH OF CONTRACT AND LIQUIDATED DAMAGES**

10. In case of breach or delay in the delivery of service, the Service Provider shall pay the amount of one-tenth (1/10) of one percent (1%) of the cost of the undelivered items per day of delay per delivery schedule as liquidated damages which shall be automatically deducted from any payment due the Service Provider. Procuring Entity shall rescind the contract, without prejudice to the availment of other courses of action and remedies, once the cumulative amount of liquidated damages reaches ten percent (10%) of the total contract amount.

### **ARTICLE IV DISPUTE RESOLUTION**

11. Any dispute arising from this Agreement shall first be settled amicably between the Procuring Entity and the Service Provider. Failure to settle within 30 days from notice of dispute, which may be extended for another period not exceeding 30 days, entitles the aggrieved party to resort to the remedies provided under Presidential Decree No. 242, 1979 (Dispute Procedures Governing between and among the Departments, Bureaus, Offices, Agencies, and Instrumentalities of the National Government).

### **ARTICLE V CONTRACT DURATION**

12. This Agreement shall start from the date of its approval until December 31, 2025, and unless sooner terminated in accordance with the provisions of RA No. 9184. Full delivery of all goods and services required in accordance with the agreed delivery schedule.

### **ARTICLE VI MISCELLANEOUS PROVISIONS**

13. All mandatory provisions of RA 9184, its rules and other pertinent laws, rules, and regulations, and all the terms and conditions as outlined in the Price Quotation of the Service Provider shall form an integral part of this contract.
14. Amendment or revision of any provision shall be upon mutual agreement and approval of both the Procuring Entity and the Service Provider.
15. **DATA PRIVACY COMPLIANCE** - The PARTIES shall comply with the provisions of RA No. 10173, otherwise known as the "Data Privacy Act of 2012", its IRR, issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the

personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

16. CONSENT TO THE PROCESSING OF PERSONNEL INFORMATION - As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity's processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

## ARTICLE VII SEPARABILITY CLAUSE

17. If any paragraph, subparagraph, or part of this contract is declared by a competent court to be contrary to law, public policy, or otherwise declared invalid, such shall not affect the other paragraph, sub-paragraphs, or parts of this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at the City of Manila.

JAN 02 2025

**LBP RESOURCES AND  
DEVELOPMENT CORPORATION**  
(Service Provider)

**DEPARTMENT OF FINANCE**  
(Procuring Entity)

By:

By:

  
**RICARDO C. JULIANO, MNSA**  
*President & CEO*

  
**RALPH GONZALEZ RECTO**  
*Secretary*



**SIGNED IN THE PRESENCE OF:**

  
**NERI T. BELEY**  
*Acting Head*  
*Property Management & Maintenance*  
*Services Department*

  
**RICHARD G. MANZANO**  
*Chief Administrative Officer*  
*General Services Division, Central*  
*Administration Office*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared and presented their government-issued identification cards bearing photograph and signature:

<i>NAME</i>	<i>VALID ID</i>	<i>PLACE / DATE ISSUED</i>
<b>RICARDO C. JULIANO</b>		

Known/identified to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their voluntary act and deed and of the corporation/s herein represented.

The above instrument refers to a Contract Agreement, and consists of six (6) pages including this page where the acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 02 day of JAN, 2025 at the City of Manila.

Doc. No. : 01 ;  
Page No. : 01 ;  
Book No. : CVIN ;  
Series of 2025

*Nelson H. Manalili*  
**ATTY. NELSON H. MANALILI**  
 Notary Public Until 12-31-2025  
 Commission No. 2024-021  
 IBP No. 487672 / 12-26-2024 (For 2025) / Manila  
 PTR No. 2041476 / 01-02-2025 / Manila  
 Roll of Attorneys No. 45757  
 MCLE Compliance No. 1811-2024 / 12-01-22 / Pasig  
 64 T.M. Kalaw Avenue, Ermita, Manila

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared and presented their government-issued identification cards bearing photograph and signature:

<b>NAME</b>	<b>VALID ID</b>	<b>PLACE/DATE ISSUED</b>
<b>RALPH GONZALEZ RECTO</b>	<b>TIN 131-909-699-000</b>	<b>Lipa City, Batangas February 12, 2016</b>

Known/identified to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed and of the corporation/s herein represented.

The above instrument refers to a Contract Agreement and consists of six (6) pages, including this page where the acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_\_ day of JAN 02 2025, 2025 at the City of Manila.

Doc. No. : 115 ;  
Page No. : 23 ;  
Book No. : XIII ;  
Series of 2025

**ATTY. JOHN EDWARD TRINIDAD ANG**  
Notary Public for City of Manila-Until Dec 31, 2024  
Notarial Commission No. 2523-091  
2nd Floor Midland Plaza Hotel, Adriano St., Ermita Mla  
IBP No. 329700- Jan 3, 2024  
P.T.R. No. 1535522 - Jan. 3, 2024  
Roll No. 68731 / MCLE No. VI-0011675-04/14/2025  
TIN: NO: 252-274-193-00000

REPUBLIC OF THE PHILIPPINES)  
MANILA.....) S.S.

SECRETARY'S CERTIFICATE

I, **KENNETH A. BUENAVENTURA**, of legal age, Filipino and with office address at Land Bank Plaza, 1598 M.H. Del Pilar, corner Dr. J. Quintos Streets, Malate, Manila, Philippines, after having been duly sworn to in accordance with law, do hereby depose and state that:


1. I am the Corporate Secretary of **LBP RESOURCES AND DEVELOPMENT CORPORATION (LBRDC)**, formerly LB (Land Bank) Realty Development Corporation, a corporation duly organized and existing under the laws of the Philippines, with principal office and place of business at the above-stated address;
2. As Corporate Secretary, I am the custodian of the corporate books and records of LBRDC, including Minutes and Resolutions of its Board of Directors;
3. During the regular meeting of the LBRDC Board of Directors duly held and convened on 26 April 2022, and duly conducted with a quorum present throughout, the Board, per **Board Res. No. 22-04-15**, approved the amendment to the LBRDC Codified Approving and Signing Authority (CASA).
4. Under the amended LBRDC CASA, the President and CEO, on behalf of LBRDC, has the authority to offer and/or submit quotation or bid for construction and renovation projects, manpower and maintenance services and other related services for New Business and Other Clients (not LBP & Subsidiaries).
5. The foregoing **Board Res. No. 22-04-15** has not been annulled, revoked and amended in any way whatsoever, and the same is in full force and effect on the date hereof.
6. Per records of the Corporation, DIR. RICARDO C. JULIANO is the President and CEO of LBRDC.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of LBRDC in Manila, Philippines, this 27 day of December 2024.

**KENNETH A. BUENAVENTURA**  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 27 day of December, 2024, in the City of Manila, Philippines; affiant exhibiting to me a competent proof of identity – LBP ID No. \_\_\_\_\_ Driver's License No. CO7-11-69926

Doc No. 200 ;  
Page No. 41 ;  
Book No. 1 ;  
Series of 2024

  
**Atty. JESUS F. MORAN** L.L.  
Commission No. 2023-227  
Valid until December 31, 2024  
Notary Public for the City of Manila  
Quintos Sr. cor. Simoun Sampaloc, Manila  
MCLE Compliance: Admitted to the Bar on 05-02-2023  
Roll No. 86619 / IBP No. 331847 / 12-20-23 / Manila III  
PTR No. 1548367 City of Manila issued on 01-10-2024

## *Section VI. Schedule of Requirements*

The following shall be provided by the Contractor for CY 2025:

Item Number	Description	Quantity	Delivered, Weeks / Months
A.1	<p><b><u>SUPERVISOR</u></b></p> <ul style="list-style-type: none"> <li>- Male/Female</li> <li>- Physically and Mentally Fit</li> <li>- Two (2) years of college studies</li> <li>- Professionally Trained for Housekeeping with certificate</li> <li>- Must have relevant experience for the past five (5) years</li> <li>- Must have experienced in supervising a manpower complement of more than 50 janitors</li> </ul>	1	12 months
A.2	<p><b><u>JANITOR</u></b></p> <ul style="list-style-type: none"> <li>- Male/Female</li> <li>- Physically and Mentally Fit</li> <li>- At least High School Graduate</li> <li>- Professionally Trained for Housekeeping with certificate</li> <li>- At least two (2) janitors must possess practical know-how in gardening and landscaping</li> </ul>	50	12 months

Item No.	DESCRIPTION	UNIT	USAGE	QTY
<b>B.</b>	<b>MATERIALS/SUPPLIES/CLEANING AGENTS to be provided by the Contractor on a <u>MONTHLY BASIS</u></b>			
1	Air Freshener (Lysol) 340g, Lavender mist	can	Offices	15
2	All purpose Cleaner, 1 gal	gal	Flooring/CR/hallway	12
3	Bleaching Agent, 1gal	gal	Rags	6
4	Bowl and Urinal Cleaner, Bactericidal, 1 gal	gal	CR	2
5	Carpet Shampoo, 1gal	gal	Flooring	6
6	Carpet Stain Remover, 1 gal	gal	Flooring	3
7	Deodorant Cake, 50g	pcs	Comfort Rm	100
8	Deodorizer, Automatic Refill Glade (Lavender), 175g	pcs	Offices	30
9	Scented Gel, 180g (Lavender)	pcs	Offices	30
10	Complete Wax (Johnson or equivalent), 1 gal	gal	Flooring	3



			(pantry/hallway)	
11	Cleaning Towel, color coded (3)	pcs	Office/CR	33
12	Forward Cleaner, 1gal	gal	Scrubbing floors	1
13	Furniture Polish (Pledge or equivalent), 330ml	can		12
14	Insecticide, 500ml	can	Glass Surface	10
15	Liquid Hand Soap with Olive Oil or Aloe Vera, 1 gal	gal		12
16	Marble Crystallizer (Novater), 1 gal	gal	CR	1
17	Metal Polish, 150ml	can	Marble Surface	10
18	Rags	kilo	CR/Pantry	5
19	Scouring Pad - Scotch Brite	pcs	CR	20
20	Broom Stick	pcs	Carpet	5
21	Plastic Broom	pcs	CR	5
22	Tissue roll - Jumbo, mixed grade, 2 ply	rolls	CR	150
23	Tissue roll – regular, mixed grade, 2 ply	rolls	CR	500
24	Trash Bag (XXL)plastic, color coded White, Yellow, Green (Biodegradable)	pcs		600
25	Trash Bag (M) Black (Biodegradable)	pcs		400
26	Sando Bag Red, Tiny, (Biodegradable)	pcs		100
27	Powder Soap, kilo	kilo		10
28	Broom (Walis Tambo)	pcs	Flooring	5
29	Interfolded Paper Towel, 150 pulls, 30gsm, 1 ply, mixed grade	packs	CR	450
30	Liquid Fabric Softener, Lavender and Vanilla Bean, 3.40 liters	bottle	CR	10
31	Battery, Size AA	pcs		200

**NOTE: CLEANING MATERIALS TO BE USED SHOULDN'T HAVE FOUL ODOR**

<b>C.</b>	<b>SUPPLIES to be provided on a QUARTERLY BASIS</b>			
1	Bowl Brush, Plastic	pcs	CR/Urinal/Lavatory	3
2	Scrub Brush - Nylon with bracket for polisher, 16"	pcs	For Pebbles Stairways	2
3	Dust pan plastic	pcs		5
4	Glass Squeegee with detachable long handle	pcs	Glass surface	5
5	Rubber Gloves	pairs	Janitors	51
6	Hand Brush	pcs	CR	5
7	Mop Handle - Aluminum	pcs	Pantry/CR	10

17	Disinfectant Solution, Virux (100 Tablets)	bottles		2
18	PPE for Disinfection	sets		6
19	Spray Bottle, 500ml	pcs		8
20	Glass Cleaner, 1 gal	gal	Glass Surface	3
<b>D.</b>	<b>CLEANING EQUIPMENT to be provided By the Contractor</b>			
1	Carpet Sweeper rubber maid	unit		8
2	Dusting Wands, micro fiber extendable	unit		4
3	Mop Squeezer with wringer, 20 liters	unit		8
4	Wheeled Trash Can, 95 gal	unit		8
<b>E.</b>	<b>ADDITIONAL ITEMS</b>			
1	Push cart, 300kg	unit		2
2	Caution Sign, A type	unit		50
3	Rubber Boots	pairs		3
4	Rubberized Rain Coats	sets		3
5	Chemical Sprayer, 18 liters	sets		2
6	Uniforms (2-Polo Jacket and 1-Polo Shirt)	sets		51
<b>F.</b>	<b>Cleaning Equipment that should be provided by the CONTRACTOR without cost to DOF.</b>			
1	Polisher Floor 16", Low speed	unit	All Hallway	4
2	Polisher Floor 16", High speed	unit	All Pantry	1
3	Vacuum cleaner (wet/dry), 20 liter	unit		8
4	Garden Bolo	pc		1
5	Grass Cutter, cordless with rechargeable battery	unit		2
6	Portable Blower, 600W	unit	Carpet	1
7	Water Hose with Sprinkler head (50 m)	set		1
8	Garden Pruning Scissors	pcs		2
9	Heavy Duty Garden Scissors	pcs		2
10	Pressure Washer	sets		2
11	Carpet Extractor	unit		2

All Materials, Supplies, and Cleaning Agents must be provided on a Monthly and Quarterly basis, to be charged with DOF, and it should be delivered every 5<sup>th</sup> day of the Month. While the Cleaning Equipment and Additional Items to be provided by the Contractor without Cost to DOF should be delivered every 20<sup>th</sup> day of the Month.

## *Section VII. Technical Specifications*

# Terms of Reference

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Item No.	DESCRIPTION	Statement of Compliance
1	<b>Stability of the Company</b>	
	<b>a) Years of Experiences</b> - Has been in the business for ten (10) years  - Has provided janitorial services to government and financial institution  - Bidder shall submit certification under oath of list of contracts completed for the past five (5) years (CY 2019-2023)	
	<b>b) Organizational Set-up</b>  - Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders	
2	<b>Resources</b>	
	<b>a) Number and Kind of Cleaning Equipment</b>  - Submit an undertaking on the ownership of the equipment  - Submit an undertaking on the adequacy of supply for one (1) month  <b>b) Number of Janitors/Supervisors</b>  - Submit certification under oath of its janitorial service complement of at least 1,000 personnel (supervisor and staff) deployed to clients for CY 2023 & 2024	

Item	Specifications	Bidder’s Proposed Specifications	Statement of Compliance
3	<b>Housekeeping Plan (should be submitted after the issuance of the NTP)</b>		
	<b>a) Scope of work should be both exterior and interior parts of the</b>		

	<p><b>building</b></p> <ul style="list-style-type: none"> <li>- DOF Building (Ground Floor -7<sup>th</sup> Floor) and 7<sup>th</sup> Floor, EDPC Bldg.</li> <li>- Driveway and Ground Parking Area</li> <li>- Women’s Park/Flagpole Area/Ramp</li> <li>- Concrete pavement/rooftop/ elevator and fire exits</li> </ul>		
<b>4</b>	<b>Other factors</b>		
	<p><b>a) Recruitment and Selection Criteria</b></p> <ul style="list-style-type: none"> <li>- Submit company policy on recruitment/ selection criteria of supervisors and janitors</li> </ul> <p><b>c) Benefits entitled to Janitors/Supervisor</b></p> <ul style="list-style-type: none"> <li>- Submit certification under oath of the additional benefits entitled for Janitors and Supervisor to be deployed in the DOF</li> </ul>		

**SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

To hire service provider for the supply of labor, tools, equipment, materials and supplies including supervision for janitorial, sanitation, hauling and other related services which includes general cleaning and janitorial maintenance works for CY 2025 for the DOF in accordance with its prescribed benchmarks, standards, methodologies and approved janitorial plans and manpower deployment schedule.

**WORKMANSHIP**

Only qualified and skilled personnel of the CONTRACTOR with sufficient experience and trainings in similar operations shall be allowed to undertake the required work as provided for in any and all parts of the scope of works and technical specifications of the project.

## INSPECTION OF SITE

The CONTRACTOR acknowledges, warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

**\*Certificate of Site Inspection should be attached in the Bid Proposal.**

## REJECTIONS

Materials, supplies, cleaning agents, tools and equipment not in conformance with the provisions of the technical specifications and scope of work of this project shall be rejected anytime during the contract period. The CONTRACTOR shall see to it that all of the materials, supplies, cleaning agents, tools and equipment as required in this Contract be available for use at all times and that there will be no delays in the provision of janitorial, hauling and other related services to be rendered due to lack of supplies or defective tools and equipment.

## PRE-TERMINATION CLAUSE

The Procuring Agency reserves the right to pre-terminate this janitorial contract after thirty (30) calendar days written notice to the CONTRACTOR if in its opinion after due verification of facts that the CONTRACTOR is not providing satisfactory services or not complying with the Terms and Conditions of the contract.

The grounds for the termination of the CONTRACT by the DOF include but not limited to the following:

1. The CONTRACTOR violated any of the Terms and Conditions of the Contract;
2. Non-compliance to the Minimum Wage Law;
3. Non-remittance/Delayed/Under-remittance of SSS contributions and loan amortization of its employees and other mandatory contributions due to government agencies by the CONTRACTOR;
4. Failure to maintain a satisfactory level of performance as a result of an annual performance assessment/evaluation based on a set of performance criteria (Annex A) to be done before the end of each year.

5. Any other act or omission committed by the CONTRACTOR or its supervisor/service personnel which is detrimental or prejudicial to the interest of the DOF, its employee(s), member(s) or public.

### **CONTRACTOR'S RESPONSIBILITIES**

1. The supervisor or service personnel concerned as the case may be shall make available the tools, equipment, supplies and materials and their control records/documents, any time for inspection/review by the GSD-CAO.
2. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the CONTRACTOR.
3. The CONTRACTOR and its service personnel including the Supervisor deployed at the DOF shall agree to abide with its performance and security requirements in general and in the department/office where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of the Department. For this purpose, all service personnel shall attend an orientation seminar or briefing to be conducted by the DOF before they are allowed to work at the Department.
4. The CONTRACTOR shall provide the required uniforms to all janitorial service personnel appropriate to their positions.
5. The CONTRACTOR's Performance Bond shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the janitor assigned by the CONTRACTOR. In case the bond is not sufficient to cover such losses or damages, the CONTRACTOR shall have to pay the balance directly to the DOF.
6. The CONTRACTOR shall provide their own office equipment and office supplies such as Bundy clock, computer, printer, DTR holder, etc. as part of their administrative cost and at no extra cost to the DOF.
7. The CONTRACTOR shall agree and confirm to the scope of services/work, specifications, standards and methodologies, benchmark, guidelines, procedures and manpower deployment set by the DOF. The CONTRACTOR may complement it with his own plan and schedule of distribution of supplies and materials as well as the tools and equipment to be used and training(s) of employees to attain janitorial service objectives.
8. The CONTRACTOR shall see to it that their personnel use appropriate Personal Protective Equipment when performing activities/tasks that would require its use.

## PERSONNEL

1. The CONTRACTOR shall provide the required number of service personnel and supervisors at all times as stipulated in the manpower complement and deployment.
2. The Supervisor/s, as the case may be, shall act and make decisions in behalf of and for the account of the CONTRACTOR on matters arising from questions or complaints raised by the department/offices or by the service personnel themselves.
3. The Supervisor/s shall have the authority to exercise close supervision over the work of the assigned service personnel. They shall see to it that the service personnel are physically and mentally fit and should not be under the influence of liquor and negative in drug test for all prohibited drugs within 6 months before they are allowed to report to their assigned post.
4. All service personnel are subject for background investigation by the DOF. In case there are incoming relievers who will report to the Department, to replace current relievers during the implementation of the contract, the above-mentioned documents will also be submitted to the GSD-CAO.
5. The service personnel assigned at the DOF must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, physically and mentally fit.
6. The CONTRACTOR shall retrain its service personnel at its own expense to an accredited Training Institute.
7. In case some regular service personnel deployed in DOF are absent, the CONTRACTOR shall provide a manpower as replacement from its pool at no extra cost to the DOF. Forced day-offs of regular service personnel will not be allowed. In no case, shall the service be sub-contracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
8. The service personnel assigned shall only be allowed to work after they have been further screened and accepted by the GSD-CAO. The DOF, however, reserves the right to demand the immediate replacement, upon valid cause, of any service personnel assigned by the CONTRACTOR to the job who, in opinion of the former and approval of the CONTRACTOR, is lack in competency, with questionable honesty and integrity or whose services will be prejudicial to the interests of the DOF. The GSD-CAO shall give written notice to the CONTRACTOR whenever any of these service personnel are to be replaced or removed. The number of



1. All personnel assigned in the DOF should be directly under the supervision of LBRDC-Supervisor deployed in the area and all documents for the replacement of employees for leave/resigned/other form of separation shall be for evaluation/approval of the LBRDC through its deployed Supervisor.

#### **TIME SCHEDULE AND PROGRAM OF SERVICES**

1. The CONTRACTOR shall provide the required janitorial services in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment.
2. Each service personnel shall be required to render a minimum of eight (8) hours service daily. Only when required and upon approval by the DOF shall a janitor/utility/hauler be allowed to work beyond the specified 8-hour limit and during legal and special holidays subject for verification and approval by the GSD-CAO.
3. The CONTRACTOR shall submit weekly to the GSD-CAO the Daily Toilet Cleaning Checklist signed by the CONTRACTOR's authorized personnel and End-user's respective building supervisor.
4. Overtime services may be allowed but subject for verification and recommending approval by the LBRDC-Housekeeping Supervisor or authorized representative and for approval of GSD-CAO. Only authorized overtime services shall be compensated.
5. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Department.

#### **MONITORING AND VALIDATION OF ATTENDANCE**

1. The LBRDC-Supervisor shall prepare a summary of attendance of the service personnel
2. The daily time records and attendance log sheets, prepared by the CONTRACTOR's authorized Supervisor and checked by the GSD-CAO shall be the basis in the preparation of payroll and payment by the DOF.

#### **PAYMENTS**

1. The labor cost must be based on the Minimum Wage Law and its amendments.
2. The DOF shall pay the CONTRACTOR based on the man-days/hours rendered by the service personnel (regular & relievers) in accordance with the prevailing minimum wage rate. GSD-CAO shall process the payments for the services rendered by LBRDC personnel assigned at the DOF upon submission of the CONTRACTOR's

approved per contract, shall be submitted by the CONTRACTOR to the GSD-CAO within seven (7) calendar days from the cut-off date.

7. The CONTRACTOR shall support its billings with the following documents. Failure to do so shall be construed as non-compliance of contractual obligations and will result to none processing of payment due to incomplete documentation.
  - a. Service invoice supported with certified copies of payrolls for regular service personnel and the corresponding proof of deposit stamped-received by the designated depository bank for the ATM accounts of all service personnel. If relievers have no ATM accounts, cash vouchers duly signed by such employee evidencing receipt of payment maybe submitted in lieu of payroll;
  - b. List of absentees with the corresponding area of assignment and name of relievers and date/time of service rendered as confirmed/certified by the CONTRACTOR and the GSD-CAO;
  - c. Certified Photocopy of R-5 (SSS Employer Contributions Payment Return) for the corresponding months authenticated by the SSS Contributions Accounting Department (CAD) / Operations Accounting Section, Cluster Branch;
  - d. Certified Photocopy of payment documents for remittances to Philhealth and HDMF (Pag-ibig) for all service personnel for the corresponding month; and
  - e. Other documentary requirements of the DOF for payments.
8. The amount of employer's share for contributions due to SSS, ECC, Philhealth and Pag-ibig, should be in accordance with its respective schedule of contributions based on monthly salary bracket.
9. The billing together with the supporting documents shall be reviewed, and validated by the GSD-CAO against the summary of attendance. Any discrepancy shall be promptly notified to the CONTRACTOR to effect corrections in the billing.
10. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the CONTRACTOR from the DOF.
11. The GSD-CAO shall prepare the Disbursement Voucher duly signed by the authorized signatories together with the summary of attendance, billing and supporting documents for processing of payment to the Accounting Department.
12. It is understood that all payments shall be subject to the government accounting and auditing rules and regulations.
13. The Contractor shall ensure that their performance bond is valid until the DOF issue

3. Should the CONTRACTOR fail to comply with its obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the DOF shall have the option to either rescind the CONTRACT or deduct from the service fee any amount due and demandable from the CONTRACTOR for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the DOF to confiscate the bond filed by the CONTRACTOR, as well as to avail of other remedies provided for by law.
4. The CONTRACTOR shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.
5. The CONTRACTOR shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to the DOF in connection with the performance of their duties and shall free the Department for any legal suit or liabilities in connection therewith.

### **PRICE ADJUSTMENT**

The contract price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

### **ELIGIBILITY CRITERIA**

The Prospective Bidder should have at least Ten (10) years of experience in providing janitorial services with exposure preferably in government financial institutions and other government offices. The Certificate/s of Satisfactory Performance issued by the Procuring Agency for all the projects of CY 2024 (Government and Private) shall be submitted.

### **DAILY ROUTINE SERVICES (INDOOR)**

1. Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
2. Sweeping and mopping (dry and wet) of horizontal surfaces;
3. Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
4. Cleaning, wiping, disinfecting, dusting-off and/or polishing of furniture, office tables, glass tops, fixture, equipment, appliances, diffusers, window ledges, counters, glass partitions and doors/doorknobs;
5. Cleaning of interior walls, ceiling, and other surfaces.

11. Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
12. Thorough cleaning of stairs, elevators and fire exits.

#### **DAILY ROUTINE SERVICES (GROUNDS/GARDEN)**

1. Sweeping of driveways, rooftop, concrete pavements, premises of building and parking areas including Women's Park;
2. Sweeping and cleaning rubbish and leaves in the surroundings;
3. Emptying and cleaning waste/trash cans in the premises;
4. Pulling of weeds;
5. Watering of plants; and
6. Hose washing and sweeping with hard broom all cement grounds.

#### **DAILY SERVICES (OFFICES)**

1. Sweeping, mopping, spot scrubbing, waxing and polishing of all floors, shall be serviced continuously during hours of public use to guarantee cleanliness;
2. Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms with the use of high quality resources, wash basins, urinal and toilet bowls with the most efficient disinfectant;
3. Dusting and cleaning of all glass tops, inside and outside windows and doors, window ledges, air vent partitions, furniture and fixtures which requires specialized maintenance;
4. Disposal of trash, rubbish and garbage from the confines of the buildings to receptacles provided for the purpose;
5. Reporting of all breakage, electrical malfunctions and other deficiencies that require the attention of the administration;
6. Sweeping soft carpets and vinyl tiles, polishing of vinyl and marble floors, mopping and wet wiping of entrance floors, degreasing and disinfecting of surfaces when necessary;
7. Spot cleaning or glazed areas or glass hot plates, care and maintenance of cleaning machines and other cleaning equipment, cleaning of supply room and removal of cobwebs; and
8. Regular cleaning of walls, mirrors by janitors/janitress assigned in a particular areas and making sure that all doormats are clean and dry.

#### **WEEKLY ROUTINE SERVICES**

1. Washing, scrubbing, waxing and polishing of all floors;
2. Washing of the inside glass windows;
3. Thorough cleaning, waxing and polishing of trash receptacles;
4. Wash all garbage cans with soap and water;
5. Wash light diffusers, front and back of the glass doors and windows;
6. Clean thoroughly all venetian blinds and refrigerators, if any;

10. Cleaning and polishing of internal and external part of windows and panels, chandeliers and other lighting fixtures and brass signage;
11. Washing and drying of rubber matting;
12. General cleaning of (washing with detergents) of trash cans/bins;
13. Trimming ornamental plants/grasses; and
14. Applying insecticides and cutting dry leaves.
15. Thorough disinfection of all DOF premises.

#### **MONTHLY ROUTINE SERVICES**

1. Cleaning and dusting of open top areas of lockers, cleaning vertical surfaces of furniture, scrubbing of walls and tracheas of open ceiling, stripping, sealing and furnishings of floors;
2. Thorough cleaning, sanitizing, scrubbing and disinfecting of comfort rooms, toilet fixtures, lavatories and wash rooms with the use of high quality resources and equipment;
3. Dusting and removing of cobwebs from ceiling of the premises;
4. Cleaning of ornamental plants and polishing of metal signs;
5. General cleaning of draperies and blinds;
6. Disinfecting and sanitizing of all comfort rooms;
7. Performing functions during meetings and other special activities/occasions such as but not limited to cleaning the conference rooms, serving snacks and washing of items/materials used during meetings;
8. Carrying, transporting or moving of office furniture, equipment and supplies within the DOF premises;
9. Fetching water and filling of containers when water is not available;
10. Reporting of any damage to pipe plumbing water and toilet facilities, electrical installation, damaged furniture and fixture which needs immediate repair;
11. Putting of rat baits and removing dead rats in areas where traces of infestations are seen; and
12. Shampooing of carpets as required and as maybe directed by the office head concerned.

**OTHER JANITORIAL ACTIVITIES** and related services that maybe assigned from time to time by the DOF officials and employees.

## JANITORIAL MAINTENANCE WORKS

Scope of Service	Required Standard	Methodology	Frequency
<p>1. Floors, stairways staircases, ceilings, light and A/C diffusers and all other horizontal surfaces.</p>	<ul style="list-style-type: none"> <li>◦ Clean and glossy floors.</li> <li>◦ Free from litters, water spots, stains, germs, foul smell, dust, dirt and cobwebs.</li> <li>◦ Fire escape stairways always free from obstruction</li> </ul>	<ul style="list-style-type: none"> <li>◦ Follow the processes, materials and equipment to be used for each type of horizontal surfaces.</li> <li>◦ Remove gums with spatula or any stain from floor with cleaning solution</li> <li>◦ Provide mops, floor squeegees to all work areas, hallways and lobbies to keep out water and mud.</li> <li>◦ Scrub stairways/staircases of dusts, dirt, stains and other foreign matter.</li> <li>◦ Clean and mop dry fire escape stairways. Remove any obstruction thereon.</li> <li>◦ Use vacuum cleaner to minimize dust accumulation.</li> <li>◦ Clean light diffusers, A/C diffusers from dust accumulation</li> <li>◦ Remove cobwebs from ceiling</li> <li>◦ Crystallization of marble</li> </ul>	<p>As specified</p> <p>As necessary</p> <p>During rainy days only</p> <p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>Yearly</p>
<p>2. Walls, all kinds of doors, partitions and all other vertical Surfaces</p>	<ul style="list-style-type: none"> <li>◦ Clean walls, doors, air vent outlets, glass partitions and all other vertical surfaces within the building premises-free from dust, dirt and stains,</li> </ul>	<ul style="list-style-type: none"> <li>◦ Follow the procedures, materials and equipment to be used for each type of vertical surfaces.</li> <li>◦ Wipe off stains</li> </ul>	<p>As specified</p> <p>Daily</p>

		<p>embedded in walls, doors, partitions, etc. with mild cleaning solution.</p> <ul style="list-style-type: none"> <li>◦ Wipe all door knobs with disinfectant to eliminate transfer of germs and bacteria.</li> <li>◦ Wipe and polish all varnished wooden doors, walls, partitions and other wooden items with furniture polish.</li> </ul>	<p>Daily</p> <p>Weekly</p>
3. Windows, steel grilles, aluminum frames and glass panels	<ul style="list-style-type: none"> <li>◦ Clean and clear window glass panels, grilles and aluminum frames</li> </ul>	<ul style="list-style-type: none"> <li>◦ Wipe all glass panels/windows inside for clean and clear view using a glass squeegee</li> <li>◦ Clean and polish all frames of windows to minimize rust and dust accumulation, mildew and molds</li> </ul>	<p>Weekly</p> <p>Weekly</p>
4. Comfort Rooms,	<ul style="list-style-type: none"> <li>◦ Clean and sanitized</li> <li>◦ Toilet fixtures, mirrors, etc. should be free from stains, dirt, germs and foul smell.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Follow the processes and materials and equipment to be used in the treatment of toilet fixtures and walls.</li> <li>◦ Empty and wash trash receptacles and disinfectant to keep out bacteria and germs</li> <li>◦ Make Common and Executive toilets always clean and sanitized.</li> <li>◦ Clean and wipe all water closets and urinals after every use to eliminate foul odor.</li> <li>◦ Clean with glass cleaner and wipe dry</li> </ul>	<p>As specified</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p>

		<p>all mirrors free of stains and water marks</p> <p>◦ Clean with light diffusers and bulbs to have brighter illumination.</p>	Daily
<p>5. Office Area, Furniture, Equipment and Fixtures</p> <ul style="list-style-type: none"> <li>- tables</li> <li>- chairs</li> <li>- cabinets</li> <li>- office equipment</li> <li>- fixtures</li> </ul>	<p>◦ Clean and sanitized at all times - free from dust, stains and pests.</p>	<p>◦ Remove dust, stains, marks on top of tables, cabinets, chairs and office equipment using a microfiber cleaning cloth</p> <p>◦ Empty waste baskets and disinfectant to eliminate germs and bacteria.</p> <p>◦ Apply wood polish to all wooden furniture to maintain a glossy and clean appearance.</p> <p>◦ Shampoo all fabric upholstered chairs and vacuum-clean.</p> <p>◦ Check, left-over food, Sweep, scrub and mop all floors of pantry</p>	<p>Daily</p> <p>Daily</p> <p>Weekly</p> <p>Monthly and as necessary</p>
<p>6. Pantry</p>	<p>◦ Clean and sanitized at all times - free from dust, stains and pests.</p> <p>◦ Clean walls, floors, railings and other vertical and horizontal surfaces</p> <p>◦ Free from litters, water spots, stains, germs, foul smell, dust, dirt and cobwebs.</p>	<p>◦ Report presence of rodents, insects and pests to the End-user</p> <p>◦ Remove dust, stains, marks on top of tables and chairs</p> <p>◦ Check, left-over food, Sweep, scrub and mop all floors of the pantry</p> <p>◦ Conduct general cleaning, scrubbing, polishing and disinfecting of the pantry.</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Weekly</p>



		<ul style="list-style-type: none"> <li>◦ Empty waste baskets and disinfectant to eliminate germs and bacteria.</li> <li>◦ Collection of garbage will be done thrice a day and during overtime.</li> </ul>	<p>Daily</p> <p>Daily</p>
7. Gym	<ul style="list-style-type: none"> <li>◦ Clean and free from dust, insects and germs</li> <li>◦ Clean walls, floors, railings and other vertical and horizontal surfaces</li> </ul>	<ul style="list-style-type: none"> <li>◦ Remove dust, stains, marks on top of tables, cabinets, chairs and gym equipment using a microfiber cleaning cloth</li> <li>◦ Shampoo all fabric upholstered chairs and vacuum-clean.</li> <li>◦ Collection of garbage will be done twice a day.</li> </ul>	<p>Daily</p> <p>Weekly</p> <p>Daily</p>
8. Records and Stock Rooms	<ul style="list-style-type: none"> <li>◦ Clean and free from dust, insects and germs</li> </ul>	<ul style="list-style-type: none"> <li>◦ Report presence of rodents, insects and pests to the End-user</li> <li>◦ Vacuum-clean all records</li> <li>◦ Sweep, scrub and mop all floors of stockrooms</li> </ul>	<p>Immediately</p> <p>Weekly</p> <p>Daily</p>
9. Blinds and Carpets	<ul style="list-style-type: none"> <li>◦ Clean and free from dust, stains, germs and foul odor.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Check gums, dirt from carpets. Remove gums with cleaning solution and stain remover to preserve appearance. Vacuum clean carpets.</li> <li>◦ Wipe off dust and dirt from surfaces of blinds</li> <li>◦ Remove, wash and rinse blinds and reinstall to original position.</li> </ul>	<p>Daily</p> <p>Daily</p> <p>Weekly</p>

		<ul style="list-style-type: none"> <li>◦ Shampoo carpets and vacuum-clean and dry.</li> </ul>	Quarterly
10. Building Surroundings	<ul style="list-style-type: none"> <li>◦ Clean and litter-free parking areas, driveways and sidewalks &amp; ramp.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Sweep away all dried leaves and litters of the whole surroundings up to the street sidewalks. Dispose to garbage bins.</li> <li>◦ Clean and remove leaves, dirt and debris from roof decks and gutters that would obstruct the flow of rainwater.</li> <li>◦ Pressure wash concrete and pebble-washout surfaces from grease, oil and other sticky substances.</li> <li>◦ Keep all drain openings free from accumulated gravel, sand and other foreign materials that impede the flow of surface water.</li> <li>◦ Wash and brush sidewalks to clear up dust, litter and stuck up foreign matter.</li> </ul>	<p>Daily</p> <p>Daily</p> <p>Weekly</p> <p>Weekly</p> <p>Weekly</p>
11. Elevators	<ul style="list-style-type: none"> <li>◦ Clean walls, floors, railings and other vertical and horizontal surfaces</li> </ul>	<ul style="list-style-type: none"> <li>◦ Conduct general cleaning, scrubbing, polishing and disinfect the elevator interiors. Spray air freshener to maintain clean smell.</li> </ul>	Daily
12. Garbage Collection	<ul style="list-style-type: none"> <li>◦ Well-kept and clean garbage disposal area</li> <li>◦ Trash receptacles and garbage bins should be free from foul smell, bacteria and breeding area for insects.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Provide adequate trash receptacles to various work areas with plastic bag.</li> <li>◦ Practice waste segregation in collecting garbage by using color-coded trash bags such as green bag containing biodegradable wastes,</li> </ul>	<p>As necessary</p> <p>Daily</p>

		<p>clear bag containing non-biodegradable wastes and yellow bag containing recyclables. Collection of garbage will be done twice a day and during overtime. Collected segregated wastes will be deposited to the garbage disposal area.</p> <p>◦ Examine contents of trash receptacles for accidentally disposed but important items.</p>	Weekly
13. Cleaning of Canopies	◦ Clean and free from dried leaves, pieces of paper and other materials	◦ Use safety harness when cleaning canopies of the buildings. Clear canopies from any materials which might clog drains.	Weekly or as necessary
12. Other Janitorial Services		◦ Make available janitors and materials to attend to urgent requests for additional cleaning works	As necessary
B. Utility	<p>◦ Provide utility works to requesting offices</p> <p>◦ Provide manpower for special projects to be assigned from time to time</p>	◦ Make available a pool of janitors who will perform tasks and requests from various offices and for special projects.	As necessary
C. Hauling services	◦ Providing lifting, moving and hauling works to requesting offices	◦ Make available a pool of haulers who will attend to urgent requests for hauling and transfer of supplies, records, furniture of equipment, etc.	As necessary

## MATERIALS, SUPPLIES, CLEANING AGENTS, TOOLS AND EQUIPMENT

1. The CONTRACTOR shall provide and deliver, at its own expense, all the required tools, devices and equipment to the DOF through the GSD-CAO at the start of operations. These shall be stored at the designated place and should be made available for use and 100% operational at all times.
  - 1.a. In case/s of breakdown/malfunction of any of the delivered tools and equipment, the CONTRACTOR shall effect the immediate replacement of the same. CONTRACTOR shall maintain an appropriate quantity of **standby service units** (for the entire duration of the contract) readily available for dispatch to the DOF anytime. Penalty Clause in paragraph I shall be applied for every day of delay in the delivery of the replacement unit to be reckoned from the date of discovery of the equipment breakdown/malfunction.
2. The CONTRACTOR shall provide all cleaning supplies and materials and utilize the tools and equipment as prescribed, appropriate, necessary and incidental to the performance of the job in accordance with the benchmark, standards, methodologies and approved janitorial plan. All cleaning supplies and materials shall be environmentally-friendly. Use of Green Seal certified cleaning products with proper environmental certificates and with universally accepted fragrance is required for comfort rooms. CONTRACTOR shall submit specifications and samples together with appropriate Material Safety Data Sheet/s (MSDS) of its proposed products and materials for evaluation and approval by the GSD-CAO.
3. All deliveries and issuance of supplies and materials should be properly accounted for in a control book to be kept and maintained by the authorized personnel of the CONTRACTOR and noted by the GSD-CAO. There shall be a joint inspection by the GSD-CAO and the CONTRACTOR to check if there are discrepancies in the quantity of items delivered.
4. Mops shall be color-coded according to the purpose intended. Mops for comfort rooms shall not be used for general floor cleaning. All tools and equipment shall be stored out of sight after each use.
5. The CONTRACTORs janitorial plan shall have provisions for such other activities, supplies, material, tools and equipment that are not found in the annexes herein, but are necessary and vital to achieve the intended result of the contract with the DOF.

***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
	The Procuring Entity is Department of Finance.
	The Supplier is LBP Resources and Development Corporation (LBRDC)
	<p>The Funding Source is</p> <p>The Department of Finance (DOF) through the authorized appropriations under the FY 2024 National Expenditure Programs intends to apply the sum of <b>Eighteen Million Eight Hundred Thousand Pesos (PhP18,500,000.00) for the Provision of Janitorial Services in the DOF.</b></p>
	The Project Site is Department of Finance – Manila.
	No further instructions.
	<p>The Procuring Entity’s address for Notices is:</p> <p>Assistant Secretary DAKILA ELTEEN M. NAPAO BAC Chairperson Department of Finance Building, Roxas Boulevard, Malate, Manila</p> <p>The Supplier’s address for Notices is:</p>
	<p>Additional Conditions for the completion of this Contract. The winning bidder shall be responsible for the following:</p> <ol style="list-style-type: none"> <li>a. The Contract should be covered with Non-Disclosure Agreement. All information in regards with the contract and implementation should be considered as confidential. All information and documents produced during the implementation of the contract shall be considered as the DEPARTMENT’s property. Any vital information or sensitive issues of the DEPARTMENT are restricted for dissemination.</li> <li>b. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided by law. Any mandatory approved Wage Increase or adjustment in the monthly SSS Contribution should not increase the administrative cost for this contract because, in cases where a new law or regulation was promulgated after the date of the bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a “no loss-no gain basis” as specified in Section 61.2, Rule XIX-Contract Prices and Warranties of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise</li> </ol>

	<p>The Contract price should include but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Administrative Expenses (10%) Office Supplies and Equipment</li> <li>2. VAT (12%)</li> </ol> <p>c. The Janitorial Service Personnel shall be entitled to additional remuneration, such as reasonable meal allowance and hazard pay on a reimbursable basis for the number of days physically reporting for work specified in an official Department Order issued during National Emergency, subject to existing government accounting and auditing rules and regulations.</p> <p>d. Renewal of Contract for the General Support Services</p> <p>The renewal of the regular and recurring services as services that are essential, indispensable, or necessary to support the operations of the Procuring Entity (PE) or for the enhancement of the welfare of its personnel, such as (i) janitorial and security services; (ii) telecommunications requirements; (iii) provision for water; (iv) rental of office and equipment.</p> <p>The said recurring procurement projects of the government agencies may either secure a Multi-Year Contracting Authority (MYCA) or an equivalent authority, or renew the on-going contract to not more than one (1) year subject to assessment or evaluation of the contractor's performance. In no case shall the total contract renewals exceed two (2) years.</p> <p>The renewal should be in accordance to the Appendix No. 37 "Guidelines of the on Renewal of Regular and Recurring Services" in the IRR of RA 9184.</p>
10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
	No further instructions.
	Maintain the GCC Clause.
	Not Applicable.
	Not Applicable.
	If the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

**LBP RESOURCES & DEVELOPMENT CORPORATION****PROJECT : JANITORIAL SERVICES****LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA****SUBJECT : TERMS AND CONDITIONS****DATE : DECEMBER 03, 2024**

## Terms and Conditions:

1. Rates are not lower than the minimum wage rates for Metro Manila per Wage Order No. 25 effective July 17, 2024. In case of mandated minimum wage increase, LBRDC shall implement adjustment on the above rates for the account of the client.
2. The cost of uniform prescribed by the client to be paid in advance by LBRDC shall be reimbursed by the client.
3. Monthly contract rate and actual billing shall be fixed per month. This includes premium for twelve (12) regular holidays and three (3) special days. Additional costs shall be added to the fixed contract amount if and when incurred, to wit:
  - a. Overtime pay
  - b. Night differential pay
  - c. Expanded Maternity leave (RA 11210)
  - d. Paternity leave (RA 8187)
  - e. Premium for local and special holidays in excess of the above
  - f. Increase in mandatory benefits/employer's contributions as a result of (a), (b), and (d)
  - g. Parental Leave for solo parents (RA 8972)
  - h. Leave for victims of violence against women and their children (RA 9262)
  - i. Special Leave for women (RA 9710)
  - j. Hazard pay for Registered Chemists and Chemical Technicians (RA 10657)
  - k. Other benefits that may be required by law (e.g. Hazard Pay and other benefits during Community Quarantine, Gratuity Pay, etc.)
  - l. Reimbursable costs of COVID-19 tests, as may be required
4. Computation of premiums are based on the provisions of Labor Code
  - a. Art. 86 - Night Differential
  - b. Art. 87 - Overtime Work
  - c. Art. 93 - compensation for rest day, Sunday, or holiday work
5. The computation of mandatory benefits (SSS, PHIC, HDMF, and EC) is based on the following:
  - a. SSS - based on the employee's gross pay per month
  - b. PhilHealth - based on the employee's basic pay per month
  - c. Pag-IBIG - based on the employee's basic pay per month
  - d. EC - based on the employee's gross pay per month
6. Agency fee is 10% of the direct cost - labor and materials (*DOLE Department Order No. 18-A, s. 2011 Section 9 b (ii), November 14, 2011: "The place of work and terms and conditions governing the contracting arrangement, to include*



**LBP RESOURCES AND DEVELOPMENT CORPORATION**

**PROJECT : JANITORIAL SERVICES**  
**LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA**  
**SUBJECT : PROPOSAL FOR CY 2025**  
**DATE : DECEMBER 03, 2024**

<b>MANPOWER SERVICES &amp; JANITORIAL SUPPLIES</b>	<b>PER MONTH</b>	<b>PER ANUM</b>
SALARY OF SUPERVISOR	20,760.07	249,120.88
SALARY OF JANITOR	1,038,003.65	12,456,043.75
<b>SUB-TOTAL</b>	<b>1,058,763.72</b>	<b>12,705,164.63</b>
ADMINISTRATIVE FEE (10%)	105,876.37	1,270,516.46
<b>TOTAL</b>	<b>1,164,640.09</b>	<b>13,975,681.09</b>
VALUE ADDED TAX (12%)	139,756.81	1,677,081.73
<b>TOTAL LABOR COST</b>	<b>1,304,396.90</b>	<b>15,652,762.82</b>
SUPPLIES, RENTAL OF EQUIPMENT ETC	246,822.52	2,294,614.12
ADMINISTRATIVE FEE (10%)	24,682.25	229,461.41
<b>SUB-TOTAL</b>	<b>271,504.77</b>	<b>2,524,075.53</b>
VALUE ADDED TAX (12%)	32,580.57	302,889.06
<b>TOTAL SUPPLIES AND OTHERS</b>	<b>304,085.34</b>	<b>2,826,964.60</b>
<b>GRAND TOTAL</b>	<b>1,608,482.25</b>	<b>18,479,727.41</b>

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**LBP RESOURCES AND DEVELOPMENT CORPORATION**

**PROJECT : JANITORIAL SERVICES**

**LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA**

**SUBJECT : PROPOSAL FOR CY 2025**

**DATE : DECEMBER 03, 2024**

		<b>JANITORS</b>	<b>SUPERVISOR</b>
Employee's Rate per Day	Basic COLA	645.00	645.00
No. of working days per week		6	6
Equivalent working days per year		313	313
<b>I. AMOUNT PAYABLE TO THE EMPLOYEE</b>			
A. Basic Pay	RATE per day x 313/12	16,823.75	16,823.75
B. COLA	COLA x 313/12	-	-
C. 13th mo pay	A/12	1,401.98	1,401.98
D. Service Incentive Leave (5 days)	(Basic + COLA) x N/12	268.75	268.75
E. Additional Allowance		-	-
F. Overtime	As mandated	-	-
G. Night Differential	As mandated	-	-
<b>SUB-TOTAL</b>	<b>(A+B+C+D+E+F+G)</b>	<b>18,494.48</b>	<b>18,494.48</b>
<b>II. AMOUNT PAYABLE TOT THE GOVERNMENT</b>			
H. SSS Contribution	Bracket Based	1,615.00	1,615.00
I. Philhealth Contribution	Basic Pay x 5 %/2	420.59	420.59
J. Pag-ibig Contribution	Bracket Based	200.00	200.00
K. Employee Compensation Premium	Bracket Based	30.00	30.00
L. Mandatory Provident Fund (SSS)	Bracket Based	-	-
<b>SUB-TOTAL</b>	<b>(H+I+J+K+L)</b>	<b>2,265.59</b>	<b>2,265.59</b>
<b>III. TOTAL PAID TO EMPLOYEE &amp; GOVERNMENT (I+II)</b>		<b>20,760.07</b>	<b>20,760.07</b>
IV. ADMINISTRATIVE FEE (10%)	(III x 10%)	2,076.01	2,076.01
V. VALUE ADDED TAX (12%)	[(III+IV) x 12%]	2,740.33	2,740.33
<b>VI. BILLING RATE PER PERSON PER MONTH</b>	<b>(III+IV+V)</b>	<b>25,576.41</b>	<b>25,576.41</b>
<b>VII. TOTAL BILLING PER PERSON PER DAY</b>	<b>(VI x 12) / No. of days in a yr</b>	<b>980.57</b>	<b>980.57</b>

**LBP RESOURCES AND DEVELOPMENT CORPORATION**

**PROJECT : JANITORIAL SERVICES**

**LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA**

**SUBJECT : PROPOSAL FOR CY 2025**

**DATE : DECEMBER 03, 2024**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT		ANNUAL COST
<b>A.</b>	<b>MATERIALS/SUPPLIES/CLEANING AGENTS to be provided by the Contractor on a MONTHLY BASIS</b>						
1	Air Freshener (Lysol) 340g, Lavender Mist	can	15	479.00	7,185.00	12	86,220.00
2	All Purpose Cleaner, 1 gal	gal	12	399.00	4,788.00	12	57,456.00
3	Bleaching Agent, 1 gal	gal	6	293.00	1,758.00	12	21,096.00
4	Bowl and Urinal Cleaner, Bactericidal, 1 gal	gal	2	369.00	738.00	12	8,856.00
5	Carpet Shampoo, 1 gal	gal	6	499.00	2,994.00	12	35,928.00
6	Carpet Stain Remover, 1 gal	gal	3	729.00	2,187.00	12	26,244.00
7	Deodorant Cake, 50g	pcs	100	41.50	4,150.00	12	49,800.00
8	Deodorizer, Automatic Refill Glade (Lavender) 175g	pcs	30	394.00	11,820.00	12	141,840.00
9	Scented Gel, 180g (Lavender)	pcs	30	184.00	5,520.00	12	66,240.00
10	Complete Wax (Johnson or equivalent), 1gal	gal	3	1,265.00	3,795.00	12	45,540.00
11	Cleaning Towel, color coded (3)	pcs	33	35.00	1,155.00	12	13,860.00
12	Forward Cleaner, 1gal	gal	1	1,956.00	1,956.00	12	23,472.00
13	Furniture Polish (Pledge or equivalent), 330ml	can	12	399.00	4,788.00	12	57,456.00
14	Insecticide, 500 ml	can	10	350.12	3,501.20	12	42,014.40
15	Liquid Hand Soap with Olive Oil or Aloe Vera, 1gal	gal	12	220.00	2,640.00	12	31,680.00
16	Marble Crystalizer (Novater), 1gal	gal	1	975.00	975.00	12	11,700.00
17	Metal Polish, 150ml	can	10	190.00	1,900.00	12	22,800.00
18	Rags	kilo	5	390.00	1,950.00	12	23,400.00
19	Scouring Pad- Scotch Brite	pcs	20	19.85	397.00	12	4,764.00
			5	65.00	325.00	12	3,900.00

LBP RESOURCES AND DEVELOPMENT CORPORATION  
 PROJECT : JANITORIAL SERVICES  
 LOCATION : DEPARTMENT OF FINANCE (DOF) ROXAS BLVD, MANILA  
 SUBJECT : PROPOSAL FOR CY 2025  
 DATE : DECEMBER 03, 2024

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT		ANNUAL COST
<b>C.</b>	<b>CLEANING EQUIPMENT to be provided By the Contractor</b>			<b>UNIT COST</b>	<b>MONTHLY RENTAL FEE</b>		<b>ANNUAL RENTAL FEE</b>
1	Carpet Sweeper, <i>rubber maid</i>	unit	8	3,916.38	2,610.92	12	31,331.04
2	Dusting Wand, <i>microfiber extendable</i>	unit	4	205.00	68.33	12	820.00
3	Mop Squeezer with wringer, <i>20 liters</i>	unit	8	1,299.00	866.00	12	10,392.00
4	Wheeled Trash can, <i>95 gal</i>	unit	8	15,641.70	10,427.80	12	125,133.60
	<b>SUB-TOTAL-SUPPLIES (III)</b>				<b>13,973.05</b>		<b>167,676.64</b>
<b>D.</b>	<b>ADDITIONAL ITEMS</b>			<b>UNIT COST</b>	<b>MONTHLY RENTAL FEE</b>		<b>ANNUAL RENTAL FEE</b>
1	Push Cart, <i>300kg</i>	unit	2	6,000.00	1,000.00	12	12,000.00
2	Caution sign, <i>A type with rope</i>	unit	50	900.00	3,750.00	12	45,000.00
3	Rubber Boots	pairs	3	750.00	187.50	12	2,250.00
4	Rubberized Rain Coat	sets	3	1,800.00	450.00	12	5,400.00
5	Sprayer, <i>18 liters</i>	sets	2	1,280.00	213.33	12	2,560.00
6	Uniforms ( <i>2 Polo Jacket and 1 Polo Shirt</i> )	sets	51	1,200.00	61,200.00	1	61,200.00
	<b>SUB-TOTAL</b>				<b>66,800.83</b>		<b>128,410.00</b>
	<b>GRAND TOTAL</b>				<b>290,791.86</b>		<b>2,294,614.12</b>
	<b>ADMINISTRATIVE FEE (10%)</b>						<b>229,461.41</b>
	<b>VAT (12%)</b>						<b>302,889.06</b>
	<b>TOTAL SUPPLIES &amp; EQUIPMENT</b>						<b>2,826,964.60</b>
<b>E.</b>	<b>Cleaning Equipment that should be provided by the CONTRACTOR without cost to DOF</b>			<b>UNIT COST</b>			<b>ANNUAL COST</b>
1	Polisher Floor <i>16", Low Speed</i>	unit	4	51,700.00	206,800.00	1	206,800.00