

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
TERMS OF REFERENCE		
<p>I. RATIONALE</p> <p>The Overseas Workers Welfare Administration (OWWA) VII commits to the promotion and protection of the welfare and interest of the OFWs and their families through the continual improvement of its programs and services, systems and procedure and to ensure viability of its fund.</p> <p>To be able to efficiently deliver its services, the OWWA requires a Service Provider who is capable of supplying janitorial and support services to augment its regular plantilla at the Regional Welfare Office located at the Lower Ground, Machay Building, Gorordo Avenue, Cebu City</p>		

II. TECHNICAL PARAMETERS

A. STABILITY

1. **MINIMUM SERVICE TRACK RECORD:** The Service Provider should have a minimum of five (5) years' experience in providing not only janitorial services but also other support services, such as clerical staff and driver. It should not have any record of service contract pre-termination for whatever cause.
2. **LIQUIDITY OF THE CONTRACTOR:** The Service Provider should be in good financial standing and must have a liquidity ratio of at least 1:1.
3. **ORGANIZATIONAL SET-UP:** The Service Provider must have enough number of personnel and staff in the office to be able to attend to the administrative needs of its workers deployed in different offices and it must be managed by professionals who have a good background on personnel management.
4. **GOOD CITIZENSHIP RECORD:** It should not have been found guilty, by final judgment, for violation of the provisions of labor code and other pertinent labor laws, within two (2) years from the submission of this Bid.

B. RESOURCES

1. **NUMBER AND KIND OF HOUSEKEEPING EQUIPMENT:** The Service Provider should maintain various housekeeping equipment such as, but not limited to, vacuum cleaner, floor polisher, glass squeegee and the like.

C. HOUSEKEEPING PLAN

The Service Provider should be able to develop a housekeeping plan which is in accordance to the requirements of the client organization. It should provide an overview of the housekeeping requirements of the client organization and describe the plan or actions in order to meet those requirements. Further, it should also be updated and revised as needed to reflect changing circumstances.

D. OTHER FACTORS

1. **RECRUITMENT AND REQUIREMENTS CRITERIA:** The personnel of the Service Provider must be able to meet the qualification requirements mentioned in Item IV of this agreement.

2. **COMPLETENESS OF UNIFORMS:** The Service Provider must supply the uniforms of janitors, office personnel and drivers.

The Service Provider shall provide all the regular personnel including relievers assigned to OWWA with the following minimum sets of uniform at no cost to the personnel:

1. Janitor 4 - sets upper (2- Polo and 2 – Polo Shirt / Blouse with Service Provider Logo

2. Messenger - 4 - sets upper (2- Polo and 2 – Polo Shirt / Blouse with Service Provider Logo

3. Office Clerk 4 – sets Polo/Blouse (without Service Provider Logo)

4. Service Driver 4 – sets Polo Barong with Service Provider logo

The clerical personnel shall wear appropriate office attire following the prescribed color scheme for OWWA uniform. Any personnel not wearing the proper uniform should be penalized accordingly by the service provider.

3. **CODE OF CONDUCT:** The Bidder must have a written Code of Conduct that sets clear standards of behavior for the personnel whom it intends to assign in OWWA. These standards shall apply to their personnel who will be deployed in OWWA. It should include commitments that personnel will:

- Respect, protect and uphold the values espoused at OWWA at all times;
- Maintain high standards of conduct and ethical behavior;
- Uphold the virtues of being a good Filipino citizen;
- Respect of the rights of others and the rule of Law; and
- Maintain regular attendance and punctuality;

Any personnel deployed by the Service Provider to OWWA who violates any of the Standards specified in the Service Provider Employee Handbook shall be dealt with accordingly.

III. PERSONNEL TO BE PROVIDED

The Service Provider shall provide OWWA with Ten (10) personnel, broken down as follows:

PERSONNEL POSITION	NUMBER
Janitor/Janitress	1
Messenger	1
Office Clerk	3
Drivers	5
TOTAL	10

The PERSONNEL to be assigned to OWWA must possess the appropriate educational and skills qualifications, and experience, be physically and mentally fit, and with no derogatory record. **They shall render services to OWWA eight (8) hours a day, five (5) days a week from Monday to Friday.** No services shall be rendered during legal and special holidays, except when necessary or when the exigency of service so requires.

OWWA reserves the right to increase/decrease the number of personnel to be deployed by the Service Provider as it deems necessary. **The increase of personnel shall be effective within five (5) days after receipt of the request from OWWA which was approved by the Administrator indicating the approved budget for this purpose.**

SUPERVISION AND CONTROL

The Service Provider is the employer of all the personnel assigned under the Contract and shall be primarily responsible and liable for strict compliance with all pertinent labor legislations, rules and regulations.

The Chief, Engineering and General Services Division or his duly authorized representative shall exercise direct supervision, coordination and monitoring of the Service Provider's compliance to the minimum labor standards in accordance with law, concerning the workers deployed to OWWA premises;

The winning bidder shall submit to OWWA upon receipt of Notice of Award and Notice to Proceed the bio-data with picture of all personnel to be deployed to OWWA.

If the OWWA determines that the assigned personnel is unable or incapable of performing assigned duties or is not in compliance with the

specified qualifications requirements, it shall require the agency for a replacement within twenty four (24) hours.

The proposed replacement personnel shall meet the minimum qualifications requirements and experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to OWWA. Bio-data and reference(s) shall be submitted to OWWA for the proposed replacement(s). OWWA may reject any replacement if references or past working performance is questionable or if conduct is deemed unsatisfactory.

IV. MINIMUM QUALIFICATIONS OF PERSONNEL

1. Office Clerk

- At least college level or a graduate of office-work related course;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Must be computer literate and can prepare draft communications and/or report in Microsoft Word and/or Microsoft Excel;
- Must have average communication skills in both English and Pilipino;
- Can manage sorting and filing documents in the place of assignment;
- Can answer phone calls and perform other duties that may be given from time to time;

2. Janitors

- Must be at least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Must be responsible and can work with minimum supervision;
- Must be familiar with the use and operation of cleaning tools and equipment;
- Must be honest and punctual;
- Must be able to understand and carry-out simple cleaning assignments;

3. Messenger

- Must be at least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);

- Familiarity with the layout of your general delivery area.
- Excellent verbal communication and interpersonal skills.
- Ability to manage multiple tasks within given time frames.
- Good planning and decision-making abilities.
- Physically agile with the capacity to remain active for extended periods.
- Availability to work evenings, weekends, and public holidays.

4. Drivers

- At least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Must hold the appropriate driver’s license;
- Must be able to perform vehicle cleaning and washing as may be required;
- Must have excellent hearing and eye-sight;
- Must not be more than 55 years old;
- Must have at least three (3) years driving experience;
- Must be able to perform simple vehicle troubleshooting and repairs;

IV. SERVICE REQUIREMENTS

A. JANITORIAL, SANITATION, MAINTENANCE AND RELATED SERVICES

The Service Provider shall provide personnel to perform janitorial, sanitation, maintenance and related services to cover the OWWA Regional Office and its premises at the Lower Ground, Machay Building, Gorordo Avenue, Cebu City. The areas and properties to be serviced shall be limited to common areas of the building, including the comfort and wash rooms, corridors, lighting and other fixtures, equipment and outside premises, including the covered walks, pavements and the landscape.

B. DRIVERS

The Service Provider shall also provide driving services to the OWWA clients including its authorized officials and staff. This shall include daily cleaning and washing and checking the vehicles to ensure that they are all in good running condition.

VI. BILLING AND PAYMENT

A. The Service Provider shall submit to OWWA its monthly billing within ten (10) days of the following months, together with the following documents:

1. Daily time records;

2. Certification showing that actual services have been rendered by the personnel for the billing period being claimed. Billing for overtime services shall be accompanied by a certification of rendition of overtime duly approved/issued by the Supervising Administrative Officer; and an accomplishment report duly certified by the head unit/division where the overtime service has been rendered.

2. Proof of payment of the salaries, wages and/or benefits of all its personnel from the previous billing period.

3. Photocopy of Official Receipt (OR) of remittances to SSS/Philhealth/ ECC/Pag-Ibig Fund premiums/payments and other deductions/ contributions required or authorized by law. The OR shall be supported by a list of the personnel whose premiums/payments and other deductions/contributions were remitted and the amount of remittance for each personnel.

5. Certification that the salaries and other fringe benefits of personnel for the preceding month have been paid without any unlawful deductions.

Late submission of the billing statement within the prescribe period may be ground for the issuance of unsatisfactory performance rating of the Service Provider.

C. The Service Provider shall pay the salaries, allowances and other benefits of all the personnel assigned under the Contract in accordance with the existing laws, rules and regulations. Payment of salary shall be done through ATM, on or before the 10th and 25th day of the month.

Salary may be increased or decreased by the mutual agreement of both parties in depending upon changes in the cost of labor, and applicable laws and regulations as implemented by the Department of Labor and Employment and other Government agencies. Both parties shall agree that the said changes shall be effective without the necessity of executing a Supplemental Contract, except in cases where the compensation for the additional personnel exceeds twenty five percent (25%) of the total amount provided in the Contract.

<p>D. OWWA shall pay the Service Provider’s monthly billing rate within twenty (30) days from receipt of the corresponding bill covering the services already rendered, subject to its usual accounting and auditing laws, rules and regulations and the submission by the Service Provider of the documents enumerated in Section A, Article VI and provided that the Service Provider have complied with all the provisions of the contract.</p>	
<p>VII. OTHER DOCUMENTARY REQUIREMENTS FOR CONTRACT PREPARATION</p> <p>Aside from the bidding documents and documents submitted by the winning bidder, the following documents shall be required for the contract preparation and signing:</p> <ol style="list-style-type: none"> 1. Bio-data of all personnel to be assigned to OWWA; 2. Result of drug test and medical exam (i.e. chest x-ray, complete blood count, urinalysis, fecalysis and Hepatitis B surface antigen); 3. NBI Clearance of all Agency personnel to be assigned at OWWA. <p>The above-mentioned documents shall form part of the contract.</p>	
<p>VIII. TAXES</p> <p>The Service Provider shall pay taxes in full- and on-time failure to do so will entitle OWWA to suspend payments due to the Service Provider.</p> <p>If any condition or provision of this agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.</p> <p>Service Provider reserves the right to assign and/or discount with any financial institution its receivables under this contract without prejudice to the right of the OWWA.</p>	
<p>IX. DURATION OF THE CONTRACT</p> <p>The contract for janitorial and other support services shall be for the period April 16, 2024 – December 31, 2024, and may be extended following the condition and procedure prescribed in the GPPB Resolution No. 23-2007 dated 28 September 2007.</p>	

X. PENALTY CLAUSE

When the Service Provider fails to satisfactorily provide the required services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount of equal to one-tenth (1/10) of percent (1%) of the cost of the delayed submission of payment for every day of delay until such payment are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

XI. APPROVED BUDGET FOR THE CONTRACT

An approved budget for the contract (ABC) in the amount equal to **ONE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED NINETY SEVEN & 10/100 (Php1,975,497.10)** for a period of **NINE (9) months** shall be allocated for the contract, subject the provisions of R.A. 9184.