Bid Supplement Abstract

Reference Number	**13301116**
Title	Procurement of Janitorial Services (Manpower Only) for Fiscal Year 2027
Category	Janitorial Services

Type	Addendum
Bid Supplement No.	13301116-01
Title	Procurement of Janitorial Services (Manpower Only) for Fiscal Year 2027
Area of Delievery/Location	Negros Occidental
Delivery Period/Contract Duration	12 Month
Contact Person	Rowena De la Vida Prado
Description	Please see attached Terms of Reference

Note: Click the document name to view the attachment.

Document Name	Document Type	Content	Format
Terms of Reference	Electronic	Supporting Documents	Legal 8.5 x 14

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TERMS OF REFERENCE

Procurement of University-Wide Janitorial Services

Fiscal Year 2027

Procuring Entity	**Carlos Hilado Memorial State University (CHMSU)**
Project	**UNIVERSITY-WIDE JANITORIAL SERVICES**
Classification	**Goods — General Support Services**
Approved Budget for the Contract	**₱ 9,795,075.48**
Contract Duration	**12 Months**
Bid Validity	**One Hundred Twenty (120) Calendar Days from the date of the opening of bids**
Campuses	**Talisay, Alijis, Fortune Towne, and Binalbagan**
Deployment	**Forty-One (41) Janitorial Personnel**

This procurement complies with the applicable government procurement laws and rules and with University policies.

Article I. General Provisions

Section 1. Purpose

These Terms of Reference (TOR) set the eligibility, technical, labor, operational, and financial requirements for the university-wide janitorial services of Carlos Hilado Memorial State University for Fiscal Year 2027. They form part of the Bidding Documents and of the contract.

Section 2. Coverage

The Service Provider shall clean and sanitize the buildings and areas in Annex A of the Talisay, Alijis, Fortune Towne, and Binalbagan campuses, at the frequencies in Annex C.

Section 3. Nature of the engagement

The Service Provider is an independent contractor, and all deployed personnel remain its employees. No employer-employee relationship exists between the University and those personnel. The University shall give instructions only through the Supervisor or the Leadman, and shall not recruit, discipline, or pay the personnel directly.

Section 4. Governing law

This procurement and the contract are governed by the applicable procurement, labor, social-protection, occupational safety and health, and government auditing laws and rules. On procurement procedure, the applicable procurement rules and the Bidding Documents prevail. On the technical scope of the service, this TOR prevails.

Section 5. Definition of terms

- **ABC** means the Approved Budget for the Contract, approved by the HoPE within the appropriation authorized for the University.
- **Billable personnel** means the forty-one (41) janitorial staff covered by the contract price.
- **Contract unit rate** means the daily rate per billable personnel in Annex D.3, used for deductions for unfilled posts, for additional personnel (pro-rated per hour rendered), and for variations in headcount.

- **GSU** means the General Services Unit, which administers the contract, with the Campus Executive Director on the external campuses.
- **HoPE** means the Head of the Procuring Entity of the University.
- **Leadman** means the senior janitorial personnel in charge of a campus that has no Supervisor.
- **LCRB** means the Lowest Calculated Responsive Bid.
- **NFCC** means the Net Financial Contracting Capacity computed under Section 13.
- **Relief pool** means the standby personnel kept by the Service Provider, at no cost to the University, to fill absences so that billable coverage is not reduced.
- **Service Provider** means the bidder to whom awarded the contract.
- **Similar contract** means a completed institutional janitorial or housekeeping contract for a government agency, state university or college, hospital, school, or other institutional client.

Article II. Approved Budget, Duration, and Award

Section 6. Approved Budget for the Contract

The **ABC** is **Nine Million Seven Hundred Ninety-Five Thousand Seventy-Five Pesos and 48/100 (₱9,795,075.48),** inclusive of statutory wages, benefits, employer contributions, administrative cost, the Service Provider's equipment and uniforms, taxes, and all incidental expenses. Any bid exceeding the **ABC** shall be rejected at bid opening.

Section 7. Contract duration

The contract covers 12 Month period, unless sooner terminated under this TOR and the General Conditions of Contract. Payment is for actual months served.

Section 8. Bid validity

Bids are valid for one hundred twenty (120) calendar days from the opening of bids. The University may request an extension; a bidder may refuse without forfeiting its bid security.

Section 9. Modality and award

The mode of procurement, early procurement activity, and award to the Lowest Calculated Responsive Bid shall be governed by Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances.

This is a single-year contract with no right of renewal. Any renewal as a regular and recurring service shall not exceed one (1) year and shall require a prior assessment of suitability, a satisfactory performance evaluation, updated documentary requirements, a valid performance security, available funds, and the absence of blacklisting.

Section 10. Subcontracting

Subcontracting shall be governed by Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances. Deployment, supervision, payroll, and the housekeeping plan shall not be subcontracted.

Article III. Eligibility

Section 11. Legal eligibility

1. The bidder must be a sole proprietorship, partnership, corporation, or cooperative organized under Philippine law and at least sixty percent (60%) Filipino-owned and controlled. A joint venture must also be at least sixty percent (60%) Filipino-owned, and each member must submit its own PhilGEPS Certificate of Registration.
2. The bidder must hold a valid and updated PhilGEPS Certificate of Registration (Platinum Membership).

3. The bidder shall disclose its beneficial owners: the natural persons who ultimately own, control, or dominantly influence its management or policies.
4. The authorized representative must be of legal age; an owner, partner, or shareholder, or authorized by a Special Power of Attorney or Board Resolution; of good moral character, with no conviction involving moral turpitude; and physically and mentally fit.
5. The bidder must not be blacklisted at bid submission, post-qualification, or award.

Section 12. Technical eligibility

1. The bidder must have completed, within ten (10) years before bid submission, a Single Largest Completed Contract similar to this project worth at least fifty percent (50%) of the **ABC,** adjusted to current prices using the consumer price indices of the Philippine Statistics Authority. Alternatively, a combination of contracts is accepted: at least one (1) similar contract of at least twenty-five percent (25%) of the **ABC,** plus other contracts, similar or not, totalling at least twenty-five percent (25%) of the **ABC.**
2. The bidder must have at least three (3) years of continuous experience in institutional janitorial services, and must have engaged at least fifty (50) janitorial personnel within the last three (3) years.
3. The proposed Talisay Campus Supervisor must hold a current National Certificate II in Housekeeping, or an equivalent TESDA qualification, and at least three (3) years of supervisory experience in institutional cleaning. Each Leadman must have at least two (2) years of lead experience; the same certificate is preferred for Leadmen but is not a pass-or-fail parameter, and its absence shall not fail the bid.

Section 13. Financial eligibility

Financial eligibility, including the Net Financial Contracting Capacity or the alternative committed Line of Credit, shall be governed by Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances. The NFCC or Line of Credit must be at least equal to the ABC.

Article IV. Documentary Requirements

Section 14. Documents to be submitted

The bidder shall submit the documents required by the Bidding Documents and, as part of the technical proposal, the following. A missing required technical document results in a failed rating (pass-or-fail).

14.1 Legal and tax

- Certificate of registration with the SEC, DTI, or CDA, with the latest General Information Sheet or its equivalent and the latest audited financial statements.
- Current Mayor's or business permit of the branch that will service the University.
- BIR registration, valid tax clearance, and the VAT or percentage tax, withholding tax, and income tax returns required by the Bidding Documents.
- PhilGEPS Platinum Certificate and beneficial-ownership disclosure.

14.2 Labor and social protection

- Valid DOLE Certificate of Registration as a legitimate job contractor (or successor), covering the office that will undertake this contract. Must be valid on bid submission and maintained for the whole contract.
- DOLE clearance, certificate of no pending labor-standards case, or latest inspection report from the DOLE office having jurisdiction over the participating branch and the deployment area (both, if different). Must be issued not earlier than one (1) month before bid submission (or longer if the office states). Head-office DOLE document alone is not sufficient.
- Certificates of remittance to the SSS, PhilHealth, and Pag-IBIG Fund for the six (6) months before bid submission. For centralized remittances, main-office certifications, official receipts, or electronic

payment references are accepted if they identify the employer number of the deploying branch or personnel; the University may validate them with the issuing agency at any time.

- Sworn affidavit of compliance with applicable labor laws, occupational safety and health standards, and the prohibition against labor-only contracting, consistent with the labor-compliance undertaking in the Omnibus Sworn Statement.
- Missing these labor documents at bid submission is a ground for disqualification. Failure to maintain them during the contract, or a finding of non-remittance, underpayment, or labor-only contracting, is a ground for suspension of payment, forfeiture of performance security, and termination for cause (with referral to DOLE, SSS, PhilHealth, Pag-IBIG, and COA).
- Throughout the contract the Service Provider shall: pay at least the Negros Occidental non-agriculture minimum wage in force on bid-opening day (₱550.00/day under the order effective 19 November 2025) and later increases under Section 29; pay thirteenth-month pay, five (5) days service incentive leave (or cash equivalent), and required premium/holiday pay; remit on time the employer and employee shares to SSS (including EC), PhilHealth, and Pag-IBIG; comply with occupational safety and health standards; and not engage in labor-only contracting.

14.3 Technical

- Company profile, organizational chart, and resumes of the proposed Supervisor, Leadmen, and operations manager.
- List of janitorial contracts for the last three (3) years engaging at least fifty (50) personnel in total, stating the client, period, number of personnel, contact person, and a certification of performance.
- Inventory of cleaning equipment for this contract (make, model, year acquired, condition, and present location), matched to Annex B.
- Housekeeping plan for the four campuses: deployment, shift pattern, relief, chemical handling, waste handling, and incident reporting.
- Recruitment and selection procedure requirement, including clearance and medical screening.
- Omnibus Sworn Statement in the prescribed form, authorizing the University to verify the submitted documents with the issuing agencies.

Article V. Technical Evaluation

Section 15. Pass-or-fail parameters

Technical evaluation shall be conducted on a non-discretionary pass-or-fail basis in accordance with Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances. Failing any parameter fails the technical proposal. The minimum standards are:

- Stability of experience: at least three (3) continuous years in institutional janitorial service.
- Liquidity: NFCC at least equal to the **ABC**, or the alternative Line of Credit under Section 13.
- Organizational set-up: a named operations manager, a named Supervisor for Talisay, and a named Leadman for each of Alijis, Fortune Towne, and Binalbagan.
- Equipment: a commitment to deploy the Annex B equipment, owned by the bidder or leased for the full contract term, within fifteen (15) days from receipt of the Notice to Proceed.
- Personnel: a commitment to deploy forty-one (41) billable personnel and to keep a relief pool of five (5).
- Housekeeping plan: a campus-specific plan covering Annexes A and C, with a daily checklist, a chemical-control procedure, and an incident-report procedure.
- Recruitment and selection: a written procedure requiring, before deployment, proof of good moral character through Court Clearances (MTC/MTCC/MCTC and RTC), Barangay Certificate, Police, and NBI clearances, a medical certificate, and a fit-to-work finding.
- Uniforms and paraphernalia: two (2) uniform sets per person, a University-approved identification card, and the Annex B personal protective equipment, available on the first day of deployment.

The matrix is in Annex E. The BAC may clarify a submitted document, but shall not allow a missing mandatory document to be supplied after the deadline.

Article VI. Manpower

Section 16. Billable deployment

The Service Provider shall deploy forty-one (41) billable personnel, including the Supervisor and the Leadmen, as follows.

Campus	Supervisor	Leadman	Janitors / Janitresses	Billable total
TALISAY	1	—	15	16
ALIJIS	—	1	8	9
FORTUNE TOWNE	—	1	7	8
BINALBAGAN	—	1	7	8
TOTAL	1	3	37	41

Section 17. Relief pool

The Service Provider shall keep, at its own cost and outside the billable forty-one, a relief pool of at least five (5) qualified personnel as follows:

Campus	Relief personnel	Campus	Relief personnel
Talisay	2	Fortune Towne	1
Alijis	1	Binalbagan	1
Total		**5** Relief personnel	

Deployment rule: Within 2 hours of notice if absence known before shift; before next shift if notice given after shift starts. A post unfilled for more than 4 hours is a service deficiency and shall be deducted under Article IX.

Section 18. Area assignment

Area assignments are in Annex A. The GSU may, through the Supervisor or Leadman, reassign personnel among areas within the same campus without a change in the contract price, provided the billable headcount of that campus is not increased. Cross-campus reassignment requires the written conformity of the Service Provider and the GSU, and shall not reduce a campus below its Section 16 headcount for more than five (5) consecutive days.

Section 19. Qualifications

Every deployed personnel, including relief, shall:

- Be at least eighteen (18) years of age; age alone shall not exclude an applicant if the fitness standard herein is met.
- Be of good moral character, with no conviction for an offense involving moral turpitude, as supported by Court Clearances (MTC/MTCC/MCTC and RTC), Barangay Certificate, Police, and NBI clearances, all issued within six (6) months before deployment.
- Be physically and mentally fit, shown by a medical certificate from a government hospital or a licensed physician and by a City Health Office green card or equivalent health certificate, issued within six (6) months before deployment. Drug testing and a neuro-psychiatric examination shall be required when the GSU so directs for cause, at the cost of the Service Provider.
- Be covered by accident insurance, at the cost of the Service Provider, with proof submitted before deployment and upon every renewal of the policy.
- Clearances, medical certificates, proof of insurance, and training certificates of key personnel shall be presented at post-qualification, and the complete set for every personnel shall be submitted to the GSU before deployment. No person shall be deployed without a complete set.

Article VII. Schedule and Scope of Work

Section 20. Coverage window

Day	Coverage window	Rule
Monday to Saturday	7:00 a.m. to 7:00 p.m.	Alternating shifts, including holidays falling on these days, so that the campus is covered throughout the window
Sunday	As directed in writing	Only upon instruction of the Head of the General Services Unit or the Campus Executive Director
Special university activity	As stated in the written request	Subject to Section 22

The window is the period when service must be available. Shifts shall be arranged so that no personnel works more than eight (8) hours a day or six (6) days a week without the corresponding overtime or rest-day premium.

Section 21. Attendance

- The Service Provider shall submit the monthly roster and shift schedule to the GSU with the monthly billing package under Sections 32 and 33, not later than the tenth (10th) calendar day of the succeeding month.
- Daily time records shall be kept by biometrics or by a logbook countersigned by the GSU or by the designate of the Campus Executive Director. The certification of the University controls for billing.
- An absent personnel's post shall be filled from the relief pool.

Section 22. Special activities and hauling

- For a special activity, such as graduation, foundation day, or an accreditation visit, the University may request additional janitorial personnel in writing at least three (3) working days before the activity, or sooner in an emergency.
- Light hauling of non-heavy equipment, supplies, and furniture within a campus, upon GSU request, is included at no additional cost, provided it needs no specialized rigging and the load is safe for one or two persons.

Section 23. General tasks

- The Service Provider shall perform the Annex C daily, weekly, monthly, and quarterly tasks in every area assigned in Annex A.
- Any loss of or damage to property shall be reported to the GSU as soon as discovered, and in writing within the same day.
- The Service Provider shall attend GSU coordination meetings and comply with the sanitation, waste, and campus-access protocols of the University.
- Waste shall be segregated at source following the materials-recovery procedure of the University, and moved to the designated station. Off-campus hauling by the city or by the University's waste contractor is not included.

Section 25. Exclusions

- Repair of plumbing, electrical, civil, or mechanical defects. The Service Provider reports them; the University repairs them.
- Laboratory chemical spills requiring a hazardous-materials response. The Service Provider shall isolate the area and notify the GSU.
- Work at heights above the reach of the twenty-four-foot ladder, or on a roof without a rated anchor, unless a competent person has cleared the task and a harness is used.
- Purchase of consumable cleaning chemicals, tissue, and trash bags, which are for the University's account under Article VIII, except the equipment and personal protective equipment placed by Annex B on the Service Provider.

Article VIII. Tools, Supplies, Price, and Variation

Section 26. Obligations of the Service Provider

- The Service Provider shall provide and maintain the Annex B equipment and tools, and replace any unserviceable item within seven (7) days.
- It shall provide two (2) sets of agency uniform per billable personnel. The first set is free to the worker; the second may be recovered by salary deduction only under Section 14.2.
- It shall provide identification cards in a University-approved form, to be surrendered upon separation or at the end of the contract.
- It shall provide the Annex B personal protective equipment, including the monthly issue of gloves and masks, and an individual basic cleaning kit per janitor.

Section 27. Obligations of the University

- The University shall supply consumables (detergents, disinfectants, fabric conditioner, mop heads, brooms, trash bags, toilet paper, paper towels, and cleaning chemicals) sufficient for Annex C, including refills of mop heads and brooms after the initial individual set issued by the Service Provider under Annex B.
- It shall provide a lockable storage space per campus for cleaning tools and equipment, and a rest area.
- It shall provide reasonable access to water and power for the service.

Section 28. Bid price

The bid shall be computed in the form of Annex D. The administrative cost (agency fee) shall not be less than 10% of A in Annex D.2 and shall not be funded by reducing the wage or employer shares. The amounts in Annex D.2 are reference minimums only. The BAC shall reject any bid that cannot fund the statutory wage, benefits, and employer contributions.

Applicable tax shall be computed and stated by the bidder. A bid whose unit rate, net of tax and administrative cost, is less than the statutory wage and benefit cost in Annex D shall be declared non-responsive.

28.1 Bid discounts

Any discount offered must be stated in the Bid Form. Only an unconditional discount that can be computed from the bid itself will be considered. A conditional discount is disregarded. The discounted price is used for evaluation, ranking, and the contract price, provided it does not reduce the amount due to personnel and government below the statutory minimum and does not reduce the administrative cost below 10% of A in Annex D.2.

Example: *A bid of ₱9,500,000.00 offers an unconditional discount of 5% (₱475,000.00). The discounted price of ₱9,025,000.00 is used for evaluation, ranking, and the contract. If the same discount were conditional (for example, on early payment), the bid would be evaluated at the undiscounted amount of ₱9,500,000.00. These figures are illustrative only.*

Section 29. Price adjustment

The contract unit rate is fixed for the contract year, except in these cases:

- An increase in the minimum daily wage under a law or a new wage order issued after bidding, from the effectivity of that order. The University as principal bears the increase, and the contract is deemed amended. The University shall pay the incremental wage and the related benefit and employer-share differentials upon a documented claim, subject to available funds and budgeting rules.
- An authorized increase or decrease in personnel under Section 30, with the contract price adjusted through an Amendment to Order, within the **ABC** for the year.

No other price adjustment shall be allowed.

Section 30. Variation of requirements

The University may adjust the number of personnel, the area coverage, and the service level for enrollment changes, building closures, emergencies, or special activities. A change in personnel adjusts the contract price at the contract unit rate, within the **ABC** for the year; an increase requires an Amendment to Order. A variation requires a written order of the HoPE or the duly delegated official, and the Service Provider shall not deploy additional billable personnel without it. A decrease takes effect upon at least fifteen (15) days' written notice, unless an emergency closure requires immediate withdrawal. The labor consequences of a decrease are for the Service Provider's account, as employer.

Article IX. Payment, Reports, and Evaluation

Section 31. Manner of payment

1. The Service Provider shall submit the monthly invoice and the complete billing package not later than the tenth (10th) calendar day of the succeeding month.
2. The billing package contains: the invoice; the daily time records of all deployed personnel, certified by the GSU Head or the Campus Executive Director; a certified summary of hours rendered; the Annex C checklists, certified by the GSU; proof of salary deposit to every deployed personnel for the period; a sworn statement that the wages and benefits for the period were paid as required by law; and, for any replacement, the updated roster with the clearances of the new personnel. Proof of remittance is submitted separately under the last paragraph of this Section.
3. Payment shall be made within thirty (30) calendar days from receipt of a complete and compliant billing package, subject to accounting and auditing rules.
4. The University shall deduct the contract unit rate for each billable post unfilled for more than four (4) hours in a day, and a pro-rated amount for a shorter absence recorded by the GSU.
5. The University may suspend payment if proof of remittance for the preceding month is not submitted by the fifteenth (15th) day of the succeeding month, until it is received. Suspension does not allow the Service Provider to withhold wages.
6. Proof of remittance to the SSS (including EC contributions), PhilHealth, and the Pag-IBIG Fund for all deployed personnel for the preceding month is due not later than the fifteenth (15th) calendar day of the succeeding month, and submitting it by that date does not make the billing package incomplete. Centralized main-office proof is accepted under Section 14.2.

Section 32. Reports and inspection

Cycle	Submission	Deadline
Monthly	Billing package under Section 31 and Annex F, including weekly and monthly checklists, roster and shift schedule, attendance logs, and proof of wage deposit; proof of remittance for the preceding month	Billing package: not later than the 10th day of the succeeding month. Proof of remittance: not later than the 15th day of the succeeding month
Quarterly	Equipment and PPE inventory; quarterly work checklist	Not later than the 10th day of the month following the quarter
As required	Incident report; corrective-action plan; clearances of newly deployed personnel	As stated in the relevant section

Reports shall be signed by the Supervisor or Leadman and verified by the GSU or the Campus Executive Director. Personnel records, proof of insurance, training records, and equipment inventories shall be presented at quarterly inspection. The University may conduct unannounced inspections and, upon reasonable notice, an audit limited to this contract.

Section 33. Performance evaluation

The GSU shall evaluate the deployed janitorial personnel quarterly using the GSU Janitorial Personnel Evaluation Sheet and Rating Matrix reproduced in Annex G, accomplished for each janitor and assigned

area by evaluators who are students, faculty, admin / staff, visitors / guests, or others, as the form provides. The quarterly evaluation also serves as the performance evaluation for any renewal under Section 9.

The Service Provider shall carry out the action that the Rating Matrix assigns to each janitor's overall rating: Retain, Monitor / Coaching, Warning / Retraining, or Replace. A rating in the Warning / Retraining or Replace band (below 3.0) shall be acted upon under Section 34. Deficiencies in reports, remittance proof, and equipment shall be acted upon under Sections 28, 32, 33, and 35 regardless of the evaluation results.

Section 34. Cure and sanctions

A rating in the Rating Matrix Warning / Retraining or Replace band (below 3.0) under Section 33 shall be issued in writing. The Service Provider shall submit a corrective-action plan within three (3) working days from receipt, and complete the cure within the period in the plan, not exceeding fifteen (15) days unless the GSU agrees in writing.

- First rating in the Warning / Retraining or Replace band, or first material deficiency not cured on time, in the contract year: formal written warning.
- Second in the contract year: immediate replacement of the personnel or Supervisor concerned, at no cost to the University, and a final warning.
- Third in the contract year, or a single violation involving non-payment of wages, non-remittance, labor-only contracting, theft, or an offense against a student or an employee: termination for cause under Article X, without prejudice to blacklisting proceedings.

Discipline of a worker is for the Service Provider, as employer. The University may require replacement but shall not dismiss the worker.

Article X. Obligations, Security, and Termination

Section 35. Duties of the Service Provider

- To recruit, screen, train, and deploy the personnel, and to provide uniforms, identification cards, and individual kits at its own cost, subject to Section 14.2 on the second uniform.
- To provide qualified relief immediately in case of absence, leave, or incapacity.
- To train personnel on the handling, storage, and disposal of cleaning chemicals, and to repeat the training at least once during the contract year.
- To warrant that the deployed personnel remain its employees, and to assume all claims for wages, benefits, injury, and illness. It shall hold the University free and harmless from such claims, except to the extent a claim is caused by the gross negligence or willful act of the University.
- To attend the quarterly coordination meeting, and to keep confidential all information obtained in the course of the service.

Section 36. Duties of the University

- To review and acknowledge rosters, checklists, and reports, and to conduct periodic and unannounced inspections.
- To facilitate the quarterly evaluation and the quarterly coordination meeting.
- To issue notices of non-compliance and to impose the sanctions herein and in the contract.
- To provide storage, a rest area, and timely access to water, power, and the work areas, and to supply the consumables in Section 27.

Section 37. Performance security

The Service Provider shall post a performance security in the form, amount, and manner required under Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances. This provision shall be governed by those laws and rules.

Section 38. Liquidated damages

Liquidated damages shall be governed by Republic Act No. 12009, its Implementing Rules and Regulations, and relevant GPPB issuances. The Section 31 deduction for an unfilled post shall not be doubled by liquidated damages for the same hours.

Section 39. Correction of defective service

Defective cleaning notified during the shift shall be redone within the shift; if notified later, within twenty-four (24) hours. Repeated failure is a deficiency under Section 34.

Section 40. Insurance and property

In addition to the accident insurance in Section 19, the Service Provider shall carry comprehensive general liability insurance of not less than One Million Pesos (₱1,000,000.00) per occurrence for bodily injury or property damage arising from the service. Loss of University property proved to be caused by deployed personnel shall be restored or paid at replacement cost, without prejudice to criminal action. A loss not attributed after a joint investigation shall be recorded, and shall not be charged automatically to the Service Provider.

Section 41. Termination

- The contract ends on 31 December 2027 without further notice, unless a separate renewal contract has been executed under Section 9.
- The University may terminate the contract for cause upon thirty (30) days' written notice for: an uncured rating in the Warning / Retraining or Replace band under Section 33, material breach, non-compliance with labor or procurement law, loss of DOLE registration or of a required clearance, or non-remittance.
- Termination may take effect immediately, without the thirty-day period, for a breach of Section 43, or for a ground for immediate termination under the General Conditions of Contract.
- Termination for convenience, unlawful acts, insolvency, and force majeure shall be governed by the General Conditions of Contract.
- Termination shall be without prejudice to damages, forfeiture of the performance security, and blacklisting proceedings.

Article XI. Confidentiality, Conduct, and Disputes

Section 42. Confidentiality and data privacy

The Service Provider and all its personnel shall keep confidential all University data, records, documents, and information obtained in the service, in any form, and shall not disclose, copy, or use them except to perform the contract and with any required prior written consent. Unauthorized disclosure is a material breach and a ground for immediate termination, without prejudice to damages and to applicable data-privacy laws where personal information is involved.

Personnel shall not photograph students or records, shall not enter a room marked private except to clean it at the scheduled time, and shall not remove documents from an office.

Section 43. Conduct

Personnel shall comply with applicable laws against sexual harassment and gender-based sexual harassment. A verified complaint of sexual harassment or gender-based sexual harassment is a ground for immediate replacement of the person concerned, and for termination of the contract if the Service Provider fails to act within three (3) days from notice. Sleeping on post, gambling, reporting for duty under the influence of alcohol or dangerous drugs, theft, bringing unauthorized visitors, and lending the identification card are prohibited and are grounds for required replacement.

Section 44. Dispute resolution

Any dispute under this TOR, including a claim of property damage or loss, shall first be raised in writing for amicable settlement under the University's internal procedure within fifteen (15) calendar days from

the date it is formally raised. The decision is final unless appealed to the University President within the period set by University rules. Recourse to the dispute machinery of the General Conditions of Contract, or to the courts, is open after the internal remedy is exhausted or the fifteen-day period lapses without a decision.

Section 45. Reservation and final clauses

- The University reserves the right to reject any and all bids, to declare a failure of bidding, or not to award the contract. A rejection shall be in writing, stating the ground.
- No University officer or employee shall have a financial interest in the Service Provider. A bid that breaches the conflict-of-interest or beneficial-ownership rules is a ground for disqualification and for referral to the proper authority.
- This TOR and the contract are governed by Philippine law. Venue of court actions is the proper courts of Negros Occidental, without prejudice to the jurisdiction of labor and quasi-judicial agencies over claims the law places with them.
- Annexes A to G are integral parts of this TOR. If an Annex and an Article differ on a number, Article VI controls the billable headcount, Annex B the equipment list, and Annex C the task frequencies.

Annex A. Manpower Deployment and Area Assignments

Billable personnel: forty-one (41), composed of one (1) Supervisor at the Talisay Campus, three (3) Leadmen at Alijis, Fortune Towne, and Binalbagan, and thirty-seven (37) janitors and janitresses. The relief pool of five (5) is maintained under Section 17 and is not billable.

A.1 Talisay Campus — sixteen (16) billable

1. Administration Building

Ground floor: offices, stairways, lobby, PWD restrooms, glass doors, elevator, windows and panels, façade, and parking. Second floor: offices, business center, lobby, staircases, corridors, glass, restrooms, and fire exit. Third floor: offices, lobby, staircases, corridors, glass, restrooms, and fire exit. Fourth floor: conference room, President's Pad, Board Secretary, PME, lobby, staircases, glass, corridors, restrooms, and rooftop garden. Roof decks and gutters.

2. Library Science Academic Building (LSAB)

Ground floor: corridors, offices, restrooms, stage, faculty rooms, laboratories, classrooms, windows, and grounds. Second floor: classrooms, technology shop, offices, restrooms, corridors, staircases, ceilings, and windows. Third floor: IT room, classrooms, offices, restrooms, corridors, staircases, ceilings, and windows. Fourth floor: computer laboratory, electronics shop, classrooms, offices, restrooms, corridors, staircases, and roof gutters.

3. Teacher Education Building

Ground and second floors: corridors, restrooms, staircases, windows, hallway, canopy, ceilings, floors, roof gutters, and grounds.

4. Gym and Multipurpose Hall

Entrance and exit glass doors, restrooms, offices, stockrooms, and surrounding grounds.

5. Engineering and Technology Green Building (ETGB)

Ground floor: offices, laboratories, lobby, stairways, PWD restrooms, glass doors, elevator, windows, façade, and parking. Second floor: classrooms, offices, lobby, staircases, glass, corridors, restrooms, and fire exit. Third floor: offices, lobby, staircases, glass, corridors, restrooms, and halls.

6. ETGB Annex – College of Engineering Building

Ground floor: offices, restrooms, lobby, windows, and grounds. Second floor: offices, restrooms, lobby, windows, and staircases. Third floor: classrooms, offices, restrooms, corridors, staircases, ceilings, and windows.

7. Ceramics Building, President's Cottage, and Hometel

Rooms, restrooms, roof, and surrounding grounds.

8. Foods Trade and Machine Shop Building

Classrooms, offices, restrooms, and grounds.

9. Automotive and HVAC Building

Workshops, restrooms, and surrounding grounds.

10. Student Center and parking

Ground floor: lobby, offices, restrooms, windows, grounds, and roof. Second floor: offices, restrooms, windows, corridors, and staircases.

11. Supply and Property Building

Ground floor: office, restrooms, lobby, windows, and roof. Second floor: offices, restrooms, lobby, windows, and staircases.

12. Research Technology Hub Building

Ground floor: office, restrooms, lobby, and windows. Second floor: offices, restrooms, lobby, windows, and staircases.

A.2 Alijis Campus — nine (9) billable

1. Old Administration Building

Ground floor: offices, library, conference room, lobby, hallway, stairway, fire exit, windows, and restrooms. Second floor: library, office, restroom, fire exit, and windows.

2. Audio-Visual Room

Restrooms, ramps, hallways, windows, stage, radio room, and fire exit.

3. Technology Green Building and Science Laboratory (Two-Storey)

Ground floor: offices, conference room, speech laboratory, laboratory rooms, lecture rooms, lobby, hallway, stairway, ramp, fire exit, electrical room, restrooms, windows, façade, classrooms, and the football field. Second floor: offices, computer laboratory, restrooms, lobby, hallway, stairway, ramp, windows, fire exit, and roof deck.

4. Covered Court

Covered grounds, surrounding grounds, stage, and stockrooms.

5. Three-Storey Laboratory Building

Each floor: laboratory rooms, lecture rooms, offices where present, electrical and electronics rooms, restrooms, stairway, hallway, ramp, and windows. The third floor includes the CAD laboratory.

A.3 Fortune Towne Campus — eight (8) billable

1. Information Technology Building (Three-Storey)

Ground floor: offices, lobby, staircases, restrooms, windows, façade and parking, audio-visual room, and classrooms. Second floor: library, lobby, restrooms, corridors, exit areas, and staircases. Third floor: classrooms, lobby, restrooms, corridors, exit areas, and staircases. Roof canopy and surrounding grounds.

2. Business Management and Accountancy Building (four-storey)

Four storeys: classrooms, offices, lobby, staircases, and restrooms. The ground floor also covers the grounds, canteen, visitor's lounge, and guard house. The fourth floor includes the conference hall.

3. RH Building

Ground floor: classrooms, corridors, restrooms, windows, and surrounding grounds.

4. Male and Female Dormitory

Ground floor: Corridors, restrooms, windows, and surrounding grounds.

Ground floor: Corridors, restrooms,

5. NSTP, GAD, PPDM, Medical, and Dental Offices

Ground floor: offices, corridors, restrooms, windows, child-minding area, and surrounding grounds.

6. Student Center

Ground floor: offices, restrooms, windows, classroom, and hallways. Second floor: offices, windows, and restroom. Business-plan implementation area, surrounding grounds, and student park.

7. Alfredo Montelibano Activity Center

Court floor, bleachers, staircases, ceilings, fitness room, and office.

8. Commercial Arcade

Ground floor: kiosks and surrounding grounds.

A.4 Binalbagan Campus — eight (8) billable

1. Entrance gate, guard house, and parking

Façade, hallways, roof canopy, office, restroom, road humps, PWD ramps, roof, ceilings, walls, panel doors and glass, and landscape.

2. Administration Building

Offices, lobby, hallways, roof, walls, panel doors and glass, PWD ramps, restrooms, records rooms, pantry, stockrooms, electrical room, ceilings, and landscape.

3. Student Center Building

Offices, lobby, hallways, restrooms, ceilings, walls, panel doors, and glass.

4. Research and Extension Building

Offices, lobby, hallways, roof canopy, walls, panel doors and glass, restrooms, ceilings, records rooms, and landscape.

5. New Academic Building (Two-Storey)

Ground and second floors: classrooms and criminology office, lobby, hallways, staircases, railings, restrooms, ceilings, walls, panel doors and glass, façade, electrical room, and landscape. Roof deck: staircases, floor drains, roof canopy, and railings.

6. Physical Education Building

Offices, classrooms, hallways, restrooms, walls, roof, ceilings, panel doors and glass, and landscape.

7. Teacher Education Building

Classrooms, hallways, walls, roof, ceilings, panel doors and glass, and landscape.

8. Old Homemaking, Old College, and Old Administration Buildings (Two-Storey)

Ground and second floors: offices, records rooms, classrooms, hallways, staircase, walls, ceilings, roof canopy, gutters, panel doors and glass, restrooms, landscape, fire-exit ladder, and corridors.

9. Fishery Laboratory Complex, Phases 1, 2, and 3 (Two-Storey)

Ground and second floors: offices, laboratories, classrooms, hallways, corridors, restrooms, staircases, walls, ceilings, panel doors and glass, façade, electrical rooms, ramps, railings, and roof canopy. Roof deck: staircases, floor drains, canopy, water tanks, and railings.

10. Property and Supply Building, and Guilbert Jr. Building

Offices, hallways, multipurpose hall, corridors, restrooms, façade, roof, walls, ceilings, panel doors and glass, and landscape.

11. College Library

Façade, offices, study area, hallways, corridors, restrooms, roof, walls, ceilings, panel doors and glass, and landscape.

12. Criminology Laboratory Building

Façade, offices, laboratories, classrooms, hallways, corridors, restrooms, electrical room, water tanks, staircases, ramps, roof, walls, ceilings, panel doors and glass, and landscape.

13. Male and Female Dormitory (Two-Storey)

Ground and second floors: façade, ramps, railings, staircases, bed spaces, hallways, corridors, dining and kitchen, stockrooms, showers and toilets, walls, ceilings, panel doors and glass, landscape, and fire-escape ladders.

14. Hometel Building

Façade, entrance porch, hallways, corridors, living area, bed spaces, showers and toilets, kitchen and dining, roof, walls, ceilings, panel doors and glass, and landscape.

15. Covered Court

Benches, court floor, roof canopy, and landscape.

16. Coke Canteen

Hallway, dining and kitchen, roof, ceiling, panel doors, and glass.

17. Science Building, New College, Psychology Laboratory, Criminology Cottage, and Home Economics

For each: offices, classrooms, laboratories, hallways, restrooms, roof canopy, ceilings, walls, panel doors, and glass.

Cleaning of the dormitory and of the Hometel shall be scheduled with the resident adviser or the building in-charge. Personnel shall not enter an occupied bed space except at the agreed hour, and shall not handle personal effects beyond what is necessary to clean the floor and the common fixtures.

Annex B. Cleaning Tools, Equipment, and Personal Protective Equipment

B.1 Equipment and tools

The quantities below are minimums and are for the account of the Service Provider. The equipment shall be owned or leased for the full contract term, stationed at the campus indicated, and made available for quarterly inspection.

Equipment	Alijis	Binalbagan	Fortune Towne	Talisay	Total
Heavy-duty floor polisher	1	1	1	1	4
Heavy-duty vacuum cleaner	1	1	1	1	4
Pressure washer	1	1	1	1	4
Squeegee, metal handle	2	2	2	2	8
Aluminum ladder, 8 ft.	2	2	2	2	8
Aluminum ladder, up to 24 ft.	1	1	1	1	4
Mop squeezer	2	2	2	4	10
Handheld radio or equivalent	2	2	2	2	8
Safety harness	1	1	1	2	5
Wheelbarrow	3	3	3	3	12
Roll-out waste container (120L)	2	2	2	2	8

Each janitor shall be issued an individual set consisting of a mop handle, mop-head holder, broom, dustpan, bucket, spray bottle, cleaning cloths, and a caution sign. Consumable refills of mop heads, brooms, and chemicals are for the account of the University. The Service Provider shall replace a lost or broken individual tool within three (3) days.

B.2 Personal protective equipment

Item	Quantity	Standard
Nitrile or chemical-resistant gloves	Ten (10) pairs per janitor per month	Replaced sooner if torn
Safety goggles	One (1) per janitor	Anti-fog and chemical resistant

Face masks	Ten (10) per janitor per month	Disposable surgical or equivalent
Safety harness	As provided in B.1	Required for roof, canopy, and ladder work above one storey, and inspected before each use
Caution signs (Wet Floor Sign)	Not fewer than four (4) per campus	To be used whenever a floor is wet
Rain gear	One (1) set per grounds-assigned janitor	For outdoor work in rain

Annex C. Periodic Work Activities

The frequencies below are minimums. The General Services Unit may require an additional cycle after an activity, within the billable headcount. A classroom in use shall be cleaned before the first class and, where the schedule allows, between periods of heavy use.

C.1 Daily

- Sweep, mop, and, where the floor finish so requires, polish lobbies, corridors, stairways, and elevators. A wet area shall remain signed until dry.
- Dust and wipe furniture, fixtures, railings, switches, and horizontal surfaces in assigned offices and classrooms.
- Empty and disinfect waste bins, replace liners, and move segregated waste to the designated station.
- Clean, sanitize, and restock comfort rooms at least twice within the coverage window, and whenever the General Services Unit reports a failure. Restocking shall be made only from supplies of the University.
- Maintain assigned grounds, parking edges, and walkways, including litter, leaves, and standing water that can be swept.
- Clean entrance glass at the start of the window.

C.2 Weekly

- Clean glass windows, jalousies, grills, and frames on the assigned elevations.
- Scrub wall tiles in comfort rooms.
- Pressure-wash bins, driveways, and exterior hard surfaces within the Annex A assignment.
- Vacuum carpets and spot-clean upholstery.
- Mop and sanitize office and hallway floors that are not on the daily polish route, including areas under movable furniture.

C.3 Monthly

- Remove cobwebs from ceilings and fixtures reachable with the issued ladders.
- Clean the exterior face of diffusers, fans, and supply vents. Opening of an electrical enclosure is prohibited.
- Scrub interior and exterior walls, columns, and beams at reachable height.
- Clear gutters and downspouts of leaves and silt, with a harness where the work is at a roof edge.
- Deep-clean curtains, blinds, carpets, and sofas in assigned offices, by vacuum and spot method. Off-campus dry-cleaning is excluded unless the General Services Unit issues a separate written order.

C.4 Quarterly

- Deep-clean furniture, railings, and metal surfaces.
- Wipe ceilings, canopies, and soffits at reachable height.
- Clean water dispensers and kitchenettes on the exterior and the drip tray. Internal servicing of a dispenser under warranty is excluded.

- Conduct a joint inventory of equipment and personal protective equipment with the General Services Unit.

Annex D. Bid Price Computation

The bidder shall complete this form. The wage used in the bid shall be the rate in force for Negros Occidental on the date of bid opening. The wage order effective 19 November 2025 fixes the non-agriculture rate for establishments employing more than ten (10) workers at Five Hundred Fifty Pesos (₱550.00) per day. A later order, if already in force on bid-opening day, shall be used in its place. Each bidder shall prepare its own cost computation in this format; the University's figures in D.2 are reference minimums only.

D.1 Day factor

The coverage pattern is six (6) days a week, Monday to Saturday, Sunday being worked only when ordered. The bidder shall use a factor of three hundred thirteen (313) days, unless a later issuance requires a different factor. Sunday work ordered under Section 20 shall be paid as an extra at the legal premium, and shall not be included in the 313-day factor. Pay for unworked regular holidays is covered by the 313-day factor. Premium pay for regular holidays and special (non-working) days falling on Monday to Saturday and actually worked within the coverage window of Section 20 (a total of 200% of the daily wage for work on a regular holiday, and 130% for work on a special (non-working) day) is for the account of the Service Provider, shall be covered by its administrative cost (agency fee), and shall not be billed separately.

D.2 Reference statutory cost (minimum) — bidder to submit its own computation

Each bidder shall submit its own computation of the monthly cost per person in the format of this table. The amounts in the third column are the University's reference minimums for the wage, the thirteenth-month pay, the service incentive leave, and the employer shares, taken from the **ABC** build-up of the University. They are used only to check, under Section 29 and Annex D.3, that the bid is not below the statutory wage and benefit cost. They are not the price that a bidder must quote, and a bidder may state higher amounts.

Component	Formula	Reference minimum at ₱550/day (₱)
Equivalent monthly rate	Daily wage × 313 / 12	14,345.83
Thirteenth-month pay	Equivalent monthly rate / 12	1,195.49
Service incentive leave, five days	Daily wage × 5 / 12	229.17
Subtotal due to personnel (A)	Sum of the three rows above	15,770.49
SSS employer share, including EC	10% of the monthly salary credit under the SSS schedule (₱14,500 at ₱550/day), plus EC of ₱10.00	1,460.00
PhilHealth employer share	2.5% of the equivalent monthly rate (one-half of the 5% premium)	358.65
Pag-IBIG employer share	2% of the monthly fund salary, up to the maximum fund salary of ₱10,000	200.00
Employer shares (B)	Sum of the three rows above	2,018.65
Amount due to personnel and government (C)	A + B	17,789.13
Administrative cost (agency fee) (D), inclusive of uniform, insurance, equipment, relief pool, and holiday premium under D.1	Stated in pesos and as a percentage of A; not less than 10% of A	Bidder to state
Value-added tax or percentage tax	Statutory rate applied to D (agency fee), with the basis stated	Bidder to state
Monthly cost per person (E)	C + D + tax	Bidder to state

Amounts in the third column are computed at ₱550.00 per day without intermediate rounding, as in the **ABC** build-up of the University, and shall be recomputed from the wage order and contribution tables in force on the date of bid opening. Bases: the SSS contribution schedule effective January 2025 (15% of the monthly salary credit, of which 10% is the employer share; EC of ₱10.00 for a monthly salary credit of

₱14,500 and below); PhilHealth rules, as revised (5% premium on monthly basic salary, shared equally, with a floor of ₱10,000 and a ceiling of ₱100,000); and HDMF rules (employer share of 2% of the monthly fund salary, up to ₱10,000).

D.3 Total bid price and unit rate

The total bid is the monthly cost per person multiplied by 41 personnel and by 12 months. Payment shall be for actual months served only. The relief pool is already included in the administrative cost and shall not be added as additional billable personnel. The total bid, inclusive of tax, shall not exceed the ABC. The bidder shall also state the contract unit rate to be applied for any authorized increase or decrease in personnel.

The Bids and Awards Committee shall recompute the amount due to personnel and government from the wage order and the contribution tables before declaring the lowest calculated bid responsive. A shortfall therein shall be a ground to fail the bid.

Annex E. Technical Pass-or-Fail Matrix

This matrix is applied with Article V. A rating of Fail on any line fails the technical proposal.

Parameter	Minimum standard	Evidence
Years of experience	At least three (3) continuous years	Contracts or client certifications
Personnel engaged	At least fifty (50) janitorial personnel engaged within the last three (3) years	List of janitorial contracts under Section 14.3, with certifications of performance
Liquidity	NFCC at least equal to the **ABC**, or a committed line of credit of at least 10 percent of the **ABC**	Audited financial statements and computation, or bank line
Organizational set-up	Named operations manager, Supervisor, and three Leadmen	Organizational chart and resumes
Supervisor qualification	National Certificate II in Housekeeping, or an equivalent TESDA qualification, and at least three (3) years of supervisory experience in institutional cleaning	Certificate and resume of the proposed Supervisor
Equipment	Annex B quantities, owned or leased for the full term	Inventory and proof of ownership or lease
Personnel	Commitment to 41 billable and 5 relief	Undertaking in the housekeeping plan
Housekeeping plan	Campus-specific, and covering Annexes A and C	Submitted plan
Recruitment	Clearances and medical screening before deployment	Written procedure
Uniforms and PPE	Two sets, identification card, and Annex B.2 on the first day	Undertaking
Labor compliance	Section 14.2 documents, including DOLE jurisdiction	Certificates and affidavit
Single Largest Completed Contract	At least 50 percent of the **ABC,** similar, within ten years, or the combination of contracts allowed under Section 12	Statement of SLCC
PhilGEPS and ownership	Platinum Certificate and beneficial-ownership disclosure	Certificate and disclosure
Blacklisting	No existing blacklist	Omnibus Sworn Statement

Annex F. Monthly Billing Checklist

- Invoice for the period, stating the billable headcount, absences, and deductions.
- Daily time records, certified by the General Services Unit or the Campus Executive Director.
- Summary of hours rendered.
- Annex C accomplishment checklists, duly certified.

- Proof of salary deposit for every deployed personnel.
- Sworn statement of payment of wages and benefits for the period.
- Proof of remittance to the Social Security System, the Philippine Health Insurance Corporation, and the Pag-IBIG Fund for the preceding month, including EC contributions through the Social Security System, which may be the centralized certification of the main office under Section 14.2, submitted with the package or not later than the fifteenth (15th) day of the succeeding month under Section 31.
- Updated roster, where a replacement was deployed, with the clearances of the new personnel.

The package is due not later than the tenth (10th) calendar day of the succeeding month. A package missing any item is incomplete, except that proof of remittance submitted not later than the fifteenth (15th) day of the succeeding month under Section 31 shall not render the package incomplete. The period of thirty (30) days for payment shall run from receipt of the complete package.

Annex G. GSU Janitorial Personnel Evaluation Sheet and Rating Matrix

The quarterly evaluation under Section 33 uses the Janitorial Personnel Evaluation Sheet and Rating Matrix of the General Services Unit, Talisay Campus, CHMSU. Each sheet states rates each janitor on the following weighted criteria:

I. Quality of Work (35%)

II. Reliability & Responsiveness (25%)

III. Work Ethics & Compliance (20%)

IV. Responsibility and Area Ownership (20%)

Each indicator is rated 4 – Excellent, 3 – Very Satisfactory, 2 – Satisfactory, or 1 – Unsatisfactory. The total and weighted average are recorded for each criterion; Score × Weight = Weighted Score, and the total is the Overall Performance Rating.

The sheet also provides for additional comments / remarks, a supervisor-only checklist (frequent absences, complaints received, poor hygiene standards, misuse of supplies, unprofessional behavior, safety violations), and the evaluator's certification that the evaluation may be used as a basis for administrative actions, including retention, reassignment, or replacement. The overall rating is interpreted as follows:

Total Score Result	Action
3.50 – 4.00	Retain
3.0 – 3.49	Monitor / Coaching
2.50 – 2.99	Warning / Retraining
2.49 and below	Replace

The Rating Matrix states no separate pass mark and no descriptive label for these score ranges. Its actions apply to the individual janitor evaluated; a rating in the Warning / Retraining or Replace band is acted upon under Section 34.

End of Terms of Reference

Annexes A to G form part of these Terms of Reference.