

Republic of the Philippines
DEPARTMENT OF ENERGY- VISAYAS FIELD OFFICE (DOE-VFO)
3rd and 5th Floor Escario Building, 731 N. Escario St., Cebu City, Cebu

CY 2024 CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed this _____ day of **JUN 03 2024** 2024, in Cebu City by and between;

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended, thru its **Visayas Field Office (VFO)** with office address at the 3rd and 5th Floor Escario Building, 731 N. Escario St., Cebu City, represented herein by its OIC for Visayas Field Office, **DIR. RENANTE M. SEVILLA** hereinafter referred to as the "**CLIENT**";

-and-

PERFECT CLEAN GENERAL SERVICES, a business firm engaged in sanitation, maintenance and janitorial works duly organized and existing under the Philippine laws with office address at Unit A Room 104 South Agora Bldg. San Isidro Road Tabunok, Talisay City, Cebu represented herein by its Owner and General Manager, **MARIETTA R. BUCAO**, hereinafter referred to as "**CONTRACTOR**".


"**CLIENT**" and "**CONTRACTOR**" are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".



WITNESSETH, That:

WHEREAS, **CLIENT** desires to engage the services of a contractor, to provide for the sanitation, cleaning and other janitorial works for its office premises and surrounding immediate vicinity;

WHEREAS, the Janitorial Services Contract is a multi-year contract allowed under Appendix Q Section 5.0 of the Government Procurement Policy Board (GPPB) Resolution No.

024-2007 dated 28 September 2007 wherein the contract is renewed yearly for up to two (2) years under the same terms and conditions as concurred by **CONTRACTOR** except on increase in the daily minimum wages as authorized by the appropriate government entity and corresponding increase in the premiums on Social Security System (SSS), Employees Compensation (EC), PAG-IBIG and Phil-health, Cost of Living Allowance (COLA) and other benefits, and corresponding taxes and said **CONTRACTOR** had rendered a satisfactory performance in the previous year, provided the Contract has been awarded through a Public Bidding (PB).




 **WHEREAS, CONTRACTOR** is duly licensed to and is engaged in the business of providing the above-mentioned services and has the capability and expertise to undertake said services;


 **WHEREAS, CONTRACTOR** is the Single Calculated and Responsive Bidder (SCRB) for the DOE-VFO CY 2024 Janitorial Services Contract and was awarded with the pertinent Contract through the use of the Alternative Method of Procurement (AMP), in particular, Negotiated Procurement - Small Value Procurement (NP-SVP) by the Bids and Awards Committee (BAC) per its Resolution No. 129, s.2024 dated May 3, 2024;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual premises, covenants, and stipulations herein below set forth, the **PARTIES** herein agreed, as they do hereby agree as follows:




1. **CONTRACTOR** shall provide sanitation, maintenance and janitorial services - Three Janitorial Staffs to **CLIENT'S** office premises at the 3rd and 5th Floor Escario Building, 731 N. Escario St., Cebu City and to other sites where **CLIENT** shall be holding special activities.
2. **CONTRACTOR** shall provide **CLIENT** with the following janitorial services and related works:

DAILY ROUTINE OPERATIONS:

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- a. Sweeping, damp mopping, spot cleaning and polishing of the floor areas of **CLIENT's** office premises. The areas where heavy traffic occurs, including the main lobby and entrance ways, waiting areas and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness;
 - b. Cleaning, sanitizing of toilets and rest rooms with the use of effective disinfecting chemicals on the wash basins, urinals, and toilet bowls;
 - c. Spraying of toilets and hallways with deodorant;
 - d. Dusting and cleaning of horizontal and vertical surfaces including furniture;
 - e. Dusting, polishing, and cleaning of all glass tops, glass doors, glass partitions, inside windows, window ledges, air vents and brass decors/signages which require daily attention;
 - f. Emptying, cleaning of ash trays and waste paper containers, pick up of butts from sand urns and disposal of trash from the receptacles provided for this purpose and cleaning of same;
 - g. Sweeping of cobwebs and removal of fingerprints, marks or spots on the walls, ceilings, and the likes; and
 - h. Perform errands and other related services as the need arises.

WEEKLY / PERIODIC OPERATIONS:

- a. Cleaning of the surfaces of the inner walls and ceilings;
- b. Carpet cleaning at the VFO Conference Room/s;
- c. Cleaning and waxing of all furnitures and upholstered seats; and
- d. Scrubbing and general cleaning of stairways/aisles/comfort rooms.

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3. **CONTRACTOR** shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the **CLIENT** and other agencies. For this purpose, **CONTRACTOR** shall provide the necessary supplies and materials to ensure the safety of its service personnel.
4. In order to carry out the maintenance, janitorial and sanitations services, **CONTRACTOR** shall furnish its janitor/s with all the necessary equipment, supplies, and materials for its own account as indicated in the Annex "A" hereof, but the cost of electricity and water shall be for the account of **CLIENT**. All supplies of **CONTRACTOR** shall be turned over to the Administrative Unit of **CLIENT** for monitoring/safekeeping based on attached bid details of **CONTRACTOR**.
5. **CLIENT** shall provide a space for storage for the aforementioned equipment, materials and supplies of **CONTRACTOR**. **CLIENT** may inspect the items at any given time through its duly authorized representative. **CONTRACTOR** will hold **CLIENT** free from any liability duly arising from loss or damage of any of the equipment, materials and supplies as cited above.
6. A penalty of P100.00 per day per Equipment shall be imposed against **CONTRACTOR** starting on the 2nd day from the time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) days' time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to P500.00 per day starting on the 5th day after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

The cost of undelivered supplies and materials shall be deducted from the **CONTRACTOR's** monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of the **CONTRACTOR** or the **CLIENT's** ABC itemized cost, whichever is higher.

7. For the satisfactory performance of the foregoing maintenance and sanitation jobs, **CONTRACTOR** shall detail/assign to **CLIENT's** office premises a reliable, honest, healthy/fit, professionally trained and carefully selected janitor/s with the required

clearances issued from PNP, NBI, and Barangay of his/her residence including Medical Certificate issued from a government hospital or a government employed doctor.

8. The janitor/s will work for eight (8) hours a day, five (5) days a week, from Monday to Friday except Saturday, Sunday and holidays. In the exigency of the service, **CLIENT** may request **CONTRACTOR** to increase or decrease the number of janitors assigned to the former's office premises, provided that a prior written notice is served to **CONTRACTOR** not less than three (3) days wherein the additional manpower or decrease of manpower is necessary in which case corresponding proportionate adjustment in the consideration prescribed in Provision 21 regarding payment thereof shall be made.

9. **CLIENT** may at any time, request for the relief and/or replacement of any janitor/tress within twenty-four (24) hours provided there is justifiable reason made for the purpose. **CONTRACTOR** shall immediately provide a qualified reliever and/or replacement in case of absence or illness of the janitor/s assigned to **CLIENT**'s office premises.

A penalty of P500.00 per day per janitor/tress shall be imposed against **CONTRACTOR** starting on the 2nd day of absence of the concerned personnel without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

10. **CONTRACTOR**'s janitor/s shall be provided with adequate uniforms and appropriate identification cards at the expense of **CONTRACTOR**, which shall be worn by the janitor/s at all times within **CLIENT**'s office premises for easy identification.

11. The janitor/s shall be regularly visited and supervised by **CONTRACTOR**'s roving supervisor which shall also closely coordinate and discuss instructions regularly with **CLIENT**'s representative, e.g., improvement of performance, acceptable sanitation, satisfactory maintenance and cleanliness of **CLIENT**'s office premises.

12. **CONTRACTOR's** janitor/s must punch-in and out his/her own DAILY TIME RECORDS (DTRs) at **CLIENT's** office premises including logging of his/her true and correct time of reporting and leaving to/from **CLIENT's** office premises which shall be kept and secured by the concerned Administrative Officer II of **CLIENT**. The absences and undertime incurred by the janitor/s shall be deducted from the monthly payment of services rendered pursuant to the provisions of his/her Contract directly proportionate to the agreed Contract rate.

13. **CONTRACTOR** shall provide **CLIENT** with all possible assistance in case of other emergencies such as during fires, typhoons, earthquakes and other such calamities.

14. **CONTRACTOR** shall likewise implement, enforce or obey such orders, instructions or policies as **CLIENT** may, from time to time, issue to ensure acceptable sanitation and cleanliness of **CLIENT's** office premises and **CONTRACTOR** warrants and represents that all its janitorial workers assigned to **CLIENT** shall strictly follow, obey, and observe such orders, instructions and/or policies.

15. It is also agreed that the janitor/s of **CONTRACTOR** will be subjected to the routine on-the-spot search by **CLIENT's** duly authorized guard/s or security men on duty every time the janitor/s enters and/or leaves **CLIENT's** office premises.

16. **CONTRACTOR** shall be liable for all losses and/or damages to **CLIENT's** properties caused by or arising out of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of its janitor/s including those which shall be suffered by **CLIENT**, **CLIENT's** personnel, guests, and contracted workers inside **CLIENT's** office premises.

However, **CONTRACTOR** shall not be liable for the losses and/or damages incurred by **CLIENT** due to fortuitous events except when **CONTRACTOR** and/or its janitor/s or other personnel commit acts inimical to **CLIENT** during said fortuitous events and

neither will **CONTRACTOR** be liable for injuries/deaths directly or indirectly caused by acts or omissions of its janitor/s who exceed their scopes of their assigned tasks and not covered by this Contract.

17. **CONTRACTOR** shall not be liable for personal obligations or indebtedness of its janitor/s assigned to **CLIENT**'s office premises.

18. **CONTRACTOR** hereby attests that he/she and/or any of its employees is not related within third degree of consanguinity or affinity with the: 1.) hiring authority and/or 2.) Representative of **CLIENT** for his/her services.

19. There shall be no employer-employee relationship between **CLIENT** and **CONTRACTOR** for this Janitorial Services Contract including the janitor/s that shall be assigned to **CLIENT**'s office premises. **CONTRACTOR** hereby acknowledges that no authority has been conferred upon it by **CLIENT** to hire any person in behalf of **CLIENT** and that the janitor/s to be assigned by **CONTRACTOR** to perform the services called for under this Contract is/are not in any way or manner connected with or related to **CLIENT**. It is expressly understood and agreed that the janitor/s to be assigned by **CONTRACTOR** to perform the services called under this Contract shall remain the employee/s of **CONTRACTOR**. As such, **CONTRACTOR** warrants that it shall fully and faithfully comply with all laws, rules and regulations pertaining to the employment of labor now existing and/or which may hereinafter be enacted, including but not limited to, the requirement of the Labor Code, as amended, and the Social Security Act. **CONTRACTOR** hereby warrants to hold **CLIENT** free and harmless from any liability arising out of any duties at **CLIENT**'s office premises as well as for any labor claims which **CONTRACTOR**'s employees may file against **CLIENT**.

20. **CONTRACTOR** shall strictly comply with all existing labor laws, including payment of prevailing minimum wage, monthly premium contributions for SSS, Phil-health, ECC, PAG-IBIG and the mandatory benefits as prescribed by law for all its janitor/s assigned

to **CLIENT**. For this purpose, **CONTRACTOR** shall submit as attachments to its monthly bill to **CLIENT**, a Sworn Statement (SS) that it has paid the salary, allowance and bonus of its janitor/s assigned to **CLIENT's** office premises in accordance with the provisions of labor laws and the adjustments as mandated by law.

21. **CONTRACTOR** shall be responsible for any loss or damage to property and/or for any death, loss or injury to **CLIENT's** personnel or guests, arising or resulting from the fault or negligence of **CONTRACTOR** and/or its janitor/s assigned to **CLIENT's** premises. **CONTRACTOR** shall not be responsible for loss or damage which **CLIENT** may suffer in the premises when such loss or damage is due to force majeure or fortuitous events, acts of God, or negligence of officers, agents, drivers, or employees of **CLIENT** unless **CONTRACTOR** and/or its janitor/s have contributed in any manner in inflicting such loss or damage, in which event, **CONTRACTOR's** liability is limited to such contributory fault or negligence. Within the scope of its responsibility as provided herein, **CONTRACTOR** hereby agrees to fully indemnify **CLIENT**, its personnel, guests or clients and other workers for any death or injury that may be suffered, or pay or replace at the full value of the property lost or damaged, as the case may be, not later than 30 days after a formal claim has been filed against it by **CLIENT**.

22. **CONTRACTOR** shall submit to **CLIENT** within ten (10) calendar days from signing of this Contract the following bonds and securities to be issued by GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

- a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance;

- b. Pursuant to Article 108 of the Labor Code of the Philippines, **CONTRACTOR** is likewise required to furnish a labor bond equal to the cost of labor under this Contract computed in the total amount of **FOUR HUNDRED FORTY NINE THOUSAND FIVE HUNDRED THIRTY FOUR PESOS AND NINETEEN CENTAVOS (P449,534.19)** on condition that the bond will answer for the wages due to its janitorial workers assigned to **CLIENT** should **CONTRACTOR** fail to pay the same.

In case this Contract has been renewed yearly for two (2) years in accordance with the afore-cited provisions on multi-year Contract period, **CONTRACTOR** shall submit another set of Labor Bond and Comprehensive General Liability (CGL) Insurance to cover the 2nd and 3rd year of the Contract.

23. **CLIENT** shall pay **CONTRACTOR** the monthly Contract Price (CP) for the services rendered by the latter in the amount of **SIXTY FOUR THOUSAND TWO HUNDRED NINETEEN PESOS AND SEVENTEEN CENTAVOS (P64,219.17)** or a total of **FOUR HUNDRED FORTY NINE THOUSAND FIVE HUNDRED THIRTY FOUR PESOS AND NINETEEN CENTAVOS (P449,534.19)** for the whole CP covering the period 01 June 2024 to 31 December 2024, inclusive of applicable taxes and fees less the proportionate deduction for absences, tardiness and amount of undelivered supplies payable every end of the month.

24. Any violation of the stipulations and covenants of this Contract, **CLIENT** shall automatically rescind and/or terminate the same without prior notice to **CONTRACTOR**, and that **CLIENT** shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to re-award or re-negotiate said services to another contractor.

25. This Contract when executed, shall constitute the entire agreement between **CONTRACTOR** and **CLIENT** with respect to the subject matter hereof. Any and all amendments and/or supplements hereof and therefore shall be governed by the laws of the Republic of the Philippines.

26. This Contract shall take effect on 01 JUNE 2024 and will end on 31 DECEMBER 2024 and shall continue in full force and effect unless earlier terminated by either **PARTY** for cause or for failure of either **PARTY** to comply with the terms and conditions of this Agreement by giving the other **PARTY** a written notice of at least thirty (30) days prior to effective date.

27. That notwithstanding the fixed duration of the Contract, this Contract of Service maybe terminated at any time for just cause such as but not limited to unsatisfactory performance and only after a due written notice to **CONTRACTOR** to be received at least thirty (30) days prior to such termination.

28. Likewise, in compliance with Executive Order (EO) No. 398 issued by the Office of the President on 12 January 2005, **CONTRACTOR** shall provide **CLIENT** before entering into this Contract, a tax clearance from the Bureau of Internal Revenue (BIR) to prove **CONTRACTOR's** full and timely payment of taxes to the government. Further, **CONTRACTOR** through its responsible officer/s, shall submit also to **CLIENT** a Certification under oath that it is free and clear of all tax liabilities to the government. **CLIENT** shall verify regularly with BIR, the **CONTRACTOR's** strict compliance with the provisions of EO No. 398 otherwise it will suspend payment for any goods or services delivered by **CONTRACTOR** to **CLIENT** as stipulated in this Contract. Any janitor/janitress provided by **CONTRACTOR** under this Contract whose services are utilized for more than eight (8) hours per day upon the request of **CLIENT** outside of the regular number of hours of services shall be paid the daily regular rate plus overtime based on premium rates as provided in the Labor Code of the Philippines.

CONTRACTOR expressly authorizes **CLIENT** to have access to and to inspect the original copy of **CONTRACTOR's** payroll containing the names of its janitors/janitresses assigned to **CLIENT**.

29. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits and licenses required by national or local authorities, or by civilian or military authorities, in order to continue operating legally.

30. Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any, and if it deems necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law.

31. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Cebu City, Cebu to the exclusion of other courts and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

32. **CONTRACTOR** is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

33. **CONTRACTOR** binds itself to comply strictly with the Rules and Regulations pertaining to **CONTRACTOR's** janitorial personnel's offenses as stated in Annex "B" hereof.

34. It is expressly agreed upon that, in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, moneys and/or accounts receivable that are in control and in possession of **CLIENT** that may be due or owing to **CONTRACTOR**.

35. **CONTRACTOR** warrants that it or any of its officials or representatives has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** at its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Price (CP) without prejudice to **CONTRACTOR 's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

36. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

IN WITNESS WHEREOF, the **PARTIES** have hereunder signed and executed these presents on the date and at the place first above-written.

DEPARTMENT OF ENERGY
(CLIENT)

PERFECT CLEAN
GENERAL SERVICES INC.
(CONTRACTOR)

By:


By:


DIR. RENANTE M. SEVILLA
OIC, Visayas Field Office


MARIETTA R. BUCAO
General Manager

Signed in the Presence of:


ATTY. BARRYTONE A. BUSI
DOE-VFO, Legal


LINO F. FELICITA
Sales Marketing Officer

HELEN C. ROLDAN
OIC-Chief, Accounting Division

Republic of the Philippines}
City of Cebu.....}SS.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for the _____ on this 03 day of JUN 2024,
_____, 2024, personally appeared:

DIR. RENANTE M. SEVILLA with Tax
Identification No. **147-724-722** issued in Cebu
City, in his capacity as OIC for Visayas Field
Office of the **DEPARTMENT OF ENERGY**;

-and-

MARIETTA R. BUCAO, with _____ issued
in _____, in his capacity as General
Manager of **PERFECT CLEAN GENERAL
SERVICES**.

both known to me and to me known to be the same persons who executed the foregoing
instrument and they acknowledged to me that the same is their own free and voluntary act and
deed and that of the office and entity which they respectively represent.

This document refers to CY 2024 Contract for Janitorial Services between the
DEPARTMENT OF ENERGY and **PERFECT CLEAN GENERAL SERVICES** consisting
of fourteen (14) pages including this page on which this acknowledgement is written and all
pages hereof have been signed by the PARTIES and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on
the date and at the place first above written.

Doc No. 122 ;
Page No. 25 ;
Book No. 94 ;
Series of 2024

ERIC M. ALIVIO
Notary Public for and in the City of Cebu
Until December 31, 2024
Notarial Commission No. 045-09
Ground Floor, Martina Sugbu Center
P. Burgos St., Sto. Niño, Cebu City
IBP No. 362187/ December 30, 2023/ Cebu City
PTR No. 2496363/ January 3, 2024/ Cebu City
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ATTACHMENT TO CY 2024
DOE-VFO CONTRACT ON JANITORIAL SERVICES
3rd and 5th floor 731 N. Escario St. Cebu City

Annex "A"

List of Janitorial Supplies and Materials
VISAYAS FIELD OFFICE (VFO) in Cebu City

A. Monthly (Delivery on the 1st day of the Month)

Specs / Items	Qty.	Unit
	<i>Qty.</i>	<i>Unit</i>
Tiles and bowl cleaning liquid (Johnson or equivalent brand)	3	gal
Trash Plastic bags L size (black)	200	pcs
Trash Plastic bags S size (black)	100	pcs
Round rags (at least 6" diameter) for wiping of chairs, walls, baseboards	100	pcs
Pranela (at least 16" x 16") size for wiping computer sets and tables	6	pcs
Powdered soap (all purpose) for washing of floors, lobbies, CRs, walkways, outside walls, pavements, etc. (should not be in direct contact with skin and clothes)	6	kgs
Pledge (330 ml) or equivalent brand for furniture, tables, desks, etc.	3	can
Disinfectant - ("Chlorine" or equivalent brand) for CRs	5	kgs
Air freshener - (Glade or equivalent brand) 320 ml aerosol type	4	cans
Baygon-Insect killer ("Aerosol spray w/ nozzle 500 ml) not water-based	2	cans
Complete wax (Johnson or equivalent brand) for the shines of vinyl tiles	1	gal
Fabric softener ("Downy" or equivalent brand, washing of carpet & mop, to mix with water to produce fragrance scent as feed to the ionizer device at CRs)	1	gal
Supply of liquid hand soap (anti-bacterial) for CRs and lobbies	1	gal

B. QUARTERLY DELIVERY	Qty.	Unit
Rubberized hand gloves (large, heavy duty) for CRs, garbage collection	6	pairs
Soft brooms, thick	6	pcs
Push brushes 12" width with handle for washing/cleaning of pebble finished floor/stairways/walkways	3	pcs
Metal Polish ("Glo" or equivalent brand, 100 ml) for brass names	1	can
Muriatic acid	1	gal
Carpet Shampoo	2	gal
Feather Duster	3	pcs
Polisher Pad	1	pc

List of Janitorial Equipment and Devices
Costs of the items are part of the Admin/Logistic Cost

VISAYAS FIELD OFFICE (VFO) in Cebu City

C. JUNE 2024 (Upon Engagement)

Signage "A" type "SLIPPERY WHEN WET"	2	pcs
Mop handles (strong wood/hard plastic)	6	pcs
Extended pole glass wipers	3	pcs
Indoor plants in big pots for 2 lobbies	6	sets
Air revitalisor (1000ml water capacity) (will be replaced once damaged/defective)	6	pcs
Liquid soap dispenser (500ml storage capacity) (will be replaced once damaged/defective)	8	pcs

<i>D. EQUIPMENT</i>	Qty	Unit
Dustpan heavy duty	2	pcs
Vacuum (for carpet cleaning) or carpet cleaner	1	unit
Trash can (big)	4	pcs
Dust mop	2	pcs

***** DOE-VFO Janitorial Services Contract 2024

**ATTACHMENT TO CY 2024
DOE-VFO CONTRACT ON JANITORIAL SERVICES**

Annex "B"

**RULES AND REGULATIONS PERTAINING TO
CONTRACTOR'S JANITORIAL PERSONNEL'S OFFENSES**

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **CONTRACTOR** shall impose or apply the appropriate penalties or sanctions or corrective measures on its janitorial personnel assigned to DOE who commit such misbehavior or misconduct.

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting on **CLIENT's** premises that would adversely affect **CLIENT's** operation/activities;
- c. Commission of an illegal or immoral act within **CLIENT's** premises;
- d. Carrying prohibited weapons or banned objects within **CLIENT's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within **CLIENT's** premises or while performing work for **CLIENT** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to persons or destruction of **CLIENT's** property for which it may be held liable;
- g. Intimidations or coercion of fellow **CONTRACTORS'** workers, **CLIENT's** employees, customers, guests and/or any person, in any manner which adversely affects **CLIENT's** interests;
- h. Concealing a disease which endangers fellow **CONTRACTORS'** workers or **CLIENT's** employees and guests;
- i. Refusal to submit to or failure to meet janitorial requirements of **CLIENT** or being in the opinion of **CLIENT**;

- j. Intentionally damaging **CLIENT's** property or any property for which **CONTRACTOR's** may be held liable; and
- k. Failure to carry out instructions of superiors and/or **CLIENT's** concerned VFO personnel.

2. **Negligence of Duty**

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **CLIENT's** property that it may be held liable;
- d. Sleeping or napping while on duty; and
- e. Leaving work and/or workplace without proper relief or authorization.

3. **Insubordination**

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **CLIENT** unless such answers would violate Constitutional rights; and
- c. Insult or willful disrespect by the janitorial personnel on the honor of any official or employee of **CLIENT** or persons transacting business with **CLIENT**.

4. **Dishonesty**

- a. Unauthorized use of **CLIENT's** resources;
- b. Stealing and attempting to steal from **CLIENT**, its employees, contractors and/or clientele;

- c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **CLIENT's** premises;
- d. Substituting material and/or object with intent to gain;
- e. Obtaining or attempting to obtain **CLIENT's** funds, equipment, products, supplies and materials through fraudulent means from **CLIENT's** suppliers, warehouses, plants or stations, and other assigned work places; and
- f. Defrauding **CLIENT** in any manner.

5. **Alcoholic Beverages or Prohibited/Regulated Drugs**

- a. Unauthorized use or possession of prohibited/regulated drugs within **CLIENT's** premises;
- b. Drinking liquor within **CLIENT's** premises except during official occasions and locations authorized by **CLIENT**;
- c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs, or with observed disturbance of mindset due depression or stress (physical or financial); and
- d. Selling or inducing any person to take prohibited/regulated drugs within **CLIENT's** premises except when duly authorized for medical reasons.

6. **Safety**

- a. Failure to observe **CLIENT's** safety rules and regulations;
- b. Carelessness with regard to safety of fellow **CONTRACTORS'** workers or **CLIENT's** employees, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **CONTRACTORS'** workers, **CLIENT's** employees or damage to **CLIENT's** property;
- d. Smoking in "No Smoking" areas within **CLIENT's** premises or property;

- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **CLIENT's** premises or property;
- g. Removing safety devices from **CLIENT's** machinery, equipment or any other property without permission;
- h. Intentionally destroying or damaging **CLIENT's** property or other equipment;
- i. Failure to wear safety attire when prescribed within **CLIENT's** premises;
- j. Staying after work in **CLIENT's** premises unless otherwise authorized by the VFO Director of **CLIENT**; and
- k. Unauthorized entry in restricted areas/office/closed rooms within **CLIENT's** premises.

7. **Other Acts or Omissions**

- a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at **CLIENT's** premises unless properly relieved upon the order of the VFO Director or authorized representative of the **CLIENT**;
- b. Improper or non-wearing of **CONTRACTOR's** uniform when on-duty at **CLIENT's** premises and/or in **CLIENT's** other sites;
- c. Use of stairwell in going up and down **CLIENT's** building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;
- d. Discourtesy to **CLIENT's** personnel, guests, visitors and other **CONTRACTORS'** workers;
- e. Use of **CLIENT's** telephone direct line in placing outside call with charges without proper written authorization from the VFO Director or authorized representative of **CLIENT**; and
- f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **CLIENT's** premises.

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