



TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR VARIOUS HEALTH CENTERS, LYING-IN AND LABORATORY IN QUEZON CITY

1.0 RATIONALE AND BACKGROUND

The Quezon City Government, under the present administration, seeks to acquire effective and efficient janitorial services for the purpose of maintaining the cleanliness and sanitary condition of various health centers, lying-in, and laboratory located at Quezon City.

The hiring of private janitorial services is deemed imperative to ensure the cleanliness of its working place and to prevent hazardous elements that may surround the buildings in accordance with the city government vision of a quality.

2.0 DEFINITION OF TERMS

The following words, expressions and abbreviations shall have the meaning hereby assigned to them, except where the context requires otherwise.

1. **CONTRACTOR** - the individual, firm, partnership, corporation, which undertakes the contract of work herein described.
2. **JANITOR/TRESS** – refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
3. **SERVICE AREA** – means buildings, premises, compound and facilities of the City Government.
4. **HOUSEKEEPING PLAN** – refers to the description of the activities and strategies to be undertaken in accomplishing the Project objectives and scope of work/services. The detailed work plan must demonstrate unequivocally the capability of the Contractor to undertake satisfactorily the Project.
5. **RESERVED JANITORIAL PERSONNEL** – refers to the twenty percent (20%) of the total janitorial personnel that are readily available for posting at any given time in cases of emergency or when need arises for special operations in any city government installations and for special events and activities without additional cost to the City Government
6. **QCG** – refers to the Quezon City Government represented by its City Mayor or his representative.
7. **CGSD** – refers to the City General Services Department



3.0 PROJECT DESCRIPTION

The project, subject of this Terms of Reference (TOR), involves the undertaking of maintaining the cleanliness, sanitary condition and beautification of all buildings and area coverage.

4.0 PROJECT OBJECTIVES

The project primary objective is to ensure a clean, orderly, and sanitized environment free from any garbage, dirt, hazardous elements, and unpleasant odor of various health center, lying-in, and laboratory facilities located at Quezon City.

5.0 PROJECT SCOPE OF WORK

The Scope of Work under this project aims to ensure attainment of the Project Objectives. The following are the minimum activities to be undertaken to pursue the aim.

1. Cleaning and sanitizing of the following areas and building facilities, parts and fixtures:
 - a. comfort rooms
 - b. lobbies/flooring
 - c. hallways/corridors
 - d. stairways
 - e. other building facilities

The services to be rendered by applicant shall essentially consist of providing the following requirements stated hereunder, which is necessary for the performance of janitorial, maintenance services for the various health center facilities.

- All labor
- Appropriate tools and equipment
- Services vehicle with markings and should be available at all time.
- Supplies and cleaning materials.

6.0 CONTRACT DURATION

The Project has **ONE (1) YEAR** duration effective on **January 1, 2024 to December 31, 2024** but shall be subjected to the need of the City Government or once the operations of the health center under City Government has ceased in the stated services. The City has the right to terminate the contract pursuant to item 15.0 of this TOR or any kind of breach of contract.

7.0 AREA OF COVERAGE AND MANPOWER REQUIREMENT

The Contractor shall provide one (1) safety officer, two (2) supervisors and appropriate number of janitorial personnel to maintain the cleanliness and sanitation of the various health center, lying-in, and laboratory facilities located at Quezon City. (this may vary depending upon the Contractor/applicants option to increase/decrease its janitorial deployment).

Provision of **20% reserved janitorial personnel** as additional manpower as required by the client which shall be made available in cases of emergency as may be determined by the procuring entity, such as but not limited to the following;

a) Emergency Situations

- Fire
- Earthquake
- Typhoon etc.

AREA	QTY	REMARKS
Janitorial Supervisor	2	Overhead
Janitors/tress/sweeper		
1. Warehouse QC Central Depository Vaccine Storage	2	
2. Molecular Laboratory	2	
DISTRICT I		
1. Bago Bantay Health Center	1	
2. Bagong Pag-asa Health Center	1	
3. Balingasa Health Center	1	
4. La Loma Health Center	1	
5. Masambong Health Center	1	
6. Mercedes de Joya Health Center	1	
7. Paltok Health Center	1	
8. Project 6 Health Center & ABTC	1	
9. San Antoniiio Health Center	1	
10. San Jose Health Center	1	
11. Toro Hills Health Center & Toro Hills Clinical Laboratory	1	
12. Project 7 Health Center & Social Hygine Clinic	1	
13. Klinika Project 7 & Microscopy Center	1	
14. San Francisco Super Health Center	1	
15. San Francisco Lying In Clinic	1	
16. District Health Office (San Francisco Health Center)	1	
DISTRICT II		
1. Bagong Silangan Health Center	1	
2. Batasan Hills Annex Health Center	1	
3. Batasan Hills Super Health Center & ABTC	1	
4. Batasan Social Hygiene Clinic & Klinika Batasan	1	
5. Betty Go Belmonte Super Health Center	1	
6. Commonwealth Health Center & Commonwealth Clinic Laboratory	1	
7. Doña Nicasia Health Center	1	
8. Holy Spirit Health Center	1	
9. Lupang Pangako Health Center	1	
10. NGC Health Center	1	
11. Payatas A Health Center	1	
12. Payatas Super Health Center	1	
13. Payatas Lying-in Clinic	1	
14. Payatas B Health Center	1	
15. Veterans Health Center	1	
16. Bagong Silangan Lying In Clinic	1	
17. Batasan Hills Lying In Clinic	1	
18. Betty Go Lying In Clinic	1	
19. NGC Lying In Clinic	1	
20. District Health Office (Batasan Hills Super Health Center)	1	
DISTRICT III		

1. E. Rodriguez Health Center	1	
2. Ermin Garcia Health Center	1	
3. Escopa Health Center	1	
4. Libis Health Center	1	
5. Murphy Super Health Center	1	
6. Old Balara (Main) Health Center	1	
7. Old Balara (Annex) Health Center	1	
8. Pansol Health Center	1	
9. Project 4 Health Center & Project 4 Clinical Laboratory	1	
10. Socorro Health Center & ABTC	1	
11. Murphy Lying In Clinic	1	
12. District Health Office (E. Rodriguez Health Center)	1	
DISTRICT IV		
1. Bernardo Health Center	1	
2. Bernardo Social Hygiene Clinic & Klinika Bernrado	1	
3. Cubao Health Center	1	
4. Galas Health Center	1	
5. Gen. Roxas Health Center	1	
6. Kalayaan Health Center	1	
7. Kamuning Super Health Center & Kamuning Clinic Laboratory	1	
8. Krus na Ligas Health Center	1	
9. Pinyahan Health Center	1	
10. San Vicente Health Center	1	
11. Tatalon Health Center & ABTC	1	
12. Kamuning Lying In Clinic	1	
13. District Health Office (Tatalon Health Center)	1	
DISTRICT V		
1. Arsenia de Jesus Maximo Super Health Center	1	
2. Novaliches Social Hygiene Clinic/Klinika	1	
3. Bagbag Health Center	1	
4. Capri Health Center	1	
5. Fairview Health Center & Fairview Clinical Laboratory	1	
6. Greater Lagro Health Center	1	
7. Gulod Health Center	1	
8. Kaligayahan Health Center & ABTC	1	
9. Maligaya Health Center	1	
10. Nagkaisang Nayon Health Center	1	
11. North Fairview Health Center	1	
12. San Bartolome Health Center	1	
13. Sta Lucia Health Center	1	
14. Arsenia de Jesus Maximo Lying In Clinic	1	
15. Sta Lucia Super Lying In Clinic	1	
16. District Health Office (AJ Maximo Health Center)	1	
DISTRICT VI		
1. Apolonio Samson Health Center & A. Samson Clinical Laboratory	1	
2. Baesa Health Center	1	
3. Banlat Health Center	1	
4. Melchora Aquino & ABTC	1	
5. Magdaleno H. Pedro Health Center	1	

8. Tandang Sora Health Center	1	
9. Wenceslao dela Paz (Culiat) Health Center	1	
8. District Health Office (Banlat Health Center)	1	
TOTAL	91	

SUMMARY	
	QUANTITY
Janitorial Supervisor	2 (Overhead)
Janitors/tress/sweeper	
Warehouse QC Central Depository Vaccine Storage	2
Molecular Laboratory	2
DISTRICT I	16
DISTRICT II	20
DISTRICT III	12
DISTRICT IV	13
DISTRICT V	16
DISTRICT VI	10
TOTAL	91

8.0 PROJECT IMPLEMENTORS

The City General Services Department is the Office mandated to implement the project under Article Twenty, Section 490, Title V, Chapter III of the Local Government Code of 1991 (RA No. 7160) which provides that the City General Services Department shall “maintain and supervise janitorial and security services of the government public buildings and other real property, whether owned or leased by the local government unit.

The City General Services Department shall coordinate with the respective Administrator of government installations in the implementation of the project.

9.0 PROJECT STANDARD & REQUIREMENT

9.1.1 All personnel must submit Health Certificate issued by the Quezon City Health Department in compliance with Article 22, Section 83 of Ordinance No. SP-91,S-93,otherwise known as the “Quezon City Revenue Code of 1993”.

9.1.2 To ensure accomplishment of the Project objectives, the following are minimum performance requirements:

Keep designated Service Areas **clean** eight (8) hours a day five (5) days a week for the Project duration

“Clean” means –

- Absence of garbage, litter, waste, or similar materials from the building and its surrounding.
- Free from unpleasant and hazardous odor or materials.
- Absence of dust, dirty markings on floors, walls, glass windows, odors, and any fixtures of the buildings.

10.0 TECHNICAL CRITERIA

10.1. The bidder must comply with the technical criteria, which shall be the basis of the evaluation of its technical proposal, as prescribed in the Guidelines of Government Procurement Policy Board (GPPB) specifically Appendix 23 1.0 " which states that it is recognized, however, that the proper and efficient procurement of security and janitorial services should be based not solely on cost, but should also take into considerations a ranged of other factors, such as, but not limited to , length of contract, standards of internal governance, adequacy of the resources, level of trainings, and adherence to labor and other social legislation and minimum standards set by the BAC-Goods, to wit;

Stability

1. The bidder must have at least Five (5) years of experience in the field of janitorial services.
2. The bidder must have the financial capacity during the duration of the contract to supports its obligation as a Janitorial Agency with the City Government.
3. The bidder must have the organizational capability of their Janitorial Agency in response with the City's requirement and with a minimum of 150 janitorial personnel.

Resources

1. Must have appropriate number of service vehicle, tools, equipment and cleaning materials to be used by the janitor/tress during their tour of duty.
2. Must have appropriate number of qualified and competent janitorial personnel to be deployed in various health centers, lying-in and laboratory in Quezon City.

Organization

1. The Contractor should submit its detailed organization chart which should indicate an established Organizational Structure to show its capability to undertake the Project; clearly identified lines of authority and responsibility and the specific divisions dedicated to each of the needed service which are manned by full-time employees.
2. The Contractor shall exercise **Fair Labor Practice**; hence, the salaries of all its personnel must be in accordance with the rates/policies prescribed by the Department of Labor and Employment (DOLE) and all applicable labor laws. Thus, all personnel must also be provided social security services and mandated benefits. The safety officer and supervisor salaries should be higher than the ordinary janitor/tress.
3. To abide with the requirements of the client in accordance with reasonable standards of performance.
4. The contractor should comply with the DOLE Department Order 174 Series of 2017 particularly on section 14 – the mandatory registration and registry of legitimate contractors. Consistent with the authority of the Secretary of Labor and Employment to restrict or prohibit the contracting out of labor to protect the rights of workers, it shall be mandatory for all persons or entities acting as contractors to register with the Regional Office of the Department of Labor and Employment (DOLE) where it principally operates.
5. The contractor should provide **occupational safety and health officer** to oversee the safety in the workplace and compliance to basic health protocol (DOLE Accredited Occupational Safety and Health training).

6. The Contractor shall provide Certificate of Non-Delinquency from Philhealth, Pag-ibig Fund and Social Security System or to submit proof of payments for the past six months to ensure that the contractor is in compliance with all the Government mandated benefits

Personnel

1. A Contractor shall submit certificate of employment or job contract of all their employees and Certificate of Undertaking that all personnel have undergone and continue to undergo regular and periodic trainings and orientations on efficient and effective janitorial services to continuously improve the performance of their duties and responsibilities. Employees must also undergo basic orientation on work ethics.
2. In order to attain maximum efficiency in the performance of their duties, the personnel to be deployed by the contractor should be physically fit.
3. All personnel must be provided with identification cards and agency uniforms with agency logo (polo shirt, black pants and black shoes).
4. The Contractor shall at all times, during the term of the Contract, maintain in its employ the following required personnel with the appropriate qualifications, to ensure that the service is being carried out properly and efficiently in the service area.
5. The Contractor shall at all times, during the term of the Contract, maintain in its employ the following required personnel with the appropriate qualifications, to ensure that the service is being carried out properly and efficiently in the service area including deployment of janitorial personnel.
6. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.

11.0 PROJECT IMPLEMENTATION

The Project is to be implemented under a **Fixed Price Contract** where for a definite price and in accordance with the stated project standards and requirements, the contractor is expected to undertake the Project's Scope of Work or Services.

A **Housekeeping Plan** (covering the Service Area) shall be drawn up and submitted by the Contractor as part of its Bid. This Housekeeping Plan should contain a description of the activities and strategies to be undertaken in accomplishing the Project objectives and scope of work/services.

The provisions included in this TOR are minimum requirements; hence, the Contractor is not precluded from improving thereon. In essence, the housekeeping plan must demonstrate unequivocally the capability of the Contractor to undertake satisfactorily the Project.

The contents and attachments of the Housekeeping Plan should include the following:

- a) Scope of services to be rendered in the Service Area
- b) Organizational Chart showing the organizational structure with the specific division(s) dedicated to each of the services included in the Project

- c) Personnel Schedule indicating the number of personnel and their qualifications (educational attainment, training and experience)
- d) Equipment, tools, service vehicle and cleaning materials. List and description (specification, type and use) of cleaning equipment/material per service area

As a rule, the Contractor should be able to show documentary proof, where applicable, to establish its legal, technical, and financial capabilities.

Duties and Responsibilities

- 1. The Contractor shall provide adequate janitorial supervisor to act as housekeeping consultants without cost to the City Government. They shall be responsible in the supervision over its personnel and shall assume full responsibility of their proper and efficient performance.
- 2. The Contractor shall be solely and exclusively responsible for any act or omission of all its personnel during their assigned duty.
- 3. The discipline and administration of the janitors/tress shall conform to existing laws and implementing rules and regulations.
- 4. The Contractor shall assume full responsibility for occurrences arising from negligence, fault, misdemeanor, or unlawful act of its personnel and hereby agrees to indemnify any loss, damage, destruction, or injury that maybe sustained or suffered by the Client
- 5. The Contractor shall guarantee absolute non-occurrence of any form of mass action protest, mass leave, or strike by its employees within the Client’s premises.
- 6. The Contractor shall provide their janitors/tress individual utility/janitorial belt bag, PPE and the following tools & equipment required in the performance of their duties.

A). Tools and Equipment

Vacuum cleaner, Heavy Duty	unit	7
Pressure Washer, Heavy Duty	unit	7
Floor Polisher, Heavy Duty	unit	7
Buggy ,Heavy Duty	unit	6
Push Cart, Heavy Duty	unit	7
Water hose 200 meters with connector	pcs	6
Mop Squeezer	pcs	7
Caution sign/warning device	pcs	25
Floor squeegee, 2 meter long	pcs	7
Sewer rod (Heavy Duty) 1” x 50’	pcs	6
Istalac (Nylon brush 1’ inch) for floor polisher	pcs	7
Aluminum ladder, 8 ft Heavy Duty	pcs	6
Janitorial Cart	pcs	6
Segregated Trash Bin (Heavy Duty) Hard Plastic	Set	7
Drum Heavy Duty Plastic	unit	6

B) The monthly consumables equivalent to **Eleven Thousand One Hundred Fifty-Seven Pesos and 84/100 (Php. 11,157.84)** per person in a year (janitor/tress) is itemized as follows

VARIOUS HEALTH CENTER, LYING-IN AND LABORATORY (91 PAX)

MATERIALS	UNIT	QTY	UNIT COST	TOTAL COST
Air Freshener	gal	10		
Alcohol	gal	5		
All Purpose Cleaner, environmentally friendly	gal	10		
Broom Stick with Handle (50"x13"x3")	pc	10		
Broom Stick	pc	8		
Cotton hand gloves (medium)	pair	5		
Clog remover solution	gal	3		
Cotton Mop Absorbent Sponge Floor Mop, 120 cm(Height), 29 cm (sponge length)	pc	8		
Disinfectant spray 400 gms	can	5		
Disposable gloves	box	10		
Deodorant cake , 100 grams	pc	50		
Dipper (tabo) , plastic meduim	pc	12		
Dust Pan (Lata), 9" w x 30" H	pc	6		
Dust Pan (Lata) small for Drainage	pc	6		
Dust Pan (plastic) small	pc	11		
Fabric Conditioner, assorted scent	gal	7		
Hand Brush, with nylon bristles wooden handle	pc	5		
Liquid Bleach, environmentally friendly	gal	7		
Liquid Handsoap, assorted scent	gal	8		
Mop Handle, stainless 5 ft	pc	8		
Mop Head, cotton, 500 gram	pc	6		
Powder Soap, good quality	kilo	35		
Plastic Spray Gun, 500 ml	pc	7		
Push Brush	pc	4		
Rain Coat (Pocho), standard size	pc	5		
Round Rags , 7" diameter, cotton	kilo	20		
Rubber Hand Gloves, medium, long & thick	pair	7		
Rubber Boots	pair	2		
Scrubbing Pad, 100mmx70mmx8mm	pc	45		
Scrubbing Pad 16" diameter for polisher	pc	2		
Soft Broom	pc	15		
Toilet Bowl Brush, plastic bristle with plastic handle	pc	5		
Toilet Bowl Cleaner, 500ml/btl, environmentally friendly	btl.	8		
Trash Bag (Small), 8"x12"	pc	2000		
Trash Bag (Big), 37"x48"	pc	3000		
Trash can with swing lid, 27x18x4cm, plastic	pc	20		
Water Pail (2 gals), plastic	pc	5		
Water container with cover plastic (200 ml), heavy duty	pc	2		
Various Health Center, Lying-in & Laboratory (Consumable per person in a month)				

7. Except for the boots, the quantity of items described as consumables, equivalent to one (1) month consumption should be delivered one (1) week before the start of the affectivity of the contract.
8. The next delivery for the succeeding month should be made, two (2) weeks before the start of the ensuring month.
9. The Contractor shall not, during the existence of its services or anytime thereafter, disclose to any person or entity, any information concerning the affairs of the Client, which the Contractor may have acquired by reason of its services.
10. The Contractor shall provide at its own expense, facilities for investigation and solution of cases where its personnel have been involved in any way or another.
11. The Contractor should be able to present all the required equipment, tools, service vehicle and cleaning materials on the first day of the contract implementation,
12. The Contractor shall comply with the performance standards to be set by the City for the duration of the contract.

12.0 BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget of the Contract (ABC) for **ONE YEAR** effective on **January 1, 2024 to December 31, 2024** amounting to **TWENTY FOUR MILLION EIGHT HUNDRED FORTY FOUR THOUSAND THREE HUNDRED NINETY ONE PESOS AND 85/100 (Php. 24,844,391.85)** for one year.

PRICE CONTRACT payable in one year for a minimum of **NINETY-ONE (91)** janitors/tress with provision for an assurance of twenty (20%) RESERVED JANITORIAL PERSONNEL as required by the QCG. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made, or appropriate relief shall be applied on a no loss-no gain basis.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-24. Strict monitoring shall be made by the City General Services Department in order to ensure the efficient performance of the service providers. Penalties for violations made by the contractor and its staff shall be deducted from the monthly billing.

The City Government shall pay the Contractor based on the latter's actual performance of the services under the contract and bid specifications taking into consideration the number of personnel posted, the contract rate per month and the deduction for penalties committed, and other charges, if any, for that particular month.

1. **Statement of Account (billing)** – to be submitted by the janitorial Agency to the City General Services Department (CGSD) on a monthly basis for preparation of disbursement voucher.
2. **Daily Time Record (DTR)**- to be submitted duly signed by the janitor/tress, and janitorial inspectors.
3. **Daily Time Report Summary** – to be submitted duly signed by the QCG Administrators of different posts and CGSD authorized representative.
4. **Certification / Summary of Expenses / Request of Allotment** – to be prepared by the CGSD along with the voucher to be signed by the City General Services Officer.
5. **Certificate of Acceptance** – to be prepared by the Movable Property Management and Control Division (MPMCD) and to be signed by City General Services Officer in accordance to COA Circular 92-386.

13.0 EFFICIENCY / PERFORMANCE STANDARDS

To ensure that the janitorial services are effectively and efficiently provided for the City Government's benefit, strict monitoring and the following security measures should be implemented:

1. Daily Activity Report – to be submitted by the Contractor janitorial inspectors to the CGSD every last day of the week.
2. Weekly Inspection Report - to be submitted by the Agency janitorial inspector to the Chief, Building & Grounds Mgt. Division, and / or City General Services Officer.
3. Comfort Room Checklist – to be accomplished by the contractor's supervisors and client inspectors on a daily basis.
4. Daily Janitorial Detail - to be submitted by the Contractor's janitorial supervisors to Quezon City Health Department / City General Services Department to counter check the attendance of the janitor/tress deployed.
5. Reshuffling of agency janitorial personnel – the City Government through CGSD reserves the right to conduct reshuffling of personnel.

14.0 PENALTIES FOR VIOLATIONS

Disciplinary Actions - The City Government through the CGSD reserves the right to demand for replacement of any personnel of the service provider who shall be found lacking in discipline, inefficient or negligent in the performance of duty.

Hereunder are the violations and their corresponding penalties that may be imposed to the CONTRACTOR.

Light offense – offenses that pertain to non-compliance to the requirements and standards of the City on the performance and physical appearance of the employee deployed by the contractor during the conduct of service

Offense	Penalty
Non-wearing of prescribed uniform and identification card by the contractors employee	P500.00 per day
Dirty or unsanitary service area	P500.00 per day
Improper garbage disposal	P500.00 per day
Loafing / abandoning of post	P500.00 per day
Using mobile phone while on duty	P500.00 per day

Grave Offense - offenses that directly impede the satisfactory delivery of the service or scope of work according to standards and requirements set forth in this Terms of Reference.

Offense	Penalty
Lack of manpower required	P 1,000/day / Janitor/tress
Failure to provide all the required supplies & equipment	P 1,000/day / Item / Janitor/tress
Non-compliance to existing Housekeeping rules	P 1,000/day / Rule

15.0 SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

The CLIENT may, without prejudice to other remedies available, (extra judicially) suspend, cancel, or terminate this CONTRACT, with prior notice, in whole or part, due to default insolvency, or for justifiable cause, or any ground which it deems inimical to CLIENT'S or public interest, which include but not limited to the following

- When the CONTRACTOR's employee willfully and intentionally or through negligence causes the death or has inflicted serious physical injury to any person, employees, visitors, or officials while inside the CLIENT'S premises whether on off or official duty.
- When the CONTRACTOR's employees have willfully and intentionally or through negligence caused irreparable damage to the prestige or any interest of the CLIENT, and destruction of CLIENT's properties and equipment.
- When the CONTRACTOR has violated other obligations required under this contract and refused to comply and/ or remedy the violations within a reasonable period given by the CLIENT.
- When the CONTRACTOR fails to pay the salaries of employees for any billing period without just cause.
- When the CLIENT finds the CONTRACTOR to have failed in its obligation to any of its employees based on the CONTRACTOR'S agreement with the CLIENT, thus, affecting the state of morale and efficiency of one or of the entire force.
- When the CONTRACTOR decreased the number of employees without the written approval of the CLIENT and if so given shall also result in proportional reduction of contract price.

- h. In case of force majeure and the CONTRACTOR is unable to deliver or perform any or all its obligations for a period of thirty (30) calendar days after receipt of the notice from the CLIENT stating that the circumstance of force majeure is deemed to have ceased.
- i. The CLIENT may terminate this CONTRACT, in whole or in part, if it has determined the existence of condition/s that makes project implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law or national or local government policies.

16.0 ASSIGNMENT/ PROHIBITION AGAINST SUB-CONTRACTING

This Contract or any portion thereof shall not be assigned, transferred, or ceded to any other parties without the written consent of the CLIENT. The Contractor is further prohibited from sub-contracting any obligation in this contract to any other part

17.0 DAMAGES TO PERSONS AND PROPERTY

The Contractor shall be held liable for any injuries and damages and shall indemnify the City Government or any person or owner of property, for losses sustained which may arise or in consequence of the performance of this contract and against all claims, demands, proceedings, damages, cost, charges, and expenses whatsoever in respect of or in relation thereto.

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