

**TERMS OF REFERENCE**

**OPERATION, MANAGEMENT AND MAINTENANCE OF THE BAESA PUBLIC  
CREMATORIUM QUEZON CITY**

**I. RATIONAL AND BRIEF BACKGROUND**

The project calls for a Bidder that has the capability to operate the Baesa Public Crematorium to address the City's requirement in providing cremation services to its constituents.

Operations at the Baesa Public Crematorium officially commenced during the first quarter of 2020, pursuant to QC Ordinance No. SP 2848 S. 2019 and SP-2903 S.2020. The Baesa Crematorium was initially tasked to address the concern on proper disposal of dead bodies brought by the COVID-19.

With the availability of low cost cremation service in the City, an increase in demand for the service was observed, indicating that citizens are open to this less traditional way of corpse disposal. It is believed that cremation service shall provide economically viable alternative for traditional burial which is deemed to be costlier. Furthermore, the Baesa Public Crematorium aims to target the increasing concern on limited burial grounds in the City.

**II. PROJECT DESCRIPTION**

Operation of the Crematory Facility located at Baesa Public Crematorium, Quirino Highway, Brgy. Baesa, Quezon City, owned by the Local Government of Quezon City and under supervision of the City Civil Registry Department.

Provide periodic maintenance check-up and repair of the crematory machines as may be needed during this period.

Provide competent personnel with sufficient experience in operating the crematory machine and provide administration and management of the facility and its employees.

**III. PROJECT SCOPE OF WORK**

The project involves the operation, maintenance and administration of the Crematory Facility and associated services necessary to effectively achieve its objective.

1. On-site inspection of the Crematory Facility at the Baesa Public Crematorium to assess that all necessary requirements are met to operate the facility and determine the crematory machines are all in good working condition;
2. Inspect and record the machine's capability in terms of the numbers of cadavers cremated in a day and submit their report to the City Civil Registry Department.
3. The Bidder shall operate the crematory facility from Monday to Saturday, 8:00 o'clock a.m. to 5:00 o'clock p.m., including holidays.

**IV. AREA OF COVERAGE**

Operation, management and maintenance of the Baesa Public Crematorium located at Baesa Public Crematorium, Quirino Highway, Brgy. Baesa, Quezon City.

**V. PROJECT STANDARDS AND REQUIREMENTS**

The following are the qualifications and requirement for the Bidder:

1. The Bidder should have at least One (1) existing Crematory Facility and currently operating, with reputable status, within Metro Manila;
2. The Bidder must have an existing similar project with other Local Government Unit (LGU) anywhere in the country;
3. The Bidder shall have an established organizational structure comprising of its officers and reliable staff;
4. The Bidder shall provide Three (3) competent and trained crematory machine operators with experience of at least eight years in hands-on operation;
5. The Bidder shall provide One (1) Team Leader/ Site Manager who shall supervise their machine operators; monitor the inventory of supplies necessary for the operation; maintain and safe keep all transaction records and make them readily available on demand;
6. The Bidder must provide an on-call technical personnel to conduct repair and maintenance of the machines as the need may arise;
7. The Bidder must provide scheduled preventative maintenance of machines to guarantee good working condition;
8. The Bidder shall provide all supplies appurtenant to the operation of the crematory facility, including the Urn for the remains, inclusive in the contract price.

**VI. PROJECT DURATION**

Contract to operate the Crematory Facility shall commence immediately from the issuance of the Notice to Proceed, and shall cover a period of ten (10) months from March 1, 2024 until December 31, 2024.

**VII. APPROVED BUDGET FOR CONTRACT**

The Approved Budget for the Contract is **THIRTY-TWO MILLION SIX HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED THIRTEEN PESOS AND TWENTY CENTAVOS (Php 32,674,413.20)**.

The Project Cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract when the operation costs are increased by more than ten (10%) percent as a result of any extraordinary circumstances as determined by the National Economic Development Authority (NEDA), pursuant to the provisions of R.A. 9184 and its I.R.R. on contract price escalation. All contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

**VIII. BASIS FOR PAYMENT**

Payment shall be based on the actual number of cremated cadavers per month, and shall be made every first day of the succeeding month after completion of services rendered the previous month.

Payment for the personnel compliment, which consists of three (3) crematory machine operators and one (1) Team Leader shall be on a monthly basis, subject to the efficiency of the services rendered. That the said personnel compliment shall strictly comply with existing government rules and regulations, policies on performance, attendance and proper decorum.

**IX. PENALTIES FOR BREACH OF CONTRACT**

Failure to deliver the services according to the standards and requirements set by the City shall constitute an offense and shall subject the Service Provider to penalties and/or liquidated damages pursuant to Republic Act No. 9184 (R.A. 9184) and its revised Implementing Rules and Regulations (I.R.R.)

Should there be any dispute, controversy or difference between contracting parties arising out of the Operation of the Crematory Facility, the contracting parties shall exert efforts to amicably settle such dispute or difference. However, if any dispute, controversy or difference cannot be resolved amicably to the mutual satisfaction of contracting parties, then the matter may be submitted for arbitration in accordance with existing laws, without prejudice to the aggrieved party to seek redress before a court of competent jurisdiction.

**X. CANCELLATION OF TERMINATION OF CONTRACT**

The guidelines contained in R.A. 9184 and its revised I.R.R. shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default, insolvency or for cause, it may enter into negotiated procurement pursuant to section 53(d) of R.A. 9184 and its I.R.R.

The pertinent provisions of Republic Act No. 9184, otherwise known as Government Procurement Reform Act and its Implementing Rules and Regulations are deemed written and incorporated in this TOR. In case of any conflict between the provisions herein and those of R.A. 9184 and its I.R.R., the latter shall prevail.

**TECHNICAL WORKING GROUP:**

  
**ATTY. PAOLO CARLO B. BRILLANTES**  
*Chief Administrative Officer*

Approved by

  
**SALVADOR G. CARIÑO, JR.**  
*Department Head*