



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

TERMS OF REFERENCE

JANITORIAL SERVICES FOR TIEZA PRINCIPAL OFFICE AND LIGHT AND SOUND MUSEUM FOR A PERIOD OF ONE YEAR

I. INTRODUCTION

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA) is a government-owned and controlled corporation created under Republic Act 9593, attached to the Department of Tourism. TIEZA is mandated to designate, regulate and supervise the Tourism Enterprise Zones (TEZs) established under this Act, as well as develop, manage and supervise tourism infrastructure projects in the country.

As a public office, TIEZA is frequented by the general public transacting official business on matters pertaining to travel taxes, TEZs, stakeholders on infrastructure projects, suppliers and the like. It is therefore imperative that its office premises are maintained clean and sanitary at all times to be conducive to the health and well-being of the employees.

TIEZA, through its Bids and Awards Committee (BAC), shall invite interested and qualified parties to bid for the provision of Janitorial Services at TIEZA in accordance with this Terms of Reference.

II. BIDDING ON THE PROCUREMENT OF JANITORIAL SERVICES

Pursuant to Section 5 (h) of RA 9184, as reiterated in Section 5 (r) of its 2016 Revised Implementing Rules and Regulations (IRR), general support services, including non-personal or contractual services such as security and janitorial services, fall under the category of Goods. As a matter of policy, in order to achieve proper and efficient procurement of the Janitorial Services for the TIEZA Principal Office for a Period of One Year (Project), TIEZA shall take into consideration other factors aside from the cost to determine the winning bid, such as, but not limited to, contracts with other clients, standards of internal governance, adequacy of resources, levels of training, and adherence to labor and other social legislation.

The minimum requirements prescribed in this Terms of Reference (TOR) shall be the basis in evaluating the Technical Proposals of the bidders. The Financial Proposal shall be accompanied or supported by a breakdown of all costs, including the cost of supplies and equipment necessary for the execution of the contract.

The winning bidder, hereinafter referred to as "SERVICE PROVIDER", shall be awarded the contract for this Project.

III. QUALIFICATIONS AND TECHNICAL REQUIREMENTS

(Please see Annex "A" for the Set of Minimum Requirements)

1. The SERVICE PROVIDER must be a domestic corporation, partnership or sole proprietorship duly registered and existing under and by virtue of the laws of the Republic of the Philippines, having full legal power, authority and right to carry out its present business.
2. The SERVICE PROVIDER must submit certifications of no delinquency of monthly premium payments for both itself and its employees, secured where its principal place of business is located and issued within the last six months from the date of submission of its proposal by the following agencies:
 - a) Philippine Health Insurance Corporation (PhilHealth);
 - b) Home Development Mutual Fund (PAG-IBIG Fund); and
 - c) Social Security System (SSS).
3. The SERVICE PROVIDER must be able to provide 10 personnel consisting of 9 experienced and well-trained janitors, male or female, between 18 and 45 years of age, and with an educational attainment of at least 2nd year high school, and one (1) supervisor, male or female, not more than 50 years of age, and at least a high school graduate, who shall render the janitorial services specified hereunder.
4. Each personnel of the SERVICE PROVIDER must be a Filipino citizen, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime.
5. Each personnel of the SERVICE PROVIDER must have a medical certificate stating that he/she is physically fit to work and perform detailed activities, a drug test clearance with certification issued by government-accredited hospitals or institutions, both of which should be valid within six months from the date of submission of its proposal. Expenses for the aforementioned tests, if any, shall be shouldered by the SERVICE PROVIDER, and copies of the medical certificate and the drug test clearance shall be furnished to TIEZA.

In addition, a timely negative coronavirus disease (COVID-19) test result issued by a Department of Health (DOH)-accredited testing laboratory for each janitor to be deployed at TIEZA shall be required upon award of the contract to the

SERVICE PROVIDER. Copies of vaccination cards of fully vaccinated janitors can be provided in lieu of this testing requirement.

6. For the faithful compliance of the Scope of Work and the Terms and Conditions of the Contract enumerated in this Terms of Reference, the SERVICE PROVIDER shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to the schedule provided in the bidding documents for this Project.

IV. SCOPE OF WORK

A. OBLIGATIONS OF THE SERVICE PROVIDER

B.

1. The SERVICE PROVIDER shall provide consistent and quality janitorial services to the areas under the TIEZA Principal Office leased premises located at 6th and 7th Floors, Tower 1, Double Dragon Plaza, DD Meridian Park, Macapagal Blvd. cor. EDSA Ext., Bay Area, Pasay City, and the Light and Sound Museum located at Victoria St., Intramuros, Manila.
2. The SERVICE PROVIDER shall deploy janitorial staff who shall each render service for 48 hours per week, covering two shifts from 6:00AM to 7:00PM daily as follows:

WORK SCHEDULE	If 5-day Work Week	If 4-Day Work Week
SHIFT	DAY/TIME	DAY/TIME
	Monday-Friday	Monday-Thursday
First Shift	6:00AM to :300PM	6:00 AM-5:00PM
Second Shift	10:00AM to 7:00PM	8:00 AM-7:00PM
General Cleaning	Saturday 7:00AM-4:00 PM	Friday/7:00AM-4:00 PM

When the situation warrants, changes to the set shift schedule shall be made upon due notice from TIEZA thru the SERVICE PROVIDER, and, likewise, the janitorial staff shall render service beyond the aforementioned work hours and during regular and special holidays, for which they shall be duly compensated in accordance with applicable laws, e.g., Labor Advisory No. 12-21, dated June 11, 2021.

3. The SERVICE PROVIDER shall provide sets of appropriate uniforms of good quality materials, i.e., standard company uniform with identification card, personal protective equipment (PPE), when necessary, and ensure that each janitorial staff on duty is well-groomed.

C. DUTIES OF THE SUPERVISOR

1. Schedule work assignments and submit a Monthly Manpower Deployment Schedule to the General Services Division (GSD) Manager.
2. Evaluate and verify employee performance through the review of completed work assignments and work techniques, and submit a Monthly Performance Evaluation to the GSD Manager.
3. Ensure compliance with TIEZA rules and regulations relative to the maintenance of cleanliness and sanitation of the office premises, including TIEZA protocol on COVID-19 prevention.
4. Maintain records and prepare reports relative to work.
5. Conduct inspection to ensure clean and safe conditions and check the crew coverage in designated work areas.
6. Conduct investigations on complaints relative to the cleanliness and sanitation of the office premises, or the performance or behavior of the janitorial staff.
7. Inspect the condition of cleaning materials and equipment.
8. Determine the materials, supplies, and equipment needed on a monthly basis, ensure delivery of such, and submit an inventory of the remaining supplies and a list of the consumed supplies to the GSD Manager monthly.
9. Perform other services necessary or desirable for the maintenance and use of the office premises and minister to the convenience and safety of TIEZA officers, employees and visitors.

D. DUTIES OF THE JANITORIAL STAFF

Daily Janitorial Activities

1. Clean and maintain TIEZA leased premises, except common use areas such as parking lots, elevators, restrooms, etc.
2. Clean, disinfect and sanitize rooms and pantries in the leased premises. Cleaning and disinfection of high-touch surfaces such as door knobs/handles, light switches, sink faucets, among others shall be done every 30 minutes, and before and after work hours on a daily basis.
3. Dust and wipe furniture, fixtures and equipment, and apply appropriate polish to maintain luster and shine to such at all times.

4. Clean interior glass panels and their appurtenant metal holdings, vertical surfaces, walls and glass doors through scrubbing and wiping by applying cleaning solutions to remove dust, soot and grime.
5. Sweep and mop floors in their areas of assignment at least twice to guarantee cleanliness.
6. Collect and dispose garbage from the office premises to the material recovery facility/dumpsite daily.
7. Report any malfunctions in fixtures such as busted bulbs, leaking faucets, cracked walls, circumstances that may compromise safety, or any unusual activity within the leased premises to the GSD Manager.
8. Perform other related janitorial jobs that may be required from time to time.

Weekly Janitorial Activities

1. General disinfection/sanitation/cleaning of floors, furniture, fixtures and equipment, including dusting, wiping, washing, shampooing, scrubbing and polishing of such, where applicable.
2. Vacuum clean carpets in all office rooms.
3. Clean interior glass panels and its appurtenant metal holdings, vertical surfaces, walls and glass doors to remove dust, soot and grime.
4. Clean, disinfect and sanitize rooms and pantry in the leased premises.
5. Clean, wash, sanitize and disinfect trash bins.
6. Defrost and clean the refrigerators and electric fans, as necessary.

Monthly Operations

1. Clean ceilings and high moldings to remove dirt and cobwebs, including protective plastic/acrylic barriers of frontline counters.
2. Submit a monthly report prescribed by TIEZA.

Other Services

1. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents;
2. Assist in loading and unloading of cargoes or in the hauling and porting of furniture and other items from one office to another when necessary;

3. Assist the GSD on light maintenance and repair activities.

E. TOOLS, EQUIPMENT AND CONSUMABLES

1. *Tools and Equipment.* In the performance of its duties and obligations herein stated, the SERVICE PROVIDER shall provide its complements deployed at TIEZA with the following cleaning apparatuses, tools, and other related paraphernalia:

DESCRIPTION	QUANTITY (PC)
EQUIPMENT	
Floor polisher, 16"	2
Wet and dry vacuum cleaner, 6 gals	4
Mop squeezer with bucket, 32 L	4
Warning/Caution signs with accessories	6
Pushcart/Utility cart, 2m x 3m	2
Utility ladder, 12ft	2
Heavy duty extension cord	3
TOOLS	
Soft broom	10
Stick broom	10
Mop handle, aluminum	10
Mop head, cotton	10
Dustpan, plastic	10
Spatula, metal with rubber handle	10
Squeegee, large with handle	10
Feather duster	10
Hand gloves, heavy duty	10
Polishing Pad (brown)	4

In the event any of the aforementioned tools and equipment becomes unserviceable due to damage or malfunction, the SERVICE PROVIDER shall replace the unserviceable equipment within seven days from the date of its unserviceability.

2. *Consumable Supplies.* The SERVICE PROVIDER shall provide its complements the following cleaning solutions, agents and related consumable supplies, to be replenished on a monthly basis whether or not all stocks have been exhausted:

DESCRIPTION	UNIT	QUANTITY
Sponge	pc	10
Cleaning cloth, round	kg	10
Flannel rug (<i>pranela</i>)	pc	10
Detergent powder	kg	7
Chlorine/Bleaching solution	gal	10
Furniture polish	canister	10
Garbage bag, clear, plastic, heavy duty, XL size, 100 pcs/pack		
i. Large	pcs	300
ii. Small	pcs	100
Carpet shampoo	gal	6
Air freshener	canister	10
Insecticide/mosquito killer	canister	10
Steel Wool	tubes	5
Alcohol Isopropyl 70% (500ml)	bottles	20

V. TERMS AND CONDITIONS OF THE CONTRACT

1. *Performance Evaluation and Criteria.* The SERVICE PROVIDER shall maintain a satisfactory level of performance for the duration of this Contract, to be evaluated based on the following criteria:
 - a) Quality of service delivered;
 - b) Time management;
 - c) Management and sustainability of personnel;
 - d) Contract administration and management; and
 - e) Provision of regular progress reports on the condition of TIEZA's premises in accordance with the housekeeping plan.

2. *Performance-based Termination and Replacement of Janitors.* Based on the performance evaluation subject of the preceding item, TIEZA, in its sole discretion, may terminate this Contract in case of the SERVICE PROVIDER's failure to perform any of its obligations as enumerated in Section IV – Scope of Work of this Terms of Reference. Likewise, TIEZA may order replacement of janitor/s in case of unsatisfactory individual performance or non-compliance with the required janitorial services.

3. *Reassignment, Increase or Decrease of Janitors.* TIEZA shall, by written request, have the right to reassign within location and increase or decrease the number of janitors assigned at specific areas depending upon the housekeeping demands of its offices, subject to the adjustment of the payment considerations hereof, if applicable.

4. *Indemnity.* The SERVICE PROVIDER shall be responsible for losses and/or damages suffered by TIEZA, its officers, employees and guests, and their properties by reason of the willful, unlawful or negligent act or omission of the SERVICE PROVIDER or any of its personnel or representative.
5. *Solidary Liability of the SERVICE PROVIDER in case it is a Joint Venture.* In case the SERVICE PROVIDER as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to TIEZA.
6. *Liquidated Damages.* In the event that the SERVICE PROVIDER fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, TIEZA shall, without prejudice to its other remedies under the Conditions of Contract and other applicable laws, deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

In the event that the total sum of liquidated damages for such delay or inability by the SERVICE PROVIDER to perform its obligations exceeds 10% of the Contract Price, TIEZA may rescind or terminate this Contract upon giving the SERVICE PROVIDER written notice at least ten calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it.

TIEZA needs not prove that it has incurred actual damages to be entitled to liquidate damages from the SERVICE PROVIDER, and the same shall not be by way of penalty. TIEZA reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SERVICE PROVIDER under this Contract and/or from the warranty security or other securities posted by the SERVICE PROVIDER, as TIEZA may deem convenient and expeditious under the prevailing circumstance.

7. *Hold Harmless.* The SERVICE PROVIDER agrees to hold TIEZA entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its personnel by reason of his/her/their employment under this Contract, under the provisions of RA 602, otherwise known as the Minimum Wage Law, RA 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no

privity between them and TIEZA, and that they are not employees of TIEZA, and the SERVICE PROVIDER shall indemnify and/or reimburse TIEZA should the latter pay in advance any said claim, including damages incurred in connection therewith.

8. *Confidentiality.* The SERVICE PROVIDER agrees that the services covered by this Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SERVICE PROVIDER may subject TIEZA to the compromise of its security, financial, material and operational loss, and therefore, the SERVICE PROVIDER hereby agrees as follows:
- a) The SERVICE PROVIDER and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to TIEZA which the SERVICE PROVIDER or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to TIEZA.
 - b) Only persons expressly authorized in writing by TIEZA shall be allowed by the SERVICE PROVIDER to have access to the documents/records in the custody of the SERVICE PROVIDER. For this purpose, TIEZA shall inform the SERVICE PROVIDER in writing of the persons authorized to have access to said documents/records.
 - c) The SERVICE PROVIDER shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.
9. *Non-waiver of Rights.* The failure of TIEZA to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that TIEZA may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn shall continue to be in full force and effect. No waiver by TIEZA of any of its rights under this Terms of Reference and this Contract shall be deemed to have been made unless expressed in writing and signed by it.
10. *Severability.* If any provision of this Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
11. *Binding Effect and Assignment of Rights.* This Contract shall be binding upon the SERVICE PROVIDER, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the SERVICE PROVIDER shall not in any manner assign or transfer its rights and obligations under this Contract without the prior written consent of TIEZA.

12. *Contract Amendment.* Subject to applicable laws, this Contract may be amended or modified in writing upon mutual agreement of TIEZA and the SERVICE PROVIDER.

13. *Application.* Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those provided in the General and Special Conditions of Contract, the former shall prevail.

VI. CONTRACT DURATION

The contract for this Project shall be effective for one (1) year from the date of the SERVICE PROVIDER's receipt of the Notice to Proceed.

VII. MODE OF PAYMENT

1. Payment to the SERVICE PROVIDER shall be made only for services actually rendered by it.
2. At the end of each month, the SERVICE PROVIDER shall submit a billing statement, supported by the duly signed Daily Time Records (DTRs) of each personnel showing the actual number of days and hours attended for each period, noted by the supervisor and validated by TIEZA's authorized representative.

Billing statements shall also be accompanied by copies of the previous month's pay slips, evidence of receipt of salary and wages by the janitors, proof of remittance of premiums to Philheath, PAG-IBIG, SSS and the Employees' Compensation Commission.

No payment shall be made by TIEZA without the submission of the aforementioned requirements.

VIII. APPROVED BUDGET FOR THE CONTRACT

This Project shall be opened to the public for bidding with an Approved Budget for the Contract (ABC) amounting to **TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-FOUR PESOS (PHP 2,835,654.00)** for a period of one year, the computation of which is as follows:

FIXED COST COMPONENTS

DESCRIPTION	BASIS	VALUE
Basic Daily Wage (DW)	Wage Order No. NCR-22	PHP 537.00
No. of days per year (DY)	-	313
No. of Months (NM)	-	12
No. of Personnel (NP)	Personnel	10

AMOUNT TO EMPLOYEE (TOTAL = X)

DESCRIPTION	COMPUTATION	COST (in PHP)
Basic Salary	DW x DY / 12	14,006.75
13 th Month Pay	DW x DY / 12 / 12	1,167.23
5 Days Service Incentive Leave	DW x 5 / 12	223.75
TOTAL:		15,397.73

AMOUNT TO GOVERNMENT IN FAVOR OF EMPLOYEE (TOTAL = Y)

DESCRIPTION	COMPUTATION	COST (in PHP)
SSS Premium	(SSS Circular No. 2020-033 & SSS Circular No. 2020-033-b)	1,190.00
Philhealth Premium	Basic Salary x 3% / 2	210.10
ECC Contribution	(PD 626)	10.00
PAG-IBIG Contribution	(RA 9679)	100.00
TOTAL:		1,510.10

SUMMARY OF COSTS AND TOTAL CONTRACT RATE

DESCRIPTION	COMPUTATION	COST (in PHP)
Total amount to employee and to government (A)	X + Y	16,907.83
Administrative cost (B)	(GPPB Res. 14-2012) A x 0.1	1,690.78
Cost of Supplies and Materials (C)	See Annex B	2,500.00
Total Contract Rate (D)	A + B + C	21,098.61
Value Added Tax (VAT) (E)	D x 0.12	2,531.83
Monthly contract rate (F)	(BIR Ruling 213-2015) D+E	23,630.45
TOTAL CONTRACT RATE/ABC:	F x NP x 12	2,835,654.00


Upon award of the Contract for this Project to the winning bidder, the Total Contract Price (TCP) shall be the amount of the winning bid, which shall not be greater than the ABC. The TCP shall be fixed, not to be adjusted during the contract implementation, except in the following cases:

1. When the increase in the minimum daily wage pursuant to law, i.e., wage orders issued after the publication of the Invitation to Bid for this Project, exceeds the daily rates specified in this Terms of Reference;
2. When there is an increase in taxes; and

3. When, during the term of the Contract, TIEZA sees the need for an increase or decrease in the number of janitors and their administrative personnel and the resulting cost exceeds that of the TCP, provided, that the said cost shall not exceed the ABC for the relevant year.

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ANNEX "A"

SET OF MINIMUM REQUIREMENTS JANITORIAL SERVICES

1. Stability

- (a) Years of Experience
At least 5 years from the date of bid submission
- (b) Liquidity of the Contractor
Net Financial Contracting Capacity (NFCC) at least equal to ABC, which is computed as follows:
NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.
The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
- (c) Organizational Set-up
Submit Organizational Chart

2. Qualifications

- (a) Certifications and Clearances
 - Certification of no delinquency from PhilHealth, PAG-IBIG and SSS
 - Certificate of compliance with labor laws and other social legislation from DOLE
 - NLRC Clearance (Certificate of Pending/No Pending Case on Appeal)

3. Resources *(As indicated in the TOR Item IV-D and Annex B for Breakdown of Cost of Supplies and Materials)*

4. Employee Information

After receipt of the Notice to Proceed (NTP) but before deployment, the Service Provider must provide TIEZA with a complete and up-to-date list, photograph and Personal Data Sheet of the janitors to be assigned to the TIEZA Principal Office. In case of a replacement, the Personal Data Sheet with picture of the new janitor/s must be submitted for evaluation by the Technical Working Group (TWG).

5. Other Factors

- (a) Recruitment and Selection Criteria
 - **Filipino citizen, between 18 and 45 years of age, at least second year in high school for the ten (10) janitors and at least a high school graduate, not more than 50 years of age for the supervisor**
 - **Physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime**
 - **Clearance from PNP, NBI and Barangay**
 - **Medical certificate, COVID-19 test clearance, and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions**
- (b) Completeness of Uniforms and Other Paraphernalia
- (c) Company Manual of Operations to include disciplinary measures.

ANNEX "B"
BREAKDOWN OF COST OF SUPPLIES AND MATERIALS

TOOLS

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Soft broom	10	180.00	1,800.00
Stick broom	10	35.00	350.00
Mop handle, aluminum	10	380.00	3,800.00
Mop head, cotton	10	95.00	950.00
Dust pan, plastic	10	75.00	750.00
Spatula, metal with rubber handle	10	150.00	1,500.00
Squeegee, large with handle	10	480.00	4,800.00
Feather duster	10	95.00	950.00
Hand gloves, heavy duty	10	75.00	750.00
Polishing pad, brown	4	485.00	1,940.00
Total			17,590.00
			/12 months
			P1,465.83

CONSUMABLE SUPPLIES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
MONTHLY			
Sponge (piece/s)	10	49.75	497.50
Round cloth (kilo/s)	10	75.00	750.00
Flannel rags (<i>pranela</i>) (piece/s)	10	35.00	350.00
Detergent powder soap (kilo/s)	7	120.00	840.00
Chlorine/Bleaching solutions (gals.)	10	195.00	1,950.00
Furniture polish (canister/s)	10	380.00	3,800.00
Garbage bag (piece/s) - Large	300	8.00	2,400.00
- Small	100	6.00	600.00
Carpet shampoo (gals.)	6	550.00	3,300.00
Air freshener (canister/s)	10	195.67	1,956.70
Insecticide/mosquito killer (canister/s)	10	450.00	4,500.00
Steel wool (tube)	5	150.00	750.00
Isopropyl Alcohol 70%	20	92.00	1,840.00
Total			P23,534.20

SUMMARY OF SUPPLIES

Annual Supplies	1,465.83
Monthly Supplies	23,534.20
Total Amount	25,000.03
Divide by the No. of Required Personnel	/10
Total Cost of Supplies and Materials	P2,500.00