TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR QUEZON CITY GENERAL HOSPITAL

1.0 RATIONALE AND BACKGROUND

The Quezon City General Hospital under the Quezon City Government, seeks to acquire effective and efficient Janitorial Services for maintaining cleanliness and sanitary condition of its premises.

In view hereof, the hiring of private janitorial services is conceived essential to ensure the cleanliness of its working place and prevent infectious/ hazardous elements in accordance to the city government vision of a quality city.

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. **JANITORIAL SERVICES** perform routine, everyday cleaning services, such as empting trash cans, mopping the floors and dusting the furniture.
- DENR (Department of Environment and Natural Resources) executive department of the Philippine government responsible for governing and supervising the exploration, development, utilization, and conservation of the country's natural resources.
- 3. **END USER** distinguish the person who purchases and uses the service from individuals who are involved in the stages of its design, development, and production.
- 4. **SERVICE PROVIDER** an employee, officer or director of the company or an affiliate, or a consultant or adviser currently providing services to the company or an affiliate.
- 5. **JANITOR/TRESS** a person in a building, hospital etc., to clean the public areas, remove garbage, and do minor repairs.
- 6. **SERVICE AGREEMENT** an agreement between two persons or businesses where one agrees to provide a specified service to the other.
- 7. **SUPERVISOR** having or relating to the role of observing and directing an activity or a person.
- 8. **NBI** (National Bureau of Investigation) an agency of the Philippine government under the Department of Justice, responsible for handling and solving major high-profile cases that are in the interest of the nation.
- 9. **CLIENT** refers to the government.

3.0 PROJECT DESCRIPTION

The project, subject of this Terms of Reference (TOR), includes maintaining properly the working environment to ensure the health and safety of those who occupy.

4.0 PROJECT OBJECTIVES

The project main objective is to keep the environment clean, maintain order, sanitized free form virus, unpleasant odor, garbage and hazardous element.

5.0 PROJECT SCOPE OF WORK

The Service Provider shall perform and complete with utmost good faith and diligence the cleaning and sanitation of the Quezon City General Hospital/ END-

USER new building, dietary, chapel, out-patient department, hospital grounds and parking spaces.

The services to be provided by the SERVICE PROVIDER shall consist of the following and will be in strict conformance to the Janitorial specifications required by the END-USER:

- A. Daily Routine Operations:
 - I. Offices Spaces, Quarters, Kitchen, Comfort Rooms and Elevator Areas, Stairways, Lobbies and other Common Areas
 - Sweep, mop with disinfectant cleaners, spot scrub, polish all floors of office, stairways, corridors, lobbies, elevators, entrance driveway and walkways and waiting areas. These areas have to be serviced continuously during hours of public use to guarantee cleanliness.
 - 2.) Dust, wipe and polish accessible surfaces such as hand rails, brass signs and trims, desks, chairs, tables and other office furniture and equipment.
 - 3.) Spot-clean marks next to light switches, doors and door frames, glass panels/windows/doors.
 - 4.) Clean and disinfect railings, doorknobs, telephones and counter tops/ surfaces.
 - 5.) Clean and sanitize telephones
 - 6.) Pick up trash, empty all waste receptacles and reline receptacles with plastic liners clean matting located on entrance of the building.
 - 7.) Segregate and dispose waste properly every shift. Colored plastic trash bags shall be implemented as per DENR rules and regulations.
 - 8.) Cleaning, sanitize and deodorize of toilets and washrooms in offices
 - 9.) Clean and sanitize conference halls before and after every use.
 - 10.) Clean and disinfect garbage chutes
 - 11.) Clean and polish chapel floor and lanai
 - 12.) Dust and wipe pews at the chapel
 - 13.) Keep free of obstructions all corridors/ hallways, lobbies, entrances ad stairways
 - 14.) Switch off all lightings when not in use and report areas where illumination is necessary
 - 15.) Report necessary repair works in their work areas through the Supervisors to Quezon City General Hospital/ END-USER Representative/s immediately
 - 16.) Perform other duties as may be required/assigned from time to time with respect to janitorial works and as may be requested during special affairs or in case of emergencies
 - II. Clinical Areas (Service Wards, Out-Patient Department, Private/Pay Rooms, Emergency Ward, Clinics, Wash Rooms)
 - 1.) Pick up trash, empty all waste receptacles, reline with appropriate colored plastic liners
 - 2.) Segregate and dispose waste properly every shift. Colored plastic trash bags shall be implemented as per DENR rules and regulations
 - 3.) Clean sanitize and deodorize wash rooms (toilet bowls, toilet seats, urinals lavatories, hand rails, other fixtures, walls and floors) in private rooms, subject to supervisor's inspection.
 - 4.) Clean, sanitize and deodorize common wash rooms (toilet bowls, toilet seats, urinals lavatories, hand rails, other fixtures, wall and floors) every hour and/or as needed, subject to supervisor's inspection.
 - 5.) Clean and disinfect horizontal surfaces within reach
 - 6.) Clean and disinfect beds, IV stands, footstools, side rails, etc.
 - 7.) Clean appliances including refrigerators

- 8.) Remove gum plasters, hair, blood stains and other foreign substances from floor and other fixtures
- 9.) Sweep and mop floors with disinfectant and polish all tiled areas
- 10.) Clean and sanitize door, door knobs
- 11.) Clean and disinfect garbage chutes
- 12.) Follow standard cleaning protocols in case of chemical spills
- 13.) Perform other duties as may be required/ assigned from time to time with respect to janitorial works and maybe requested during special affairs or in case of emergencies

III. Outdoors, Parking Areas, Perimeter Area

- 1.) Sweep all ground areas of garbage and leaves
- 2.) Pick up trash, empty trash cans, reline with appropriate colored plastic liners
- 3.) Segregate and dispose wastes properly every shift. Colored plastic trash bags shall be implemented as per DENR rules and regulations
- 4.) Clean, disinfect and deodorize garbage dumping/ pick up area after every pick up by the garbage collector hired by the QC Government subject to Supervisor's inspection
- 5.) Water, trim and cultivate all ornamental plants, pesticide as needed
- 6.) Spray with insecticide areas where flying and crawling insects breed
- 7.) Perform other duties as may be required/ assigned from time to time with respect to janitorial works as may requested during special affair or in case of emergencies
- B. Weekly Operations
 - 1.) Clean all electric fans
 - 2.) Remove cobwebs
 - 3.) Thoroughly wash with soap and water and apply of approved wax on all floors. Strip old wax on floors must be done, if necessary.
 - 4.) Refinish, wax and polish all floors
 - 5.) Wash and scrub hallways and stairways
 - 6.) Thoroughly clean glass windows/doors both outside and inside surfaces by means of approved glass cleaner (by schedule)
 - 7.) Wash and clean lighting diffusers (by schedule)
 - 8.) Thoroughly scrub, clean and disinfect all wash rooms
 - 9.) Clean, wax and polish office furniture and fixture, counters, etc. except those items or equipment that require specialized maintenance
 - 10.) Wash with soap and water chairs made by plastic (by schedule)
 - 11.) Wash and scrub driveways, walkways and parking areas (by schedule)
 - 12.) Polish all metal signs, reception table and stair nosing
 - 13.) Clean vertical walls, ceiling and doors including signage on the walls, bulletin boards and other wall hangings and fire extinguishers
 - 14.) Clean all blinds and vertical draperies
 - 15.) Thoroughly clean doctor's and nurse's quarters
 - 16.) Sweep, clean and remove dirt and debris in all roof decks, ledges, canopies and roof tops
- C. Monthly Operations
 - 1.) Spray with insecticide building interior or flying and crawling insects or as needed
 - 2.) Thoroughly clean glass windows/ doors both outside and inside surfaces by means of approved glass cleaner (by schedule)
 - 3.) Wash and scrub motor pool areas
 - 4.) Assists in the cleaning of hospital reservoir (by schedule)
 - 5.) Clean air conditioning units, air filters and casings
 - 6.) Clean and clear fire exits, linen chutes and storage areas

- 7.) Wash and clean lightings and lighting fixtures/diffusers (by schedule)
- 8.) Thoroughly scrub, clean and disinfect all wash rooms
- 9.) Wash with soap and water leatherette upholstered furniture (by schedule)
- 10.) Wash with soap and water patient's leatherette covered mattresses (by schedule)
- 11.) Shampoo and clean modular partitions (by schedule)
- 12.) Clean with metal polish all patient's beds in all wards and special areas
- D. Quarterly Operations
 - 1.) General cleaning of walls and ceilings
 - 2.) General cleaning of lighting pipes (sprinkling system), walls and baseboards
 - 3.) Scrub and wax of all floors
 - 4.) Trim tree branches, if needed
- E. Miscellaneous Operations
 - 1.) Provide free in-house pest control, as needed
 - 2.) Provide free indoor plants for the lobby, upon request
 - 3.) Provide free glade/ pledge and tissue rolls in the Director's Office
 - 4.) Provide roving inspector who would visit the Quezon City General Hospital/ END-USER premises from time to time to check the performance of the janitors/ janitress in coordination with the Quezon City General Hospital/ END-USER representative
 - 5.) Provide additional personnel during emergency cases

6.0 PROJECT DURATION

The project has **One (1) year** duration, but shall be subjected to a regular performance rating by the Quezon City General Hospital. The END-USER has the right to terminate the contract pursuant to item 18.0 of this TOR or any kind of breach of contract.

7.0 MAN POWER REQUIREMENT

The Contractor shall provide appropriate number of janitorial personnel services, in maintaining the cleanliness and sanitation of QCGH and grounds, (this may vary depending upon the Contractor / applicants option to increase / decrease as janitorial deployment). Provision of 20% elbow room for additional manpower as required by the client for a period of ten (10) days in a month without cost.

8.0 PROJECT STANDARD & REQUIREMENTS

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

Keep designated Services Areas clean twenty four (24) hours a day seven (7) days a week during the Project duration.

"Clean" means —

a) Absence of garbage, litter, waste or similar materials from the building and its surrounding

b) Free from unpleasant and hazardous odor or material

c) Polished floors, stairways and other fixtures of the buildings.

d) Absence of dust, dirty marking on floors, walls, glass windows, odors and any fixtures of the buildings.

9.0 MINIMUM REQUIREMENTS FOR THE JANITORIAL AGENCY

Track Record

1. The agency should have at least three (3) years continuous experience with a Tertiary Hospital within the last five years in the Philippines

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 division dedicated to each of the needed service which is manned by full-time employee.

2. The Contractor shall exercise Fair Labor Practice: hence, the salaries of all his 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 and mandated benefits.

3. To abide with the requirements of the client in accordance with reasonable standards of performance.

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. All personnel must be provided with identification cards, uniforms. Protective gears (if applicable)
- 3. The Contractor shall at all times, during the terms of the Contract, maintain in its employ the following required personnel with the appropriate qualifications to ensure that the services is being carried out properly and efficiently in the Service
- 4. All personnel must be provided with Personal Protective Equipment (PPE).
- 5. One occupational safety and health officer to oversee the safety in workplace and compliance to basic health protocol (DOLE accredited occupational safety and health training)

10.0 MANPOWER COMPLEMENT

- A. The SERVICE PROVIDER shall provide a total number of forty-five (45) Janitors and Gardeners and Supervisors as follows:
 - 1. Janitors/ Gardeners 2. Supervisors 4 Total Number of Personnel
 - 41 (Male/Female)
 - 45

Day	Shift	Area of Coverage
Monday to	First 6:00am – 3:00pm	All areas, including the old hospital
Sunday 45		building
Janitors	Second 2:00pm – 11:00pm	All areas except Chapel
(Include the	Third 10:00pm – 7:00 am	All areas except 5 th floor Offices, OPD,
provision of		Chapel and Lanai Area, Dietary
one-hour		Service, GenSet and Medical Gases
break)		Area, Engineering Office

11.0 DUTIES AND RESPONSIBILITIES

- The SERVICE PROVIDER shall furnish the Quezon City General Hospital/ END-USER the copies of health, police, NBI and other appropriate clearances, upon deployment of janitors, gardeners and supervisors. The Quezon City General Hospital/ END-USER may recommend to the SERVICE PROVIDER the termination of erring janitors, gardeners and supervisors.
- The SERVICE PROVIDER shall provide relievers/ replacement in case absences incurred by any assigned janitor, gardener or supervisor to ensure continuous and uninterrupted service.
- 3.) If the regular janitor, gardener or supervisor is replaced by a reliever for a day reason of tardiness, the janitor, gardener or supervisor concerned shall not be allowed to roam around nor stand-by at the Quezon City General Hospital/ END-USER premises.
- 4.) The SERVICE PROVIDER shall inform and submit to the Quezon City General Hospital/ END-USER Representative/s general cleaning schedule based on the Janitorial Services stated in 5.0 PROJECT SCOPE OF WORK indicating the dates and area coverage of building/ office to be cleaned on specific dates for proper guidance and notice to security office of Quezon City General Hospital/ END-USER.
- 5.) Janitors, gardeners and supervisors shall be required to officially use the Bundy card system. The SERVICE PROVIDER shall provide the janitor's individual punch card to form part of the daily time records. Daily time records shall be certified and verified by the Quezon City General Hospital/ END-USER Representative/s to monitor attachment to the SERVICE PROVIDER'S billing necessary implementation of performance rating and assessment of the SERVICE PROVIDER compliance to policies and discipline required by the Quezon City General Hospital/ END-USER.
- 6.) All other works beyond the contract agreement, if any, shall be discussed and agreed upon by both parties represented by the official representative as indicated in the contract agreement.
- 7.) Supervisors shall hold office at the designated area at the ground floor for easy coordination and implementation of works as indicated in the Service Agreement. Supervisor shall be responsible for the overall cleanliness and sanitation of Quezon City General Hospital/ END-USER.
- 8.) The Supervisor of Janitors shall coordinate regularly from the Quezon City General Hospital/ END-USER representative, i.e., rotation of janitors, areas for further improvement to effectively and efficiency provide the sanitation, maintenance and janitorial services. Control as to the manner of completing the job under this service contract shall be the sole authority of the Service Provider.
- 9.) There shall be no employer-employee relationship between the Quezon City General Hospital/ END-USER or any of the Quezon City General Hospital/ END-USER staff with the supervisor or any of the janitors/ gardeners of the SERVICE PROVIDER.
- 10.) Office supplies, equipment and furniture necessary for the operation, administration and implementation of the contract shall be shoulder by the SERVICE PROVIDER at no other additional cost to Quezon City General Hospital/ END-USER. The Quezon City General Hospital/ END-USER

Representative in the presence of the Commission of Audit representative, Inspection Team and Property and Supply Section designated representative shall certify the acceptance of the SERVICE PROVIDER's delivery supplies.

- 11.) Janitors, gardeners and supervisors shall be provided by the SERVICE PROVIDER with clean uniforms with ID card, which should be worn all times for proper identification.
- 12.) The SERVICE PROVIDER shall see to it that all Janitors, gardeners and supervisors are screened and declared physically and mentally fit before he or she is allowed to report to his or her assigned posts. He or she shall not be under the influence of any liquor or other intoxicating substances or prohibited drugs. Any janitor, gardener and supervisor found to be under the influence of alcohol or other intoxicating substances or prohibited drugs shall be recommended to the Service Provider to be relieved immediately from his/ her post and shall no longer be allowed to be detailed in Quezon City General Hospital/ END-USER may take the said janitor, gardener or supervisor, i.e.: reporting to the law enforcement.
- 13.) The SERVICE PROVIDER shall assume full responsibility for occurrences arising from the negligence, fault, misdemeanor or unlawful act of its personnel and thereby agrees to indemnify any loss, damage, destruction or injury that may be incurred or suffered by the Quezon City General Hospital/ END-USER, its employees, guest, and clients/ patients.
- 14.) The SERVICE PROVIDER shall assume full responsibility for any claim for any compensation or injuries from accidents in connection with the performance of Janitor's duties assigned to the Project Sites and shall be free from any legal suit in connection therewith under the terms and condition of this agreement.
- 15.) The SERVICE PROVIDER shall assume full responsibility for any damage or loss of government and/or personal belongings, properties resulted from the negligence and/or direct conduct of theft by the janitor, gardener and supervisors.
- 16.) The SERVICE PROVIDER shall not allow of its personnel from fixing, mulcting and/or extortion in their posts as the got familiar with hospital operations; The SERVICE PROVIDER shall ensure and warrant that its employees and personnel detailed in Quezon City General Hospital/ END-USER shall maintain confidential and shall not disclosed to any person or entity any information concerning the affairs of Quezon City General Hospital, its employees, guests and clients/patients which said personnel of the Service Provider may have acquired in connection with the services under this contract.

12.0 SUPPLIES, MATERIALS AND EQUIPMENT

The SERVICE PROVIDER shall ensure that in case the equipment breaks down or damaged, the Service Provider will have to repair or replace the same.

The SERVICE PROVIDER shall provide the following supplies, materials and equipment for the effective and efficient performance of the service required.

A. To be replenished at least **Annually** and maintained in good working condition throughout the term of this agreement.

No.	Equipment and Tools	UOI	QTY
1	Heavy Duty Polisher 16"	Unit	5
2	Vacuum Cleaner	Unit	2
3	Mop Bucket/ Wringer	pcs	7
4	Aluminum Ladder – 6", heavy	pcs	2
	duty, foldable		

5	Aluminum Ladder – 12", heavy duty, foldable	pcs	2
6	Janitor's push cart, heavy duty	pcs	12
7	Pressure washer	Unit	1
8	Rolling garbage collection bins	pcs	5
9	Floor signs "Caution Wet Floor" 4	pcs	8
	sides		
10	Tong	pcs	12
11	Boots, Rubber	Pairs	12

No.	Equipment and Tools (Grounds/	UOI	QTY
	Garden)		
1	Grass cutter	Unit	1
2	Baggy cart	Unit	2
3	Backpack Sprayer	Unit	1
4	Water hose with coupling	Roll	1
5	Grass Scissor	pcs	2
6	Bolo	pcs	2
7	Shovel	pcs	2
8	Rake	pcs	2
9	Pruning shears	pcs	2
10	Garden cultivator	Set	3
11	Garden trans planter	pcs	3
12	Garden trowel	pcs	3
13	Piko	рс	1
14	Water sprinkler	pcs	2

B. To be replenished at least **Semi-Annually** and maintained in good working condition throughout the term of this agreement.

No.	Description	UOI	QTY
1	Mop handle	pcs	48
2	Plastic dust pan	pcs	48
3	Ceiling brooms	pcs	6
4	Hand brush	pcs	24
5	Dust mop 5/24	pcs	2
6	Plastic pail	pcs	24
7	Push brush	pcs	12

C. To be replenished quarterly

No.	Description	UOI	QTY
1	Mop head	pcs	480
2	Soft broom	pcs	280
3	Stick broom	pcs	120
4	Toilet bowl cleaner	pcs	144
5	Hand sprayer	pcs	144
6	Glass squeegee	pcs	96
7	Toilet pump	pcs	48

No.	Description	UOI	QTY
1	Powder soap	kls	600
2	Round rugs	kls	72
3	Polymer sealer finish wax	gal	120
4	Emulsion wax	gal	48
5	Toilet bowl cleaner	gal	96
6	Disinfectant	gal	72
7	Air freshener	gal	60
8	Wax stripper	gal	36
9	Forward	gal	12
10	Carpet stain remover	gal	12
11	Glass and minor cleaner	gal	12
12	Chlorox	Cont	12
13	Disposable gloves	Pair	2,400
14	Deodorant cake	pcs	2,160
15	Scotch brite	pcs	720
16	Scouring pad	pcs	480
17	Microfiber cloth	pcs	360
18	Steel wool	Box	96
19	Stripping pad	pcs	60
20	Polishing pad #16	pcs	60
21	Scrubbing pad	pcs	60
22	Face mask	Box	36
23	Baygon insect killer	Can	120
24	Pledge furniture polish	Can	36
25	Glade air freshener	Can	36
26	Glo Metal Polish	Can	12
27	Plastic bag black 13x13x32	pcs	48,000
28	Plastic bag yellow 13x13x32	pcs	60,000
29	Plastic bag green 13x13x32	pcs	24,000
30	Plastic bag black 37x40	pcs	36,000
31	Plastic bag green 37x40	pcs	24,000
32	Plastic bag yellow 37x40	pcs	60,000

D. To be replenished at least **monthly** or as need arises in order to maintain Quezon City General Hospital cleanliness.

13.0 LIST OF OFFICES, FLOORS AND LOCATION TO BE CLEANED

Main Building, Grounds and OPD
5 th Floor, SB Hall/ Hallway/ CR/ Ramp
4 th Floor, Pay Ward – Left Wing/ EENT Left Side Center Wing/ Ramp/ Pay Ward Right Wing/
Ophthalmology Right Side Center Wing/ Ramp
3 rd Floor, Pediatric Ward Left Wing and Ramp, Surgery Ward Right Wing and Waiting Area, Medicine
Center Wing
2 nd Floor, PT & OB Ward Left Wing/ DR & NICU Left Side Center Wing, MICU & SICU & Anesthesia
Right Side Wing/ DR & NICU Right Side Center Wing/ Waiting Area, Operating Room, DR/ NICU
Ground Floor, PABX/ Cashier/ SWA/ Billing/ Pharmacy/ CSR/ Pathology/ Property & Supply Section/
Linen/Left Side Lobby/ X-Ray/ Information/ EEG/ ECG/ CT Scan/ Ultrasound/ X-Ray 1 & 2/
Conference Room/ Lobby Right Side ER including Hallway/ Blood Bank/ Ramp
Engineering/ Records/ OPD – Information
New Building/ New Bldg. – Records/ Public CR
Anesthesia OPD/ Pedia OPD/ EENT OPD/ OB OPD/ OPD Public CR
Surgery OPD/ OPD Public CR/ Center Garden
Dental/ Psychology/ Family Medicine/ Internal Medicine
Dietary/ Grounds/ Air-condition

14.0 COMPLIANCE WITH LABOR STANDARDS, OCCUPATIONAL HEALTH AND SAFETY AND ADMINISTRATIVE FEE

- 1.) The SERVICE PROVIDER shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, including but not limited to the labor Code of the Philippines as amended, the Social Security System Laws, Employer's liability Act, Workmen's Compensation Act and Phil Health Act. The Supplier agrees to blind itself to save and hold the Quezon City General Hospital/ END-USER free from any and all liabilities arising from the execution of the Contract Agreement.
- 2.) The SERVICE PROVIDER shall faithfully submit every billing and affidavit attesting to the fact that all wages and benefits due to the janitors, gardeners and supervisors for the period being billed have been paid to them in accordance with existing labor laws and certified true copy of signed payrolls of janitors covering the preceding month. It is understood that this measure is to check whether the workers have been paid for individual services rendered and to ensure the janitor's morale in the performance of their duties.

15.0 PAYMENT

The Quezon City General Hospital/ END-USER shall pay the SERVICE PROVIDER the amount of EIGHTEEN MILLION SIX HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED SIXTY-ONE AND 4/100 (P 18,682,961.04), inclusive of twelve (12%) percent valued added tax.

Payment shall be made on monthly basis upon submission of claim for payment supported by the statement of account for the first billing for the services rendered by the Service Provider shall consist of complete supporting documents including but not limited to the following:

- a. A certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of this agreement and have been duly accepted;
- b. Properly accomplished daily attendance records (DTR);
- c. Summary of DTR
- d. A certification from the SERVICE PROVIDER that it has fully paid all wages of janitors for the preceding month in accordance with the provisions of the Minimum Wage Law, the new Labor Code and other pertinent laws and decrees. Individual janitors shall sign on the certification issued.
- e. Paid payrolls for the preceding month signed by the Janitor
- f. Notice of Award (NOA)
- g. Notice of Proceed (NTP)
- h. Performance Bond
- i. Cost Distribution
- j. Janitorial Service Agreement
- k. Other documents as may be required by the Quezon City General Hospital/ END-USER

For the succeeding billings, the SERVICE PROVIDER shall submit the following supporting documents:

- a. Statement of Account
- b. A certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of this agreement and have been duly accepted
- c. Properly accomplished daily attendance records (DTR);
- d. Summary of DTR

- e. A certification from the SERVICE PROVIDER that it has fully paid all wages of janitors for the preceding month in accordance with the provision of the Minimum Wage Law, the New Labor Code, and other pertinent laws and decrees. Individual Janitors shall sign on the certification issued.
- f. Paid payroll or pay slips
- g. Other documents as may be required by Quezon City General Hospital/ END-USER

16.0 EFFICIENCY / PERFORMANCE STANDARDS

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

- 1. Daily Activity Report to be submitted by the Contractor janitorial inspector to the Quezon City General Hospital every last day of the week.
- Weekly Inspection Report to be submitted by the Quezon City General Hospital janitorial inspectors 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 General Hospital janitorial inspector to counter check the attendance of the janitor/tress deployed.
- Reshuffling of agency janitorial personnel the City Government through Quezon City General Hospital reserves the right to conduct monthly reshuffling of personnel in order to avoid familiarization to City Hall operations and employees.

17.0 PENALTIES FOR VIOLATIONS

Disciplinary Actions – the City Government through the Quezon City General Hospital reserves to 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 penalties for violations that shall be committed by the CONTRACTOR.

Light Offense – offense that pertain to non- compliance to the requirements and standards of the city on the performance and presentable 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	P 500/day / Janitor/tress
Dirty or unsanitary service area	P 500/day / Janitor/tress
Improper garbage disposal	P 500/day / Janitor/tress
Loafing / abandoning of post	P 500/day / Janitor/tress
Using mobile phone while on duty	P 500/day / Janitor/tress

Grave Offence – offense 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 / janitor/tress
Non-compliance to existing	P 1,000/day / janitor/tress
housekeeping rules	

18.0 SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

The CLIENT may, without prejudice to other remedies available, (extra judicially) suspend, cancel, or terminate this CONTRACT, after a thirty (30) day notice, in whole or in part, due to default, insolvency, or for justifiable cause, or any ground which it deems inimical to the CLIENTS or public interest, which includes but not limited to the following:

- a. When the CONTRACTOR's employee willfully and intentionally or through negligence causes the death or has inflicted serious physical injury to any person, employees, patients, watchers, visitors or officials while inside the CLIENT'S premises whether on off or official duty.
- b. 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.
- c. When the CONTRACTOR has violated other obligations required under his contract and refused to comply and/or remedy the violations within reasonable period given by the CLIENT.
- d. When the CONTRACTOR fails to pay the salaries of employees for consecutive billing period without just cause.
- e. When CLIENT finds the CONTRACTOR to have failed in their obligations to any of its employee's base on the CONTRACTORS contract with the CLIENT, thus, affecting the state of morale and efficiency of the entire force.
- f. When the CONTRACTOR decreased the number of employees without the written approval of the CLIENT.
- g. Failure to post the prescribed performance bond within ten (10) days after the receipt of Notice of Award.
- h. In case of force majeure, the CONTRACTOR is unable to deliver or perform any or all of its obligations for a period of thirty (30) calendar days after the receipt of the notice from the CLIENT stating that the circumstance of force majeure is deemed to have ceased.

The CLIENT may terminate this CONTRACT, in whole and in part at any time for its convenience of the CLIENT, if it has determined the existence or conditions that make Project implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to fortuitous event(s) or changes in law and national 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 or parties without written consent of the client. The contractor is further prohibited from sub-contracting any obligation in this contract to any other party.

17.0 DAMAGES TO PERSONS AND PROPERTY

The Contractor shall indemnify and keep indemnified the Quezon City General Hospital against all loses and claims for injuries or damages to any person or property, whatsoever which may arise or in consequences of the performance of this contract and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect of in a relation thereto.

18.0 DELAY AND EXTENSION OF TIME

Unless extraordinary events or conditions set forth in the following paragraph supervene, the contract time stipulated for the supply, delivery and installation of the commodities shall not be extended.

 In case of delay due to force majeure or caused beyond the control of the Contractor may submit a request for extension of time provided the same is made before the contract expires and provided further that the effectively of the performance bond shall be correspondingly extended if the contract time is extended.

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