

TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR MEDICAL AND HEALTH FACILITIES – FOR COVID-19 RESPONSE

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 the Quezon City Government facilities.

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 to 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. **CLIENT** – refers to the City Government
3. **JANITOR/TRESS** – refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
4. **SERVICE AREA** – means buildings, premises, compound and offices of the City Government.
5. **DETAILED WORK 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.
6. **CITY GOVERNMENT** – refers to the Quezon City Government represented by its City Mayor or his representative.
7. **CONTRACT** – means an agreement made between the Quezon City Government and the janitorial agency for the execution of and payment for the work as defined in the Contract documents.
8. **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

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 landscapes areas of the 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 health facilities.

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. rooms/cubicle
 - c. lobbies
 - d. hallways/corridors
 - e. stairways
 - f. 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 health and medical facilities;

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

6.0 PROJECT DURATION

The Project has Eight months (8) duration but shall be subjected to the need of the City Government or once the COVID-19 operations of the City government has ceased in the stated facilities. The City has the right to terminate the contract pursuant to item 14.0

7.0 AREA OF COVERAGE AND MANPOWER REQUIREMENT

AREA	QTY	REMARKS
Janitorial Supervisor	1	Overhead
1. Hope 3 – Medical and Health Facilities, LWUA Residences, Bgy. Pansol, Quezon City. 2. Molecular Laboratory Facilities – Bgy. Krus Na Ligas, Quezon City.	23	

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 Office of the General Services shall "maintain and supervise janitorial, landscaping and security of 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.

The City Government shall provide the Contractor an office space, water, electricity and telephone services. The contractor shall be charge for utility consumption if the usage is not related to the janitorial operation.

9.0 PROJECT STANDARDS & REQUIREMENTS

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

Keep designated Service Areas **clean** twenty four (24) hours a day seven (7) days a week for 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 materials.
- c) Polished floors, stairways and other fixtures of the buildings.
- d) Absence of dust, dirty markings on floors, walls, glass windows, odors and any fixtures of the buildings.

Minimum Requirements for the Janitorial Agency

Track Record

1. The agency should have at least three (3) years actual experience in janitorial services within the last five (5) 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 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 and mandated benefits. The skilled personnel salaries should be higher than the ordinary janitor/tress and supervisor salaries must be above to the salary of their subordinates.
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.

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 and preferably not more than fifty-five (55) years old.
3. All personnel must be provided with identification cards, uniforms, and personal protective equipments (PPE).
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 including deployment of janitorial skilled workers.

10.0 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 **Detailed Work Plan** (covering the Service Area) shall be drawn up and submitted by the Contractor as part of its Bid. This Detailed Work 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 detailed work plan must demonstrate unequivocally the capability of the Contractor to undertake satisfactorily the Project.

The contents and attachments of the Detailed Work 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 general 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 assist in the physical arrangement of City Government sponsored and approved activities within and outside the Quezon City Hall Compound.
2. The Contractor shall provide adequate janitorial supervisors 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.
3. Provide manpower assistance in other agency installations within and outside the Quezon City Hall compound as may be authorized by the City Government.
4. The Contractor shall be solely and exclusively responsible for any act or omission of all its personnel during their assigned duty.
5. The discipline and administration of the janitors shall conform to existing laws and implementing rules and regulations.
6. 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
7. 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.
8. The Contractor shall provide their janitors/tress individual utility/janitorial belt bag and the following tools & equipment required in the performance of their duties.

Monthly Supplies

Mop Head cotton	pc	25	470.00	11,750.00
Fiber cloth	pc	25	190.00	4,750.00
Scouring Pad, green	pc	25	40.00	1,000.00
Scouring Pad, black	pc	25	60.00	1,500.00
Powder Soap	kilo	20	125.00	2,500.00
Alcohol	gal	15	600.00	9,000.00
Toilet Bowl Cleaner	gal	15	706.00	10,590.00
Liquid Hand Soap	gal	15	500.00	7,500.00
Calcium and Sodium Hypochlorites (Disinfectant)	gal	10	270.00	2,700.00
Disinfectant (Benzalkonium Chloride)	gal	10	250.00	2,500.00
Disinfectant Tablet	tub	8	2,979.80	23,838.40
Deodorant Cake	pc	30	33.00	990.00

22x24x0008 Plastic Trash Bag (Black)	pc	100	5.00	500.00
22x24x0008 Plastic Trash Bag (Green)	pc	100	5.00	500.00
22x24x0008 Plastic Trash Bag (Yellow)	pc	100	5.00	500.00
26x32x0008 Plastic Trash Bag (Black)	pc	75	6.00	450.00
26x32x0008 Plastic Trash Bag (Green)	pc	75	6.00	450.00
26x32x0008 Plastic Trash Bag (Yellow)	pc	75	6.00	450.00
Disposable 4-ply Face Mask	box	8	300.00	2,400.00
Disposable Gloves	box	8	250.00	2,000.00
Bunny Suit - Non Woven	pair	8	500.00	4,000.00
Shoe Cover	pc	20	15.00	300.00
Plastic Spray Gun	pc	9	110.95	998.55
Plastic Dust Pan	pc	20	125.00	2,500.00
Stick Broom	pc	20	40.00	800.00
Toilet Bowl Brush	pc	10	130.00	1,300.00
11 liter Plastic Trash Can	pc	10	490.00	4,900.00
Aluminum Mop Handle	pc	10	680.00	6,800.00
Plastic Pail	pc	10	84.70	847.00
Disinfectant and sanitizing matting (MAT GUARD) with drying mat	set	5	2,809.37	14,046.85
Face shield	pc	30	20.00	600.00
Plastic Dipper	pc	8	40.00	320.00
Soft Broom	pc	9	180.00	1,620.00
Total Amount				124,900.80

10. Except for the rain coat, boots and dust mask, quantity of items described as consumables, equivalent to three (3) months consumption should be delivered one (1) week before the start of the affectivity of the contract.
11. The next delivery for the succeeding quarter should be made, two (2) weeks before the start of the ensuring quarter.
12. 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.
13. 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.
14. 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,
15. The Contractor shall comply with the performance standards to be set by the City for the duration of the contract.

11.0 BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget of the Contract (ABC) for **EIGHT (8) MONTHS** amounting to **SIX MILLION TWO HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED EIGHTY EIGHT PESOS AND 32/100 (Php 6,244,588.32)**.

FIXED PRICE CONTRACT payable monthly for a minimum of **TWENTY THREE (23)** janitors/tress. The said amount includes supplies, tools, equipments, service vehicle and janitorial supervisors.

Method of Payment

Payment shall be based on actual services rendered by the Contractor. 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.

Processing of first payment shall be undertaken provided that the contractor has complied with all the required equipments, tools, service vehicle and cleaning materials. It shall be made upon the submission of the following documents:

- 1. Statement of Account (billing)** – to be submitted by the janitorial Agency to the City General Services Department (CGSD) twice a month (15th & 30th of the month) for preparation of disbursement voucher.
- 2. Daily Time Record (DTR)**- to be submitted duly signed by the janitor/tress, janitorial inspectors, City Government Administrators of different posts and CGSD authorized representative.
- 3. 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.
- 4. 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.

12.0 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 CGSD 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 CGSD-janitorial inspector 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 monthly reshuffling of personnel in order to avoid familiarization to City Hall operations and employees.

13.0 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	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 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

14.0 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

- 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, 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 this contract and refused to comply and/ or remedy the violations within a reasonable period given by the CLIENT.
- d. When the CONTRACTOR fails to pay the salaries of employees for any billing period without just cause.
- e. 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.
- f. 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.
- g. Failure to post the prescribed performance bond within ten (10) days after the receipt of Notice of Awards.
- h. In case of force majeure and the CONTRACTOR is unable to deliver or perform any or all of 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;

The CLIENT may terminate this CONTRACT, on whole or in part, when the usage of the stated facilities for the COVID-19 operation had been terminated by the City Government.

- 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.

15.0 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 party.

16.0 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.

Submitted by:


F. B. BASS

Officer-in-Charge

City General Services Department



