

**TERMS OF REFERENCE (TOR)
FOR BIDDING OF JANITORIAL SERVICES
ROSARIO MACLANG BAUTISTA GEN. HOSPITAL**

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 Rosario Maclang Bautista Gen. Hospital

In view of the mandated functions of administering cleanliness, sanitation, disinfection and beautification of the Rosario Maclang Bautista Gen. Hospital grounds. The hiring of private janitorial services deemed imperative to ensure the cleanliness of its working place and to collect and contain hazardous elements that may surround the building in accordance to the hospital vision of a quality hospital.

2.0 DEFINITION OF TERMS

The following words, expression 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** – refer to the City Government
3. **JANITOR/TRESS** – refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
4. **JANITORIAL SITE** – 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 objective 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 case of emergency without additional cost to the City Government.

3.0 PROJECT DESCRIPTION

The project subject of this Term of Reference (TOR), involves basically the undertaking of maintaining the cleanliness, sanitary/ disinfection condition of the hospital building and premises.

4.0 PROJECT OBJECTIVES

The project primary objective is to ensure a clean and sanitized environment free from any garbage, dirt, hazardous elements and unpleasant odor.

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.

- I. Cleaning and sanitizing of the following areas
(Rosario Maclang Bautista Gen. Hospital premises)
 - a. Hospital wards (Female and Male Ward), (OB, Pedia, Surgery and Medicine)
 - b. Covid Ward, Covid Tent and Covid Container Tent
 - c. Comfort Rooms
 - d. Lobbies
 - e. Hallways / Corridors
 - f. Stairways
 - g. Roof decks
 - h. Fire Exit
 - i. Grounds
 - j. OR Complex, Administrative Offices, Ancillary Offices, and HOPS Areas
 - k. Out Patient Department
 - l. Emergency Room / ER X Ray Room / ER Bay

The service to be rendered by the applicant shall essentially consist of providing all labor, supplies and cleaning materials necessary for the performance of janitorial, maintenance for RMBGH.

6.0 AREA OF COVERAGE / SERVICE AREA

1. **Rosario Maclang Bautista General Hospital**
 - a. First Floor (ER and ER Bay, Waiting Areas, Radiology, OPD Clinics, Pharmacy, Laboratory)
 - b. Second Floor (OR Complex, NICU, ICU, Dietary, Diff. Offices)
 - c. Third Floor (Different wards, Chapel)
 - d. Fourth Floor (Multipurpose Hall), Training Rooms and Storage Areas
 - e. Roof Deck and Roofs
 - f. Parking Space, Lobby, Drive way, Entrance and Exit, Lower Ground flr
 - g. COVID Areas and ER X-Ray Room

7.0 MANPOWER REQUIREMENTS

The contractor shall provide appropriate number of **fully vaccinated** janitorial personnel, in maintaining the cleanliness and sanitation of RMBGH and grounds (this may vary depending upon the Contractor / applicants option to increase / decrease its 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 IMPLEMENTATIONS

The RMBGH is the office mandated under Articles Twenty Section 490 Title V Chapter III of the Local Government Code of 1991 (RA No. 7160) which provides that the RMBGH shall "maintain and supervise janitorial, landscaping and security of government public building and other real property whether owned or leased by the local government unit"

9.0 PROJECT STANDARD AND REQUIREMENTS

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

Keep designated Services Area **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 building and its surroundings.
- 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 the floor, 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 in actual experience in janitorial services in a tertiary hospital, either private or local hospital within the last five (5) years in the Philippines.

Organization

1. The Contractor should submit its detailed organizational 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 all times, during the terms of the Contract, maintain in its employ the following required personnel with appropriate qualifications to ensure that the services is being carried out properly and efficiently in the Service Area.

POSITION'S	REMARKS
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|---------------------------|--|
| 1. Janitor / tress | 29 persons, three (3) shifts (24 hrs.)
6:00am-2:00pm, 2:00pm-10:00pm
10:00pm-6:00pm
*** (MONDAY TO SUNDAY) *** |
|---------------------------|--|

WORK AREAS (RMBGH)

- SUPERVISOR**-----One (1) person
- OPD, Ground Area, Parking Area** ----- Five (7) persons
- 1st Floor, Covid Tent** -----Eight (8) persons
- 2nd Floor** ----- Six (7) persons
- 3rd & 4th Floor** -----Five (6) persons

Total persons ----- Twenty-Nine (29)

10.0 PROJECT IMPLEMENTATION

The project is to be implemented under a **Fixed Price Contract except in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts 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** where for a definite price and in accordance to the stated project standards and requirements, the contractor is expected to undertake the Project Scope of Work or Service.

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 content and attachments of the Detailed Work Plan should include the following:

- a. Scope of Service 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 (education attainment, training and experience)
- d. Equipment, tools and cleaning materials, list and descriptions (specifications, types 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 his legal, technical and financial capabilities.

DUTIES AND RESPONSIBILITIES

1. The Contractor shall assist in the physical arrangement of the City Government sponsored and approved activities within and outside of RMBGH
2. The Contractor shall provide adequate and responsible supervision over its personnel and shall assume full responsibility for their proper efficient performance.
3. Provide manpower assistance in other agency installation within and outside the RMBGH compound as may be authorized by the City Government.
4. The Contractor shall be solely and exclusively responsible for any act of Commission 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 agree to indemnify any loss, damage, destruction or injury that maybe occurred or suffered by CLIENT.
7. The Contractor shall guarantee absolute, non-occurrence of any form of mass action protest, mass leave, or strike by its janitors within the Client's premises.
8. The Contractor shall provide additional and necessary tools and equipment in the implementation of their contract.

11.0 PROJECT DURATION

The Project has twelve **(12) months** duration to conform to the budget term and allow for Project review and re-evaluation.

Subject to satisfactory performance as validated and certified by RMBGH, under the same terms and conditions as in this Term of Reference, the Bidding documents and other contract documents.

12.0 BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget Ceiling (ABC) of **Eleven Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Eight Pesos and Twenty-Five Centavos Only and (Php 11,999,998.25)** for twelve (12) months. Fixed contract payable for twelve months for a minimum of Twenty-Nine (29) janitors/tress. The said amount includes supplies, rental of tools, equipment, service vehicle and janitorial supervisors.

Payment shall be based on actual services rendered by the Contractor; strict monitoring shall be made by RMBGH in order to ensure the efficient performance of janitors. Penalties for violations made by the janitors shall be deducted from the monthly billing.

The City Government shall pay the Contract 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. It shall be within (45) days upon the submission of the following documents, provided. However, that submitted documents are check by Client and found free from error or mistakes. All payments shall be subject to post audit by the COA.

1. **Statement of Account (billing)** – to be submitted by the janitorial agency to the Property & Supply Section, Rosario Maclang Bautista Gen. Hospital (RMBGH) twice a month (15th & 30th of the months) for preparation of disbursement voucher.
2. **Daily Time Record (DTR)** – to be submitted duly signed by janitor/tress, janitorial inspectors, Property & Supply Section, RMBGH authorized representative.
3. **Certification / Summary of Expenses / Request of Allotment** – to be prepared by the Budget Section, RMBGH along with the voucher to be signed by the Hospital Director.
4. **Certificate of Acceptance** – to be prepared by the Property & Supply Section and to be signed by Hospital Director in accordance to COA Circular 92-386.

13.0 EFFICIENCY / PERFORMANCE STANDARDS

To ensure that the janitorial service will be effectively served to the City Government advantage, strict monitoring and several measures are provided hereunder.

1. Daily Activity Report – to be submitted by the Contractor janitorial inspector to the Property & Supply Section and Engineering Department, RMBGH
2. Weekly Inspection Report – to be submitted by the Property & Supply Section and Engineering Department, RMBGH to the Hospital Director
3. Daily Janitorial Detail – to be submitted by the Engineering Department in-charge janitorial inspector to hospital personnel, janitorial inspector to counter check the attendance of janitor/tress.

4. Reshuffling of janitors – the City Government through RMBGH reserves the right to reshuffle janitors periodically in order to avoid familiarization to RMBGH operation and employees.
5. Janitorial Evaluation and Performance – the janitorial performance evaluation of RMBGH will be required for future bidding of janitorial services.

14.0 PENALTIES FOR VIOLATIONS

Disciplinary Actions – The City Government through RMBGH reserves the right to replace any janitors that shall be found to be lacking in discipline, inefficient or negligence 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.

OFFENCE	Penalty
Non-Wearing of clean prescribed uniforms And identification card by the contractor’s employee	P 500 / day
Dirty or unsanitary service area	P 500 / day
Improper garbage disposal	P 500 / day
Loafing / abandoning of post	P 500 / day

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.

OFFENCE	Penalty
Lack of manpower required	P 1000 / day
Failure to provide all the required Supplies and Equipment	P 1000 / day
Non-Compliance to existing Housekeeping rules	P 1000 / day

15.0 SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

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

- a. When the CONTRACTOR's employee willfully and intentionally or through negligence causes the death of or has inflicted serious physical injury on any person or any employees, visitors and official of the CLIENT premises while on official duty
- b. When the CONTRACTOR's employee willfully and intentionally or through negligence caused irreparable damage to the prestige or any interest of the CLIENT, great destruction of CLIENT's properties and equipment due to non-performance of his duties and responsibilities
- 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.

15.1 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 City Government 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.

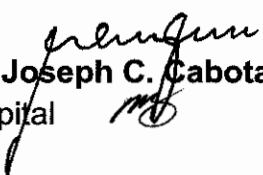
In case of delay due to force majeure or caused beyond the control of the Contractor may submit a request for extension of time provided the same is made before the contract expires and provided further that the effectivity of the performance bond shall be correspondingly extended if the contract time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

Submitted by:



Engr. Marc Napoleon A. Quiaoit III

Noted by:



Dr. Richard Joseph C. Cabotage, MHA
Chief of Hospital