

TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR QUEZON CITY HALL COMPLEX/QCU CAMPUSES/KORPHIL/Q.C. UNDERPASSES/QUEZON MEMORIAL CIRCLE/QCX MUSEUM/OTHER GOVERNMENT INSTALLATION

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 Hall building and grounds and other government installations.

In view of the mandated functions of administering cleanliness, sanitation and beautification of the Quezon City Hall buildings, grounds and other local government installations. The hiring of private janitorial/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 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. **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. **HOUSEKEEPING PLAN** – refers to the description of the activities and strategies to be undertaken in accomplishing the Project objectives and scope of work/services. The housekeeping 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 including the maintenance of all buildings/facilities.

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 and to maintain the building/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. classrooms
 - c. lobbies
 - d. hallways/corridors
 - e. stairways
 - f. roof decks
 - g. window panels
 - h. glass panels/glass door
 - i. columns /post
 - j. diffusers
 - k. fire exits
 - l. grounds
 - m. and other building parts and fixtures
2. Gardening, Landscaping, beautification and cleanliness of the grounds
 - a. Parking lots
 - b. Streets and sidewalks
 - c. Fire truck lane
 - d. Alleyway
 - e. Canal and drainage
 - f. Covered walks
 - g. Planting strips, pocket and island gardens
 - h. Q.C. Hall Plaza

- i. Inner quadrangle (between High rise and Treasury Bldg.)
 - j. Plaza Bonifacio pocket plant box and hanging wall plants
 - k. Lagoon and eco trail
 - l. Parking Building
 - m. Play grounds
3. Cleanliness of local government offices, Executive Function Rooms, Legislative Function Rooms and other activity areas
 4. Maintenance of the building and other facilities.

The services to be rendered by the applicant shall essentially consist of providing the following requirements stated hereunder, which is necessary for the performance of janitorial, maintenance and landscaping services for the Quezon City Hall buildings and grounds and other local government installations.

- All labor
- Appropriate tools and equipment
- Service vehicle with markings and should be always available.
- Supplies and cleaning materials

6.0 PROJECT DURATION

The Project has **One (1) year** duration effective on January 1, 2023 to December 31, 2023 but shall be subjected to a regular performance rating by the CGSD. The City has the right to terminate the contract pursuant to Item 15.0 of this TOR or any kind of breach of contract.

7.0 AREA OF COVERAGE AND MANPOWER REQUIREMENT

The Contractor shall provide one (1) safety officer, supervisor and appropriate number of janitorial personnel task cleanliness and sanitation as well as for the beautification of the Quezon City Hall building and grounds and other government installations (this may vary depending upon the Contractor/applicants option to increase/decrease its janitorial deployment).

Provision of **20% reserved janitorial personnel** as additional manpower as required by the client which shall be made available in cases of emergency as may be determined by the procuring entity, such as but not limited to the following;

- a) Emergency Situations
 - Fire
 - Earthquake
 - Typhoon etc.
- b) Special operations, activities and/or events of the City Government
- c) Deployment to other Quezon City government installations

SERVICE AREA	No. of Janitors/ground sweepers	No. of gardeners/ landscapers	NO. OF MANPOWER
QC Hall Executive Bldg., Legislative Bldg. & Treasury Bldg.	45	-	45
Quezon City Hall Grounds	30	22	52
Quezon City Hall Compound			
a) NGO Bldg.	3	-	3
b) DRRMO Bldg.	4	-	4
c) DPOS Bldg.	3	-	3
d) Public Library Bldg.	3	-	3
e) Community Center Bldg	4		4
f) PDAO	1	-	1
g) SSDD Arugaan Bldg	1	-	1
h) OSCA Bldg	2	-	2
QC Hall Civic Center Bldg			
a) Civic Bldg. A	9	-	9
b) Civic Bldg. B	9	-	9
c) Civic Bldg. C	6	-	6
d) Civic Bldg. D	8	-	8
e) Civic Bldg. E	7	-	7
f) Civic Bldg. F	8	-	8
g) Health Dept Bldg	9	-	9
Gabriela Silang Eco Park	-	2	2
Q.C. Hall Lagoon	-	2	2
Q.C. Underpass-Q.C. Hall	4	-	4
Q.C. Underpass-Philcoa	4	-	4
QC Hall Parking Bldg	3	-	3
Heritage House-QMC	2	-	2
KorPhil- Bgy. San Bartolome	6	2	8
QCU San Bartolome	24	2	26
QCU Batasan	5	1	6
QCU San Francisco	5	1	6
Kabahagi Center, Bgy. Batasan Hills	3	-	3
GSD Warehouse/Archives, Bgy. Paligsahan	2	--	2
District Office (I, II,III,IV & VI)	10	-	10
QC Receptiom House	6	-	6
Convention Center	5	-	5
Quezon Memorial Circle	85	-	85
QCX Museum	6	-	6
	322	32	354

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.

The City Government shall have the option to transfer Janitorial personnel to other City Government installation, when need arises.

9.0 PROJECT STANDARDS & REQUIREMENTS (Please see Annex A for the set of minimum 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.

10.0 TECHNICAL CRITERIA

10.1. The bidder must comply with the technical criteria, which shall be the basis of the evaluation of its technical proposal, as prescribed in the Guidelines of Government Procurement Policy Board (GPPB) specifically Appendix 23 1.0 " which states that it is recognized, however, that the proper and efficient procurement of security and janitorial services should be based not solely on cost, but should also take into considerations a ranged of other factors, such as, but not limited to , length of contract, standards of internal governance, adequacy of the resources, level of trainings, and adherence to labor and other social legislation and minimum standards set by the BAC-Goods, to wit;

Stability

1. The bidder must have at least Five (5) years of experience in the field of janitorial services.
2. The bidder must have the financial capacity during the duration of the contract to support its obligation as a Janitorial Agency with the City Government.
3. The bidder must have the organizational capability of their Janitorial Agency in response with the City's requirement and with a minimum of 430 janitorial personnel.

Resources

1. Must have appropriate number of service vehicle, tools, equipment and cleaning materials to be used by the janitor/tress during their tour of duty.
2. Must have appropriate number of qualified and competent janitorial personnel to be deployed in QC Hall Compound and other Government installation.

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.
5. The contractor should provide **occupational safety and health officer** to oversee the safety in the workplace and compliance to basic health protocol (DOLE Accredited Occupational Safety and Health training).

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 and maintenance 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 18 years old not more than fifty-five (55) years old.
3. All personnel must be provided with identification cards, uniforms (polo shirt, black pants and black shoes).
4. **All janitorial to be deployed should be fully vaccinated with COVID-19 vaccine with a least 1st booster shot.**
5. 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.
6. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.
7. PPE such as safety shoes, harness, helmets, hand gloves, etc shall be provided by the contractor.

POSITIONS		REMARKS
QUEZON CITY HALL COMPOUND		
Janitorial Supervisor	1	Overhead
Janitors/tress/ground sweepers	155	Certification from the contractor that all supervisors and personnel are qualified to their positions.
Landscapers/Gardeners	26	
QC Underpass (QC Hall going to QMC)	4	
Convention Center	5	
OUTSIDE QC HALL COMPOUND		
QC Underpass (QMC going to Philcoa)	4	
Heritage House - QMC	2	
Kabahagi Center, Brgy Batasan	3	
GSD Warehouse/Archives, Brgy Paligsahan	2	
District Office (I, II,III, IV & VI)	10	
QC Reception House	6	
Quezon Memorial Circle	85	
QCX Museum	6	
Quezon City University	38	
KORPHIL, Brgy San Bartolome	8	
	354	

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

The contents and attachments of the Housekeeping 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 the Quezon City.
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 Quezon City 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/tress 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, PPE and have their individual tools & equipment required in the performance of their duties.

Hereunder are the tools & equipment needed in the performance of their duties.

QC HALL COMPOUND (Buildings, Grounds, and Underpasses)

Equipment and tools	Quantity
Vacuum cleaner, heavy duty	1
Pressure washer, heavy duty	1
Aluminum ladder, standard size heavy duty	2
Grass cutter, heavy duty	2
Floor polisher, heavy duty	6
Portable chainsaw heavy duty	1
Buggy, heavy duty	14
2 way radio	6
Gun tucker, arrow brand (T-50)	2
Trowel	6
Garden Fork	6
Pruner	6
By-pass lopper (pruner long type)	2
Hedge shear(scissor)	2
Rake	4
Shovel	2
Axe	1
Water hoses (200 mtrs.)	2
Water sprinklers	4
Wheel barrow	4
Push carts	2
Floor squeegee (length 2 m)	4
Trolley	2
Flash light	4
Karet	2
Itak (Heavy Duty)	2
Piko	2
Grass scissor	2
Caution sign / Warning devices	16
Rope, size ¼ diameter	1

Mobile Battery Operated, Manlift	1
Istalac (Nylon brush 1' inch) for the floor polisher	6
Pad holder with bracket	4
Mop Squeezer	6
Glass Squeegee	2
Trash Bin with Cart, Big Heavy Duty	2

QUEZON MEMORIAL CIRCLE/QCX MUSEUM

Equipment and tools	Quantity
Aluminium Ladder	1
Buggy, Heavy Duty	10
Floor Squeegee (length 2m)	6
Caution sign	12
Pressure washer, Heavy Duty	1
Floor Polisher	1
Mop Squeezer	6
Istalac (Nylon brush 1' inch) for floor polisher	6
Pad Holder with bracket	2

KORPHIL (San Bartolome)

Equipment and tools	Quantity
Aluminium ladder, standard size heavy duty	1
Grass cutter, heavy duty	1
Floor polisher, heavy duty	1
Buggy, heavy duty	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear (scissor)	1
Rake	1
Water hoses (200 mtrs.)	1
Water sprinklers	2
Wheel barrow	1
Push carts	1
Floor Squeegee (length 2m)	2
Karet	1
Itak (Heavy Duty)	1
Piko	1
Grass Scissor	1
Trolley	1
Istalac (Nylon brush 1' inch) for floor polisher	4
Pad holder with bracket	2

QCU (San Bartolome)

Equipment and tools	Quantity
Aluminium ladder, standard size heavy duty	1
Floor polisher, heavy duty	1
Buggy, heavy duty	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear (scissor)	1
Rake	1
Water hoses (200 mtrs.)	1
Water sprinklers	1
Wheel barrow	1
Push carts	1
Floor Squeegee (length 2m)	2
Karet	1
Itak (Heavy Duty)	1
Piko	1
Grass scissor	1
Trolley	1
Istalac (Nylon brush 1' inch) for floor polisher	1
Pad holder with bracket	2

QCU (San Francisco)

Equipment and tools	Quantity
Aluminium ladder, standard size heavy duty	1
Floor polisher, heavy duty	1
Trowel	1
Garden Fork	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear (scissor)	1
Shovel	1
Axe	1
Water hoses (200 mtrs.)	1
Water sprinklers	1
Push carts	1
Floor Squeegee (length 2m)	2
Karet	1
Itak (Heavy Duty)	1
Piko	1
Grass scissor	1
Trolley	1
Istalac (Nylon brush 1' inch) for floor polisher	4
Pad holder with bracket	2

QCU (Batasan)

Equipment and tools	Quantity
Aluminium ladder, standard size heavy duty	1
Grass cutter, heavy duty	1
Floor polisher, heavy duty	1
Buggy, heavy duty	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear (scissor)	1
Rake	1
Water hoses (200 mtrs.)	1
Water sprinklers	1
Wheel barrow	1
Push carts	1
Floor Squeegee (length 2m)	2
Karet	1
Itak (Heavy Duty)	1
Piko	1
Grass scissor	1
Trolley	1
Istalac (Nylon brush 1' inch) for floor polisher	1
Pad holder with bracket	1

OTHER GOVERNMENT INSTALLATION

Equipment & Tools	Quantity
Vacuum cleaner, heavy duty	1
Floor polisher, heavy duty	1
Buggy, heavy duty	1
Trowel	1
Garden Fork	1
Pruner	1
Rake	1
Shovel	1
Water hoses (200 mtrs.)	1
Floor squeegee (length 2 m)	2
Caution sign / Warning devices	1
Mop Squeezer	1
Trolley	1

The consumables equivalent to **Eleven Thousand Four Hundred Ninety One Pesos and 44/100 (Php. 11,491.44) per person in a year** (janitor/janitress) is itemized as follows.

QUEZON CITY HALL COMPOUND and OTHER INSTALLATION (263 PAX)				
Janitor/tress, Ground Sweeper, Gardeners/landscaper				
MATERIALS	UNIT	QTY		
Alcohol	gal	30		
Air Freshener	gal	20		
All Purpose Cleaner, environmentally friendly	gal	20		
Broom Stick with Handle (50"x13"x3")	pc	50		
Broom Stick	pc	20		
Cotton Hand Gloves (medium)	pair	10		
Clog Remover Solution	gal	4		
Disinfectant spray 400 gms	can	20		
Disposable gloves	box	10		
Dipper (Tabo), plastic, medium	pc	13		
Deodorant Cake, 100 grams	pc	40		
Dust Pan (Lata), 9" w x 30" H	pc	20		
Dust Pan (Lata) small for Drainage	pc	10		
Dustpan (Plastic), small	pc	30		
Dust Mask	pc	50		
Dust Floor Mop, 80 cm with aluminum handle	pc	10		
Dust Floor refill	pc	6		
Fabric Conditioner, assorted scent	gal	65		
Garbage Plastic (Big), transparent (37x48)	pc	3,500		
Hand Brush with nylon bristles wooden handle	pc	10		
Liquid Handsoap, assorted scent	gal	150		
Liquid Bleach, environmentally friendly	gal	50		
Mop Handle, stainless 5ft	pc	45		
Mop Head, cotton, 500 gram	pc	35		
Plastic Spray Gun, 500ml	pc	7		
Powder Soap, good quality	kilo	650		
Rain Coat (Pocho), standard size	pc	5		
Round Rags , 7" diameter, cotton	kilo	100		
Rubber Hand Gloves, medium long & thick	pair	40		
Scrubbing Pad, 100mmx70mmx8mm	pc	100		
Scrubbing Pad 16" diameter for polisher	pc	5		
Soft Broom	pc	100		
Spatula, metal with wood handle	pc	6		
Toilet Bowl Brush, plastic bristle with plastic handle	pc	11		
Toilet Bowl Cleaner, 500ml/btl, environmentally friendly	btl.	30		
Trash Bag (Small), 8"x12"	pc	3000		
Water Pail (2 gals), plastic	pc	5		
Water Container w/cover plastic H.D. (200 lit)	pc	3		
QC HALL COMPOUND and OTHER INSTALLATION (Consumable per person in a month)				248,699.00

QUEZON MEMORIAL CIRCLE / QCX MUSEUM (91 PAX)				
Janitor/tress, Ground sweeper				
Alcohol	gal	25		
Air Freshner	gal	12		
All Purpose Cleaner, environmentally friendly	gal	10		
Broom Stick with Handle (50"x13"x3")	pc	20		
Broomstick	pc	14		
Clog Remover Solution	gal	3		
Dipper (Tabo), plastic, meduim	pc	5		
Deodorant Cake, 100 grams	pc	59		
Dust Pan (Lata) 9" w x 30" H	pc	6		
Dust Pan (plastic) small	pc	6		
Dust floor mop, 80 cm with aluminuim handle	pc	5		
Dust floor mop refill	pc	4		
Fabric Conditioner, assorted scent	gal	11		
Garbage Plastic (Big), transparent (37x48)	pc	2,500		
Hand Brush, with nylon bristle wooden handle	pc	5		
Liquid Handsoap, assorted scent	gal	25		
Liquid Bleach, environmentally friendly	gal	20		
Mop Handle, stainless 5 ft	pc	20		
Mop Head, cotton 500 gram	pc	11		
Plastic Spray Gun, 500ml	pc	5		
Powder Soap, good quality	kilo	65		
Round Rags, 7" diameter	kilo	30		
Rubber Hand Gloves, medium long & thick	pair	12		
Scrubbing Pad, 100mmx70mmx8mm	pc	62		
Scrubbing Pad , 6" diameter for polisher	pc	5		
Soft Broom	pc	12		
Spatula, metal with wood handle	pc	3		
Toilet Bowl Brush, plastic bristle with plastic handle	pc	4		

Toilet Bowl Cleaner, 500ml/btl, environmentally friendly	btl	5	88.00	440.00
Trash Bag (Small), 8"x12"	pc	1700	2.60	4,420.00
Water Pail (2 gal), plastic	pc	2	104.00	208.00
QUEZON MEMORIAL CIRCLE/QCX MUSEUM (Consumable per person in a month)				90,298.20
TOTAL CONSUMABLE IN A MONTH				338,997.20

10. Except for the 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 effectivity of the contract at the Building and Grounds Management Division Stockroom, subject to inspection and verification by Movable & Property Management Control Division and Central Warehouse Management Division.
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.

12.0 BUDGET AND BASIS OF PAYMENT

The City Government has set the Approved Budget of the Contract (ABC) of **NINETY MILLION TWO HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED SIXTY FIVE PESOS AND 56/100 (Php 90,259,865.56)** for one year.

FIXED PRICE CONTRACT payable in One (1) year for a minimum of **THREE HUNDRED FIFTY FOUR (354)** janitors/tress with provision for an assurance of twenty percent (20%) **RESERVED JANITORIAL PERSONNEL** as required by the Client. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-23. 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 per day
Dirty or unsanitary service area	P 500 per day
Improper garbage disposal	P 500 per day
Loafing / abandoning of post	P 500 per day
Using mobile phone while on duty	P 500 per day

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, 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 CLIENT'S 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, 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.

15.0 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.

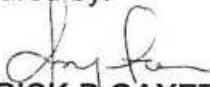
16.0 ASSIGNMENT/ PROHIBITION AGAINST SUB-CONTRACTING

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.

17.0 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.

Prepared by:



JERRICK D. GAYETA

Acting Chief, Building & Ground Management Division
Special Operations Officer III

Noted by:


F.E.B. BASS

Officer-in-Charge
City General Services Department