



TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR CITY-OWNED PUBLIC MARKET LOCATED AT QUEZON CITY

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 facilities 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 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 various Public Market 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. lobbies/flooring
 - c. hallways/corridors
 - d. stairways
 - e. 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 various public market 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 **ONE (1) YEAR** duration effective on January 1, 2023 to December 31, 2023 but shall be subjected to the need of the City Government or once the operations of the public market under City Government has ceased in the stated services. The City has the right to terminate the contract pursuant to item 15.0

7.0 AREA OF COVERAGE AND MANPOWER REQUIREMENT

The Contractor shall provide one (1) safety officer, supervisor and appropriate number of janitorial personnel to maintain the cleanliness and sanitation of the various public market facilities located at Quezon City.

AREA	QTY	REMARKS
Janitorial Supervisor	1	Overhead
Janitors/tress/sweeper		
1. Frisco Public Market	6	
2. Project 2 Public Market	2	
3. Murphy Public Market	6	
4. Kamuning Public Market	8	
5. Galas Public Market	14	
6. Project 4 Public Market	4	
7. Roxas Public Market	2	
8. San Jose Public Market	2	
TOTAL	44	

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 City General Services Department shall "maintain and supervise janitorial and security services of the 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.

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 –

- Absence of garbage, litter, waste or similar materials from the building and its surrounding.
- Free from unpleasant and hazardous odor or materials.
- 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 80 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 various city owned public market.

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 services and mandated benefits. The supervisor salaries should be higher than the ordinary janitor/tress.
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 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. 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.
5. **All janitorial personnel to be deployed should be fully vaccinated with COVID-19 vaccine with at least 1st booster shot.**
6. PPE such as safety shoes, harness, helmets, hand gloves, etc shall be provided by the contractor.

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 provide adequate janitorial supervisor 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.
2. The Contractor shall be solely and exclusively responsible for any act or omission of all its personnel during their assigned duty.
3. The discipline and administration of the janitors/tress shall conform to existing laws and implementing rules and regulations.

4. 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
5. 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.
6. The Contractor shall provide their janitors/tress individual utility/janitorial belt bag, PPE and the following tools & equipment required in the performance of their duties.

A). Tools and Equipment

Pressure Washer, Heavy Duty	unit	8
Spade Shovel	pcs	20
Pointed Shovel	pcs	12
Buggy (Heavy Duty)	unit	8
Aluminum Ladder 8 Foot	pcs	8
Sewer rod (Heavy Duty) 1" x 50'	pcs	8
Water host 200 meters with connector	pcs	8
Metal scoop / sand scoop	pcs	20
Mop Squeezer	pcs	8
Wooden Hacksaw	pcs	8
Metal Hacksaw	pcs	8
Claw bar 30"	pcs	8
Claw Hammer	pcs	8
Segregated Trash Bin (Heavy Duty) Hard Plastic	Set	8
Drum Heavy duty Plastic	unit	8

B) The monthly consumables equivalent to Fifteen Thousand One Hundred Thirty One Pesos and 40 /100 only (Php. 15,131.40) per person in a year (janitor/tress) is itemized as follows

VARIOUS PUBLIC MARKET (44 pax)

MATERIALS:	UNIT	QTY	UNIT COST	TOTAL COST
Air Freshener	gal	9		
All Purpose Cleaner, environmentally friendly	gal	9		
Broom Stick with Handle (50"x13"x3")	pc	16		
Broom Stick	pc	20		
Disinfectant spray 400 gms	can	9		
Deodorant cake , 100 grams	pc	10		
Dipper (tabo) , plastic meduim	pc	5		
Dust Pan (Lata), 9" w x 30" H	pc	9		
Dust Pan (Lata) small for Drainage	pc	8		
Fabric Conditioner, assorted scent	gal	12		
Hand Brush, plastic	pc	8		
Liquid Bleach, environmentally friendly	gal	8		
Liquid Handsoap, assorted scent	gal	10		
Mop Handle, stainless 5 ft	pc	10		
Mop Head, cotton, 500 gram	pc	15		

Powder Soap, good quality	kilo	100		
Push Brush	pc	8		
Rain Coat (Pocho), standard size	pc	5		
Round Rags , 7" diameter, cotton	kilo	32		
Rubber Hand Gloves, medium, long & thick	pair	10		
Rubber Boots	pair	5		
Scrubbing Pad, 100mmx70mmx8mm	pc	76		
Soft Broom	pc	12		
Toilet Bowl Brush, plastic bristle with plastic handle	pc	8		
Toilet Bowl Cleaner, 500ml/btl, environmentally friendly	btl.	8		
Trash Bag (Small), 8"x12"	pc	1309		
Trash Bag (Big), 37"x48"	pc	1500		
Water Pail (2 gals), plastic	pc	2		
Consumable per person in a month				55,481.33

7. Except for the boots, the 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.
8. The next delivery for the succeeding quarter should be made, two (2) weeks before the start of the ensuring quarter.
9. 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.
10. 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.
11. 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,
12. 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) for **ONE YEAR** amounting to **ELEVEN MILLION FOUR HUNDRED THIRTY THOUSAND FOUR HUNDRED FIVE PESOS AND 48/100 (Php. 11,430,405.48)**

FIXED PRICE CONTRACT payable monthly for a minimum of **FORTY FOUR (44)** 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 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) on a monthly basis 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.

13.0 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 Agency 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 Market Development Administration Department / City General Services Department 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 reshuffling of personnel.

14.0 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	P500.00 per day
Dirty or unsanitary service area	P500.00 per day
Improper garbage disposal	P500.00 per day
Loafing / abandoning of post	P500.00 per day
Using mobile phone while on duty	P500.00 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

15.0 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;

16.0 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.

17.0 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.

18.0 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.

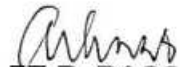
Prepared by:



JERRICK D GAYETA

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

Noted by:



PE B. BASS

Officer-in-Charge

City General Services Department

Conformed:



MS MARGARITA SANTOS

City Government Department Head III

OIC- Market Development Administrative Department