

**TERMS OF REFERENCE (TOR)
FOR BIDDING OF JANITORIAL SERVICES
NOVALICHES DISTRICT HOSPITAL
(Phase I & Phase II Building) Year 2023**

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 Novaliches District Hospital.

In view of the mandated functions of administering cleanliness, sanitation and beautification of the Novaliches District 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 buildings in accordance with 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** – 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. **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 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 without additional cost to the City Government.

3.0 PROJECT DESCRIPTION

The project, subject of this Terms of Reference (TOR), involves basically the undertaking and maintaining cleanliness, sanitary 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:
(Phase I & Phase II Building)
 - a. Hospital wards (OB, Pedia, Surgery & Medicine)
 - b. Comfort rooms
 - c. Lobbies
 - d. Hallways / corridors
 - e. Stairways
 - f. Roof decks
 - g. Fire exits
 - h. Grounds
 - i. Operating room, Recovery room, NICU, Laboratory, Pharmacy, Medical Records, Dietary & Radiology
 - j. Out-patient room
 - k. Emergency room

The services to be rendered by the applicant shall essentially consist of providing all labor, equipment, tools, supplies and cleaning materials necessary for the performance of janitorial, maintenance for Novaliches District Hospital.

6.0 AREA OF COVERAGE / SERVICE AREAS (Phase I & Phase II Building)

1. Novaliches District Hospital
 - a. First floor (E.R., Accounting, Cashier & Social Welfare Assistance)
 - b. Second floor (OB Wards/Different wards)
 - c. Third floor (Different wards)
 - d. Fourth floor (Different offices)
 - e. OPD (Out-Patient Department)
 - f. X-Ray & Rehab, Pharmacy, Dietary, Medical Record & Property)
 - g. Parking space, lobby, drive way, entrance & exit. (phase I building).
 - h. Roof Deck 4th floor (Phase I & Phase II).

7.0 MANPOWER REQUIREMENTS

The Contractor shall provide appropriate number of janitorial personnel services, in maintaining the cleanliness and sanitation of Novaliches District Hospital 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.

1. Novaliches District Hospital (Phase I & Phase II)

8.0 PROJECT IMPLEMENTORS

The Novaliches District Hospital 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 Novaliches District Hospital 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 & REQUIREMENTS

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

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

“**Clean**” means –

- a) Absence of garbage, litter, waste or similar materials from the building and its surrounding
- b) Free from unpleasant and hazardous odor or material
- c) Polished floors, stairways and other fixtures of the buildings.
- d) Absence of dust, dirty marking on floors, walls, glass windows, odors and any fixtures of the buildings.

Minimum Requirements for the Janitorial Agency

(Please see attached Annex A for the set of Minimum Requirements)

Track Record

1. The agency must have at least five (5) years of experience in the field of janitorial services.

Organization

1. The Contractor should submit its detailed organization chart which should indicate an established Organizational Structure to show its capability to undertake the Project; clearly identified lines of authority and responsibility and the specific division dedicated to each of the needed service which is manned by full-time employee.
2. The Contractor shall exercise Fair Labor Practice; hence, the salaries of all his personnel must be in accordance with the rates/policies prescribed by the Department of Labor and Employment (DOLE) and all applicable labor laws, Thus, all personnel must also be provided social security and mandated benefits.
3. To abide with the requirements of the client in accordance with reasonable standards of performance.

Personnel

1. A Contractor shall submit certificate of employment or job contract of all their employees and Certificate of Undertaking that all personnel have undergone and continue to undergo regular and periodic trainings and orientations on efficient and effective janitorial services to continuously improve the performance of their duties and responsibilities. Employees must also undergo basic orientation on work ethics.
2. All personnel must be provided with identification cards, uniforms (pants, polo shirt and shoes) protective gears (if applicable)
3. The Contractor shall at all times, during the terms of the Contract, maintain in its employ the following required personnel with the appropriate qualifications to ensure that the services is being carried out properly and efficiently in the Service

4. All personnel must be provided with Personal Protective Equipment (PPE), if required.
5. One occupational safety and health officer to oversee the safety in workplace and compliance to basic health protocol (DOLE accredited occupational safety and health training)
6. All personnel (Janitor / Janitress) to be deployed should be fully vaccinated with covid-19 vaccine with at least 1st booster shot.

Area:

POSITION'S	REMARKS
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1. Janitor/tress	23 persons, Three (3) shifting (24hrs) 6:00am-2:00pm, 2:00pm-10:00pm 10:00pm-6:00am *** (MONDAY TO SUNDAY) ***
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WORK AREAS (Phase I & Phase II Building)

SUPERVISOR -----	(1) person
OPD, Ground Area, Parking Area -----	(2) persons
1 st floor -----	(9) persons
2 nd floor -----	(4) persons
3 rd & 4 th floor , roof deck -----	(7) persons

Total persons ----- Twenty Three (23)

10.0 PROJECT IMPLEMENTATION

The Project is to be implemented under a **Fixed Price Contract** 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 Services.

A **Housekeeping 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 **Housekeeping Plan** should include the following:

- a) Scope of services to be rendered in the Service Area
- b) Organization 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 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 his 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 Novaliches District Hospital Compound.
2. The Contractor shall provide adequate and responsible supervision over its personnel and shall assume full responsibility for their proper and efficient performance.
3. Provide manpower assistance in other agency installation within and outside the Novaliches District Hospital 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 the negligence, fault, misdemeanour, 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 the following tools & equipment in the implementation of their contract;

NOVALICHES DISTRICT HOSPITAL (Phase I & Phase II Building)

Equipments and Tools	Quantity
1. Vacuum cleaner H.D.	2
2. Pressure Water H.D.	1
3. Aluminium Ladder	1
4. Floor Polisher	2
5. Floor Squeezer	4
6. Water hose	200 meters
7. Buggy H.D.	4

SUPPLIES

	DISCRIPTION	UNIT OF ISSUE	QUANTITY
1	Air Freshner, 320ml	can	100
2	broom soft (tambo)	piece	30
3	broom stick (tingting)	piece	30
4	Cameseta Rugs (2 layers)	doz	100
5	deodorant cake 15g	piece	1166
6	hand gloves disposable medium	pair	2000
7	disinfectant spray, 510g, spray	can	351

8	mop handle, cotton	piece	100
9	powder soap, 1 kilo	kilo	1000
10	toilet bowl, brush	piece	30
11	toilet bowl, cleaner, 5liters/gal	gal	20
12	Plastic bag black 13" x 13" x 15"	piece	1000
13	Plastic bag green 13" x 13" x 15"	piece	1000
14	Plastic bag yellow 13" x 13" x 15"	piece	1000
15	Plastic bag, black 9" x 9" x 18"	piece	1200
16	Plastic bag, green 9" x 9" x 18"	piece	1200
17	Plastic bag, yellow 9"x 9" x 18"	piece	1200
18	Plastic bag, black w/tie 18 1/2" x 18 1/2" x 40"	piece	1500
19	Plastic bag, green w/tie 18 1/2" x 18 1/2" x 40"	piece	1500
20	Plastic bag, yellow w/ tie 18 1/2"x 18 1/2" x 40"	piece	1500
21	Industrial hand gloves, standard	pair	30
22	spatula 3 inch	piece	24
23	utility pail, 15 liters, plastic	piece	7
24	dust pan with cover, plastic	piece	8
25	ceiling broom, ting ting	piece	6
26	stripping pad 20 inches	piece	6
27	furniture polish, 300ml	tube	14
28	polishing pad, 20 inches (white)	piece	5

11.0 PROJECT DURATION

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

Subject to satisfactory performance as validated and certified by NDH, under the same terms and conditions as in this Terms 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 **EIGHT MILLION NINE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED SEVENTY FIVE PESOS and FOUR CENTAVOS (Php8,932,375.04)** for twelve (12) months. Fixed contract payable for twelve months for a minimum of Twenty Three (23) janitors/tress. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

Payment shall be based on actual services rendered by the Contractor, Strict monitoring shall be made by Novaliches District Hospital 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 payment shall be subject to posts audit by the COA.

1. **Statement of Account (billing)** – to be submitted by the janitorial Agency to the Novaliches District Hospital (NDH) twice a month (15th & 30th of the months) for preparation of disbursement voucher.
2. **Daily Time Record (DTR)** – to be submitted duly signed by the janitor/tress, janitorial inspectors, Novaliches District Hospital authorized representatives.
3. **Certification / Summary of Expenses / Request of Allotment** – to be prepared by the NDH along with the voucher to be signed by Hospital Director.
4. **Certificate of Acceptance** – to be prepared by the Property and 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 services will be effectively and efficiently served to the City Government's advantage, strict monitoring and several measures are provided hereunder.

1. Daily Activity Report – to be submitted by the Contractor janitorial inspectors to the NDH.
2. Weekly Inspection Report – to be submitted by the Property and Supply in-charge to the Assistant Director for Administration.
3. Daily Janitorial Detail – to be submitted by the Property and Supply 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 CGSD reserves the right to reshuffle janitors periodically in order to avoid familiarization to Novaliches District Hospital operations and employee
5. Janitorial Evaluation and Performance – the janitorial performance evaluation of the Novaliches District Hospital will be required for future bidding of janitorial services.

14.0 PENALTIES FOR VIOLATIONS

Disciplinary Actions – The City Government through the NDH reserves the right to replace any janitors that shall be found to be lacking in discipline, inefficient or for 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 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
Dirty or unsanitary service disposal	P 500 / day
Improper garbage disposal	P 500 / day
Loafing / abandoning of post	P 500 / day

Grave Offense – offense that directly impede the satisfactory delivery of the service or scope of work according to standards and requirements set forth in this Terms of Reference.

OFFENSE	PENALTY
Lack of manpower required	P 1,000 / day
Failure to provide all the required Supplies & Equipment	P 1,000 / day
Non-compliance to existing Housekeeping rules	P 1,000 / 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 it deems inimical to the CLIENT'S or public's 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 nay employees, visitors and official of the CLIENT premises while on official duty.
- b. When the CONTRATOR'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 periods without just cause.
- e. When CLIENT finds the CONTRACTOR to have failed in their obligation to any of its employees base on the CONTRACTORS contract with the CLIENT, thus, affecting the state of morale and efficiency of the entire force.
- f. When the CONTRACTOR degreased 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 Awards.
- 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 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 anytime 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 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 indemnify the city Government against all loses and claims for injuries or damages to any person or property, whatsoever which may arise or in consequence of the performance of this contract and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect of this contract.

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 effectivly of the performance bond shall be correspondingly extended if the contract time is extended.

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