

Republika ng Pilipinas Lungsod ng Quezon Kagawaran ng Lingkurang Panlahat **GENERAL SERVICES DEPARTMENT** 9th & 8th Fir. Main Bidg, Quezon City Hall, Elliptical Rd., Diliman, Quezon City Trunkline: 02-89884242 Local No.: 8600 (OIC), RMCD-8624, BGMD-7329, CWMD-8603, FAMCD-8620/1126, MD-8612/8209, ADMIN-8602, MPMCD-8609 Email Address: p. d. c. a crancity.gos ph Jaura en dy gositication com



TERMS OF REFERENCE (TOR)

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

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 various buildings. 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. JANITOR/TRESS refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
- 3. SERVICE AREA means buildings, premises, compound and offices of the City Government.
- 4. 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.
- 5. 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
- 6. **QCG** refers to the Quezon City Government represented by its City Mayor or his representative.

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QCG.CGSD.ADMIN.F.54





7. CGSD - refers to City General Services Department

8. QMC - Quezon Memorial Circle

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. lobbies
 - c. hallways/corridors
 - d. stairways
 - e. roof decks
 - f. window panels
 - g. glass panels/glass door
 - h. columns /post
 - i. diffusers
 - j. fire exits
 - k. grounds
 - I. 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 Gabriela Silang Eco Park
- I. 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
- 5. In urgent cases, the City Government may transfer Janitor/tress from this service area to other City Government owned/acquired properties/facilities, whether within or outside of this line if public interest so demands. It shall be covered with Notice to Transfer from the CGSD duly conformed by the Contractor.

6.0 CONTRACT DURATION

The Project has **One (1) year** duration effective on **January 1,2025 to December 31**, **2025** 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 to maintain the cleanliness and sanitation as well as for the beautification of the Quezon City Hall building and grounds and other QCG 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 QCG

c) Deployment to other QCG installations

SERVICE AREA	No. of Janitors/ground sweepers	No. of gardeners/ landscapers	NO. OF MANPOWER
Quezon City Hall Compound			
QC Hall Executive Bldg., Legislative Bldg. & Treasury Bldg.	47	-	47
Quezon City Hall Grounds	36	22	58
NGO Bldg.	3	-	3
DRRMO Bldg.	4	-	4
DPOS Bldg.	3	-	3
Public Library Bldg.	3	-	3
Community Center Bldg	4		4
PDAO	1	-	1
SSDD Arugaan Bldg	11	-	1
OSCA	1		1
Health dept. Bldg.	6		6
Civic Bldg. A-Commerce Bldg.	9	-	9
Civic Bldg. B-Public Works Bldg.	9	-	9
Civic Bldg. C- Civil Registry Bldg.	5	-	5
Civic Bldg. D - Bldg. Regulatory Offices	7		····· /
Civic Bldg. E - SSDD Bldg.	6	-	<u> </u>
Civic Bldg. F - Finance Bldg.	7 3	-	3
Q.C Hall Parking Building	3	-	
Gabriela Silang Eco Park	• · · · · ·	2	2
Q.C. Hall Lagoon	-	2	2
QC Underpass (QC Hall going to Q.C. Hall Underpass)	4	-	4
Outside Quezon City Hall Compound			
QC UInderpass (QMC going to Philcoa Underpass)	4	-	4
Heritage House-QMC	2	-	2
QCU - San Bartolome	36	4	40
QCU - Batasan	6	1	7
QCU - San Francisco	6	1	7
Kabahagi Center, Bgy. Batasan Hills	3	-	3
GSD Warehouse, Bgy. Paligsahan	2	'	2
District Offices (I, II, III, IV & VI)	10		10
QC Receptiom House	6		6
Quezon Memorial Circle	85		85
QCX Museum	6	-	6
5 Storey Bldg with Roofdeck Evacuation Center, Bonifacio St, Bagong Silangan, QC infront of Brgy Hall.	3	-	3
<u></u>	328	32	360

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8.0 PROJECT IMPLEMENTORS

The CGSD 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 CGSD shall coordinate with the respective Administrator of government installation in the implementation of the project.

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

9.0 PROJECT STANDARD & REQUIREMENT

9.1.1 All personnel must submit Health Certificate issued by the Quezon City Health Department in compliance with Article 22, Section 83 of Ordinance No. SP-91,S-93,otherwise known as the "Quezon City Revenue Code of 1993".

9.1.2To 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, stainways 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 supports 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 450 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 Quezon City Government installation.

Organization

- 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 <u>Fair Labor Practice</u>; 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).
- 6. The Contractor shall provide Certificate of Non-Delinquency from Philhealth, Pag-ibig Fund and Social Security System or to submit proof of payments for the past six months to ensure that the contractor is in compliance with all the Government mandated benefits.

Personnel

- 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 training 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.
- 3. All personnel must be provided with identification cards and agency uniforms with agency logo (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 including deployment of janitorial.
- 5. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.
- 6. PPE such as safety shoes, harness, helmets, hand gloves, etc shall be provided by the contractor.

POSITIONS		REMARKS
QUEZON CITY HALL COMPOUND		
Janitorial Supervisor	2	Overhead
Occupational Safety & Health Officer	1	Overhead
Agency Driver	1	Overhead
Janitors/tress/ground sweepers	155	
Landscapers/Gardeners	26	
QC Underpass (QC Hall going to QMC) .	4	
OUTSIDE QC HALL COMPOUND		
QC Underpass (QMC going to Philcoa)	4	
Heritage House - QMC	2	
Kabahagi Center, Brgy Batasan	3	Certification from the contractor that all
GSD Warehouse/Archives, Brgy Paligsahan	2	supervisors and personnel are qualified to their positions.
District Action Office (I, II, III, IV & VI)	10	
QC Reception House	6	
Quezon Memorial Circle	85	
QCX Museum	6	
Quezon City University	46	
KORPHIL, Brgy San Bartolome	8	
5 Storey Bldg with Roofdeck Evacuation Center, Bonifacio St, Brgy Silangan, QC infront of Brgy Hall	3	
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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 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 QCG 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 QCG. 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 QCG.
- 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 wet and dry, heavy duty	1		
Pressure washer, heavy duty	1		
Aluminum ladder, standard size heavy duty	1		
Grass cutter, heavy.duty	2		
Floor polisher, heavy duty	1		
Cordiess Leaf Blower	1		
Buggy, heavy duty	6		
2 way radio	4		
Gun tucker, arrow brand (T-50)	2		
Trowel	1		
Garden Fork	1		
Pruner	1		
By-pass lopper (pruner long type)	11		
Hedge shear(scissor)	1		
Rake	1		
Shovel	1		
Axe	1		
Water hoses (200 mtrs.)	2		
Water sprinklers	4		
Wheel barrow	2		
Push carts	1		
Trolley	1		
Karet	2		
Itak (Heavy Duty)	1		
Piko	1		
Grass scissor	2		
Caution sign / Warning devices	12		
Istalac (Nylon brush 1' inch) for the floor polisher	3		
Pad holder with bracket	2		
Mop Squeezer	6 2		
Trash Bin with Car (Buggy), Big Heavy Duty	2		

QUEZON MEMORIAL CIRCLE/QCX MUSEUM

Equipment and tools	Quantity
Aluminium Ladder	1
Buggy, Heavy Duty	6
Floor Squeegee (length 2m)	4
Caution sign	10
Pressure washer, Heavy Duty	I
Floor Polisher	1
Mop Squeezer	4
Istalac (Nylon brush 1' inch) for floor polisher	3
Pad Holder with bracket	1

KORPHIL (San Bartolome)

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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	2
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	2
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)	4

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
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	1

QCU (Batasan)

Equipment and tools	Quantity
Aluminium ladder, standard size heavy duty	1
Grass cutter, heavy duty	1
Buggy, heavy duty	1
Pruner	11
By-pass lopper (pruner long type)	1
Caution sign / Warning devices	3
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

OTHER GOVERNMENT INSTALLATION

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Equipment & Tools	Quantity
Vacuum cleaner wet and dry, 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	2
Mop Squeezer	1
Trolley	1

The consumables equivalent to Eleven Thousand One Hundred Fifty Seven Pesos and 84/100 (Php. 11,157.84) per person in a year (janitor/janitress) is itemized as follows.

MATERIALS:	UNIT	QTY
Alcohol ,Isopropyl, 70% Solution For Disinfection, per gallon	gal	5
Air Freshener, Aerosol Type 280-320Mi	can	10
All Purpose Cleaner, environmentally friendly	gal	50
Broom Stick with Handle (50"x13"x3")	pc	40
Broom Stick, (Ting-Ting), Standard Size	рс	30
Cotton Hand Gloves (medium)	pair	8
Clog Remover Solution	gai	5
Complete wax, 5L/gal	gai	1
Cotton Mop absorbent Sponge Floor Mop	рс	10
Disinfectant spray 400 gram	can	6
Deodorant Cake, 100 grams	рс	70
Detergent Powder Soap, 800grms/pack, all purpose, good quality	pack	630
Dust Pan (Lata), 9" w x 30" H	рс	10
Dustpan (Plastic), small	рс	10

MATERIALS:	UNIT	QTY
Dust Floor Mop, 80cm with aluminum Handle	рс	1
Dust Floor Mop Refil	рс	3
Franela Cloth, 36"x36", cotton	yrd	6
Fabric Conditioner, assorted scent	gal	60
Furniture Polish, 330ml	can	5
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	80
Liquid Handsoap, assorted scent	gal	30
Liquid Bleach, Multi-purpose, environmentally friendly	gal	55
Mop Handle Stainless, 5 ft metal screw type	рс	12
Mop Head, cotton, 500 gram, white	pc	50
Plastic Spray Gun, 500ml	рс	8
Polishing Pad 16" diameter for polisher	pc	1
Push Brush with Nylon Bristles & wooden handle	рс	3
Rain Coat (Pocho), standard size	рс	2
Round Rags , 6" diameter, cotton	kilo	35
Rubber Force Pump/plunger, big, HD	рс	3
Rubber Hand Gloves, long & thick	pair	10
Rubber Boots	pair	2
Scrubbing Pad, 220mmx140mmx8mm	рс	30
Stripping Pad 16" diameter for polisher	рс	1
Soft Broom	рс	25
Toilet Bowl Brush, plastic bristle with plastic handle	pc	4
Toilet Bowl Cleaner, environmentally friendly, per gal	gal	50
Wastebasket, Non-Rigid Plastic	рс	15
Water Container w/cover plastic High Quality (60 lit)	рс	1

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hundred sixty nine (269) personnel in a month)

QUEZON MEMORIAL CIRCLE / QCX MUSEUM (91 PAX)

Janitor/tress, Ground sweeper

MATERIALS:	UNIT	QTY
Alcohol ,Isopropyl, 70% Solution For Disinfection, per gallon	gal	6
Air Freshner, assorted scent	gal	8
All Purpose Cleaner, environmentally friendly	gal	8
Broom Stick with Handle (50"x13"x3")	рс	15
Broom Stick, (Ting-Ting), Standard Size	рс	10
Clog Remover Solution	gal	2
Deodorant Cake, 100 grams	рс	35
Detergent Powder Soap. 800grms/pack, all purpose, good quality	pack	50
Dust Pan (Lata), 9" w x 30" H	рс	6
Dustpan (Plastic), small	pc	6
Dust Floor Mop, 80cm with aluminuim Handle	pc	1
Dust Floor Mop Refill	рс	2
Fabric Conditioner, assorted scent	gai	10
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	50
Liquid Handsoap, assorted scent	gai	25
Liquid Bleach, Multi-purpose, environmentally friendly	gal	20
Mop Handle Stainless, 5 ft metal screw type	рс	12
Mop Head, cotton, 500 gram, white	pc	25
Plastic Spray Gun, 500ml	pc	5
Polishing Pad 16* diameter for polisher	рс	2
Push Brush with Nylon Bristles & wooden handle	рс	2
Rain Coat (Pocho), standard size	рс	3
Round Rags, 6" diameter, cotton	kilo	30
Rubber Hand Gioves, long & thick	pair	10
Rubber Force Pump/plunger,big, HD	рс	3
Scrubbing Pad, 100mmx70mmx8mm	pc	30

per gal QUEZON MEMORIAL CIRCLE/QCX M	gal USEUM (Co		⊥ ∋ fc
Toilet Bowl Cleaner, environmentally friendly		20	Ī
Toilet Bowl Brush, plastic bristle with plastic handle	рс	4	
Terranova, 5l/gal	gal	1	
Soft Broom	рс	10	

TOTAL CONSUMABLE IN A MONTH

10. Except for the boots, quantity of items described as consumables, equivalent to two (2) 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.

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- 11. The next delivery for the succeeding months should be made, two (2) weeks before the start of the ensuring month.
- 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 QCG has set the Approved Budget of the Contract (ABC) of **ONE HUNDRED** FOUR MILLION FOUR HUNDRED SIX THOUSAND SEVEN HUNDRED FIFTY-NINE PESOS AND 48/100 (Php 104,406,759.48) for one year.

PRICE CONTRACT payable in One (1) year for a minimum of **THREE HUNDRED SIXTY (360)** janitors/tress with provision for an assurance of twenty (20%) RESERVED JANITORIAL PERSONNEL as required by the QCG. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisor.

In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act 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.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-24. Strict monitoring shall be made by the CGSD 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 QCG 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 equipment, 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 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, and janitorial inspectors.

3. Daily Time Report Summary – to be submitted duly signed by the QCG Administrators of different posts and CGSD authorized representative.

4. 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.

5. 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 QCG 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.

14.0 PENALTIES FOR VIOLATIONS

Disciplinary Actions - The QCG 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 QCG 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 1,000.00/day / Janitor/tress
Failure to provide all the required supplies & equipment	P 1,000.00/day / Item / Janitor/tress
Non-compliance to existing Housekeeping rules	P 1,000.00/day / Rule

15.0 SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

The QCG 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 QCG, and destruction of QCG properties and equipment.
- c. When the QCG has violated other obligations required under this contract and refused to comply and/ or remedy the violations within a reasonable period given by the QCG.
- d. When the QCG fails to pay the salaries of employees for any billing period without just cause.
- e. When the QCG finds the CONTRACTOR to have failed in its obligation to any of its employees based on the CONTRACTOR'S agreement with the QCG, 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 QCG 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 QCG stating that the circumstance of force majeure is deemed to have ceased.
- i. The QCG 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 QCG. 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 QCG 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 IV

Attester 45

JOEL G. ESCUETA City Government Assistant Department Head III – Operations

Noted by:

Officer-in-Charge City General Services Department



Republika ng Pilipinas Lungsod ng Quezon Kagawaran ng Lingkurang Panlahat **GENERAL SERVICES DEPARTMENT** 9th & 8th Fir. Main Bidg, Quezon City Hail, Ellipiteal Rd., Dillman, Quezon City Trunkline: 02-89884242 Local No.: 8600 (OIC), RMCD-8624, 8GMD-7329, CWMD-8603, FAMCD-8620/1126, MD-8612/8209, ADMIN-8602, MPMCD-8609 Email Address: and Lacar Lanutry gos. ph / guezonCity.cs./gs.inted.com



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.

In view of the mandated functions of administering cleanliness, sanitation and beautification of the various buildings. 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. JANITOR/TRESS refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
- 3. SERVICE AREA means buildings, premises, compound and facilities of the City Government.
- 4. 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.
- 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.
- 6. **QCG** refers to the Quezon City Government represented by its City Mayor or his representative.
- 7. CGSD refers to the City General Services Department



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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 building 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 city-owned public market facilities located at Quezon City.

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.

2. In urgent cases, the City Government may transfer Janitor/tress from this service area to other City Government owned/acquired properties/facilities, whether within

or outside of this line if public interest so demands. It shall be covered with Notice to Transfer from the CGSD duly conformed by the Contractor.

6.0 CONTRACT DURATION

The Project has **ONE (1) YEAR** duration effective on **January 1, 2025 to December 31, 2025** 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 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, one (1) supervisor and appropriate number of janitorial personnel to maintain the cleanliness and sanitation of the various

city-owned public market facilities located at Quezon City. (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.

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	10	
7. Roxas Public Market	2	
8. San Jose Public Market	2	
TOTAL	50	

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 STANDARD & REQUIREMENT

9.1.1 All personnel must submit Health Certificate issued by the Quezon City Health Department in compliance with Article 22, Section 83 of Ordinance No. SP-91,S-93,otherwise known as the "Quezon City Revenue Code of 1993".

9.12 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) 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

- 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 supports 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 60 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

- 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 <u>Fair Labor Practice</u>; 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).

6. The Contractor shall provide Certificate of Non-Delinquency from Philhealth, Pag-ibig Fund and Social Security System or to submit proof of payments for the past six months to ensure that the contractor is in compliance with all the Government mandated benefits.

Personnel

- 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.
- 3. All personnel must be provided with identification cards and uniforms.
- 4. The Contractor shall at all times, during the term of the Contract, maintain in its employ the following required personnel with the appropriate qualifications, to ensure that the service is being carried out properly and efficiently in the service area including deployment of janitorial.
- 5. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.
- 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 Eleven Thousand One Hundred Fifty-Seven Pesos and 84 /100 only (Php. 11,157.84) per person in a year (janitor/tress) is itemized as follows

VARIOUS PUBLIC MARKET (50 pax)

MATERIALS:	UNIT	QTY
Air Freshener, assorted scent per gal	gal	6
All Purpose Cleaner, environmentally friendly	gal	5
Broom Stick with Handle (50"x13"x3")	рс	15
Broom Stick, (Ting-Ting), Standard Size	рс	12
Clog Remover Solution	gal	1
Disinfectant spray 400 gms	can	5
Deodorant Cake, 100 grams	pc	30
Detergent Powder Soap, 800grms/pack, all purpose good quality	pack	50
Dust Pan (Lata), 9* w x 30* H	рс	12
Dustpan (Plastic), small	рс	6
Fabric Conditioner, assorted scent	gai	7
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	20
Liquid Handsoap. assorted scent	gal	7
Liquid Bleach, Multi-purpose, environmentally friendly	gal	7
Mop Handle Stainless, 5 ft metal screw type	рс	8
Mop Head, cotton, 500 gram, white	pc	16
Push Brush with Nylon Bristles & wooden handle	рс	6
Round Rags, 6" diameter. cotton	kilo	10
Rubber Force Pump/plunger,big, HD	рс	3
Rubber Hand Gloves, long & thick	pair	8
Rubber Boots	pair	5
Scrubbing Pad, 220mmx140mmx8mm	рс	30
Soft Broom	pc	8
Toilet Bowl Brush, plastic bristle with plastic handle	рс	5
Toilet Bowl Cleaner, environmentally friendly, per gal	gal	7
Water pail, plastic (2gal)	рс	1

Consumable for fifty (50) personnel in a month

- Except for the boots, the quantity of items described as consumables, equivalent to one (1) month consumption should be delivered one (1) week before the start of the effectivity of the contract.
- 8. The next delivery for the succeeding month should be made, two (2) weeks before the start of the ensuring month.
- 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 FOURTEEN MILLION FIVE HUNDRED THOUSAND NINE HUNDRED THIRTY EIGHT PESOS AND 82/100 (Php. 14,500,938.82) for one year.

PRICE CONTRACT payable in one year for a minimum of **FIFTY (50)** janitors/tress with provision of an assurance of twenty (20%) RESERVED JANITORIAL PERSONNEL as required by the QCG. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act 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.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-24. 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 equipment, tools, service vehicle and cleaning materials. It shall be made upon the submission of the following documents:

- 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.
- **3. Daily Time Report Summary** to be submitted duly signed by the QCG Administrators of different posts and CGSD authorized representative.
- **4. 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.
- 5. 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 supplies & equipment	required	P 1,000/day / Item / Janitor/tress
Non-compliance to Housekeeping rules	existing	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.
- i. The CLIENT may terminate this CONTRACT, in whole or in part, if it has determined the existence of condition/s that makes project implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law or national or local government policies.

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 GAVETA

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

Attesta

City Government Assistant Department Head III – Operations

Noted by:

FEB, BASS Officer-in-Charge City General Services Department



Republika ng Pilipinas Lungsod ng Quezon Kagawaran ng Lingkurang Panlahat **GENERAL SERVICES DEPARTMENT** 9th & 8th Fir. Main Bidg Quezon City Hall, Elliptical Rd., Diliman, Quezon City Trunkline: 02-89884242 Local No.: 8600 (OIC), RMCD-8624, BGMD-7329, CWMD-8603, FAMCD-8620/1126, MD-8612/8209, ADMIN-8602, MPMCD-8609 Email Address: Concentry gos on Foundation (Higher Andress)



TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR VARIOUS HEALTH CENTERS, LYING-IN AND LABORATORY IN 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 various health centers, lying-in, and laboratory located at Quezon City.

In view of the mandated functions of administering cleanliness, sanitation and beautification of the various buildings. 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 with 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. JANITOR/TRESS refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
- 3. SERVICE AREA means buildings, premises, compound and facilities of the City Government.
- 4. 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 detailed work plan must demonstrate unequivocally the capability of the Contractor to undertake satisfactorily the Project.
- 5. 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
- 6. **QCG** refers to the Quezon City Government represented by its City Mayor or his representative.
- 7. CGSD refers to the City General Services Department

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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 health center, lying-in, and laboratory facilities located at Quezon City.

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. Maintenance of the building and other 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 health center, lying-in and laboratory facilities.

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

2. In urgent cases, the City Government may transfer Janitor/tress from this service area to other City Government owned/acquired properties/facilities, whether within

or outside of this line if public interest so demands. It shall be covered with Notice to Transfer from the CGSD duly conformed by the Contractor.

6.0 CONTRACT DURATION

The Project has ONE (1) YEAR duration effective on January 1, 2025 to December 31, 2025 but shall be subjected to the need of the City Government or once the operations of the health center under City Government has ceased in the stated services. 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, two (2) supervisors and appropriate number of janitorial personnel to maintain the cleanliness and sanitation of the various health center, lying-in, and laboratory facilities located at Quezon City. (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.

AREA	QTY	REMARKS
Janitorial Supervisor	2	Overhead
Janitors/tress/sweeper		
1. Warehouse QC Central Depository Vaccine	2	1
Storage		
2. Molecular Laboratory	2	
DISTRICT		
1. Bago Bantay Health Center	1	
2. Bagong Pag-asa Health Center	1	
3. Balingasa Health Center	1	
4. La Loma Health Center	1	
5. Masambong Health Center	1]
6. Mercedes de Joya Health Center	1	
7. Paltok Health Center	1	
8. Project 6 Health Center & ABTC	1	
9. San Antoniio Health Center	1	
10. San Jose Health Center	1	
11. Toro Hills Health Center & Toro Hills Clinical	1	- +
Laboratory		
12. Project 7 Health Center & Social Hygine Clinic	1	
13. Klinika Project 7 & Microscopy Center	1	
14. San Francisco Super Health Center	1	·
15. San Francisco Lying In Clinic	1	
16. District Health Office (San Francisco Health	1	
Center)		
DISTRICT II		
1. Bagong Silangan Health Center	1	
2. Batasan Hills Annex Health Center	1	
3. Batasan Hills Super Health Center & ABTC	1	
4. Batasan Social Hygiene Clinic & Klinika Batasan	1	
5. Betty Go Belmonte Super Health Center	1	
6. Commonwealth Health Center & Commonwealth	1	
Clinic Laboratory		
7. Doña Nicasia Health Center	1	
8. Holy Spirit Health Center	1	
9. Lupang Pangako Health Center	1	:
10. NGC Health Center	1	
11. Payatas A Health Center	1	
12. Payatas Super Health Center	1	

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14. Arsenia de Jesus Maximo Lying In Clinic	1	
15. Sta Lucia Super Lying In Clinic	1	
16. District Health Office (AJ Maximo Health	1	
Center)		
DISTRICT VI		i
1. Apolonio Samson Health Center & A. Samson Clinical Laboratory	1	
2. Baesa Health Center	1	
3. Banlat Health Center		**
4. Melchora Aquino & ABTC	1	ana ana ing mangana ang ma
5. Magdaleno H. Pedro Health Center	1	
6. Sangandaan Health Center	1	
7. Sauyo Health Center	1	.
8. Tandang Sora Health Center	1	· · · · · · · · · · · · · · · · · · ·
9. Wenceslao dela Paz (Culiat) Health Center	1	
10.District Health Office (Banlat Health Center)	1	· · · · · · · · · · · · · · · · · · ·
11. Republic Health Station	1	
TOTAL	93	

SUMMARY	
	QUANTITY
Janitorial Supervisor	2 (Overhead)
Janitors/tress/sweeper	
Warehouse QC Central Depository Vaccine Storage	2
Molecular Laboratory	2
DISTRICT I	16
DISTRICT II	20
DISTRICT III	13
DISTRICT IV	13
DISTRICT V	16
DISTRICT VI	11
TOTAL	93

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 STANDARD & REQUIREMENT

9.1.1 All personnel must submit Health Certificate issued by the Quezon City Health Department in compliance with Article 22, Section 83 of Ordinance No. SP-91,S-93,otherwise known as the "Quezon City Revenue Code of 1993".

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

Keep designated Service Areas clean eight (8) hours a day five (5) 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) 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 supports 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 150 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 health centers, lying-in and laboratory in Quezon City.

Organization

- 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 <u>Fair Labor Practice</u>; 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 safety officer and 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).
- 6. The Contractor shall provide Certificate of Non-Delinquency from Philhealth, Pag-ibig Fund and Social Security System or to submit proof of payments for the past six months to ensure that the contractor is in compliance with all the Government mandated benefits

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.
- 3. All personnel must be provided with identification cards and agency uniforms with agency logo (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 including deployment of janitorial personnel.
- 5. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.

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 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

unit	6
unit	6
unit	3
unit	6
unit	6
pcs	6
pcs	10
pcs	30
pcs	77
pcs	6
Set	7
unit	6
	unit unit unit unit pcs pcs pcs pcs pcs pcs pcs pcs pcs pcs



B) The monthly consumables equivalent to Eleven Thousand One Hundred Fifty-Seven Pesos and 84/100 (Php. 11,157.84) per person in a year (janitor/tress) is itemized as follows

VARIOUS HEALTH CENTER, LYING-IN AND LABORATORY (93 PAX)

MATERIALS	UNIT	ΩΤΥ
Alcohol Jsopropyl, 70% Solution Fer Disinfection. per gallon	gal	5
Air Freshner, assorted scent	gal	10
All Purpose Cleaner, environmentally friendly	gal	15
Broom Stick with Handle (50"x13"x3"	рс	12
Broom Stick, (Ting-Ting), Standard Size	рс	12
Clog Remover Solution	gal	2
Dipper (tabo) plastic meduim	pc	5
Deodorant Cake, 100 grams	рс	50
Detergent Powder Soap, 800grms/pack, all purpose, good quality	pack	50
Dust Pan (Lata), 9" w x 30" H	pc	10
Dustpan (Piastic), small	рс	6
Fabric Conditioner, assorted scent	gal	15
Garbage Plastic (Big) transparent (37+48). 100pcs/pack	pack	50
Liquid Handsoap, assorted scent	gal	12
Liquid Bleach, Multi-purpose, environmentally friendly	gal	12
Mop Handle Stainless, 5 ft metal scrow type	pc	12
Mop Head, cotton, 500 gram, white	pc	30
Plastic Spray Gun. 500ml	рс	4
Polishing Pad 16* diameter for polisher	pc	2
Push Brush with Nylon Bristles & weeden handle	pc	4
Rain Coat (Pocho), standard size	рс	3
Round Rags , 6" diameter, cotton	kilo	30
Rubber Hand Gloves, long & thick	pair	10
Rubber Force Pump/plunger big. HC	pc	3
Scrubbing Pad. 100mmx70mmx8mm	рс	30
Stripping Pad 16" diameter for polisher	pc	2
Soft Broom	pc	15

Toilet Bowl Brush, plastic bristle with plastic handle	рс	8
Toilet Bowl Cleaner, environmental viriendly per gal	gai	20
Wastebasket, Non-Rigid Plastic	рс	20
Water pail, plastic (2gal)	рс	3
Water Container w/cover plastic High Quality (60 lit)	рс	2

- Except for the boots, the quantity of items described as consumables, equivalent to one (1) month consumption should be delivered one (1) week before the start of the affectivity of the contract.
 - 8. The next delivery for the succeeding month should be made, two (2) weeks before the start of the ensuring month.
 - 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 QCG has set the Approved Budget of the Contract (ABC) for ONE YEAR amounting to TWENTY SIX MILLION NINE HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED FORTY SIX PESOS AND 20/100 (Php. 26,971,746.20) for one year.

PRICE CONTRACT payable in one year for a minimum of **NINETY-THREE (93)** janitors/tress with provision for an assurance of twenty (20%) RESERVED JANITORIAL PERSONNEL as required by the QCG. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act 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.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-24. 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 equipment, 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, and janitorial inspectors.
- 3. Daily Time Report Summary to be submitted duly signed by the QCG Administrators of different posts and CGSD authorized representative.
- 4. 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.
- 5. 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 Quezon City Health 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 inteparable 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 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.
- i. The CLIENT may terminate this CONTRACT, in whole or in part, if it has determined the existence of condition/s that makes project implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law or national or local government policies

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 part

17.0 DAMAGES TO PERSONS AND PROPERTY

The Contractor shall be need 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 ĎGAYETA Acting Chief, Building & Grounds Management Division Special Operations Officer IV

Attested

City Government Assistant Department Head III – Operations

Noted by:

BASS

Officer-in-Charge City General Services Department



Republika ng Pilipinas Lungsod ng Quezon Kagawaran ng Lingkurang Panlahat **GENERAL SERVICES DEPARTMENT** 9th & 8th Fir. Main Bidg. Quezon City Hall, Elliptical Rd., Diliman, Quezon City Trunkline: 02-89884242 Local No.: 8600 (OIC), RMCD-8603, FAMCD-8600/1126, MD-8612/8209, ADMIN-8602, MPMCD-8609 CWMD-8603, FAMCD-8620/1126, MD-8612/8209, ADMIN-8602, MPMCD-8609 Email Address: gsd@quezoncity.gov.ph / guezoncity.go@yahoo.com



TERMS OF REFERENCE (TOR)

JANITORIAL SERVICES FOR AMORANTO SPORTS COMPLEX, MEETINGS, INCENTIVES CONFERENCE & EXHIBIT (MICE) CENTER AND OTHER GOVERNMENT INSTALLATION (Baesa Columbarium, Temporary Mortuary at Project 4 and QC Training Assessment Center at Brgy. Tatalon)

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 Amoranto Sports Complex building, MICE Center and Baesa Columbarium building, Temporary Mortuary at Project 4 and QC Assessment Center at Brgy. Tatalon.

In view of the mandated functions of administering cleanliness, sanitation and beautification of the various building. 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. **JANITOR/TRESS** refers to the janitorial agency personnel task to maintain cleanliness and sanitation of the janitorial site.
- 3. SERVICE AREA means buildings, premises, compound and offices of the City Government.
- 4. 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.
- 5. **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

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VISION : The General Services Department envisions itself to be a Quality Community within the Quezon City Government by delivering responsive and quality general services through committed, service-oriented and technologically advanced personnel
 MISSION : We provide the delivery of general services to the Quezon City Government and its constituents that are: EFFECTIVE, EFFICIENT and ECONOMICAL.



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

- 6. **QCG_** refers to the Quezon City Government represented by its City Mayor or his representative.
- 7. CGSD refers to the City General Services Department
- 8. MICE Meetings, Incentives Conference & Exhibit Center

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 landscape area of the covered area 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. lobbies
 - c. hallways/corridors
 - d. stairways
 - e. roof decks
 - f. window panels
 - g. glass panels/glass door
 - h. columns /post
 - i. diffusers
 - j. fire exits
 - k. grounds
 - I. and other building parts and fixtures
- 2. Gardening, Landscaping, beautification and cleanliness of the grounds
- 3. 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 Amoranto Complex buildings, Meetings, Incentives, Conference & Exhibit (MICE) Center and Baesa Columbarium building, Temporary Mortuary at Proj 4 and QC Assessment Center at Brgy Tatalon.

- All labor
- Appropriate tools and equipment
- Service vehicle with markings and should be always available.
- Supplies and cleaning materials
- 4. In urgent cases, the City Government may transfer Janitor/tress from this service area to other City Government owned/acquired properties/facilities, whether within or outside of this line if public interest so demands. It shall be covered with Notice to Transfer from the CGSD duly conformed by the Contractor.

6.0 CONTRACT DURATION

The Project has **One (1) year** duration effective on **January 1, 2025 to December 31**, **2025** 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 to maintain the cleanliness and sanitation as well as for the beautification of the Amoranto Sports Complex building and Baesa Columbarium building, Temporary Mortuary at Proj 4 and QC Assessment Center at Brgy Tatalon (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

Service Area	No. of Janitors/ground sweepers	No. of gardeners/ Landscapers	No. of Manpower
Amoranto Sports Complex Building	8	2	10
Meetings, Incentives Conference & Exhibit (MICE) Center	15		15
Other Installations			
Baesa Columbarium	6		6
Temporary Mortuary, Project 4 Brgy Marilag, QC	2		2
QC Training Assessment Center at Brgy Tatalon, QC	2		2
		TOTAL	35

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 QCG installation in the implementation of the project.

9.0 PROJECT STANDARD & REQUIREMENT

9.1.1 All personnel must submit Health Certificate issued by the Quezon City Health Department in compliance with Article 22, Section 83 of Ordinance No. SP-91,S-93,otherwise known as the "Quezon City Revenue Code of 1993".

9.1.2 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 supports 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 50 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 Amoranto Sports Complex building and Baesa Columbarium building, Temporary Mortuary at Proj 4 and QC Assessment Center at Brgy Tatalon.

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 <u>Fair Labor Practice</u>; 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).
- 6. The Contractor shall provide Certificate of Non-Delinquency from Philhealth, Pag-ibig Fund and Social Security System or to submit proof of payments for the past six months to ensure that the contractor is in compliance with all the Government mandated benefits.

Personnel

- 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.
- 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 including deployment of janitorial.
- 5. All Janitorial personnel shall be provided by appropriate tools and equipment for their respective assignments.
- 6. PPE such as safety shoes, harness, helmets, hand gloves, etc shall be provided by the contractor.

POSITIONS		REMARKS
Janitorial Supervisor	1	Overhead
Amoranto Sports Complex		
Janitors/tress/ground sweepers	8	
Landscapers/Gardeners	2	
Meetings, Incentives Conference & Exhibit Center (MICE)	15	Certification from the contractor that all
Other Government Installation (Baesa Columbarium, Temporary Mortuary at Proj. 4 & QC Training Assessment Center at Brgy Tatalon)	10	supervisors and personnel are qualified to their positions.
	35	

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 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.
- 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 have their individual tools & equipment required in the performance of their duties.

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

Amoranto Sports Complex (Buildings and Grounds)

Equipment and tools	Quantity
Grass cutter, heavy.duty	2
Floor polisher, heavy duty	1
Buggy, heavy duty	3
Trowel	1
Garden Fork	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear(scissor)	1
Rake	1
Shovel	1
Ахе	1
Water hoses (200 mtrs.)	2
Water sprinklers	1
Wheel barrow	1
Floor squeegee (length 2 m)	1
Trolley	1
Karet	1
Grass scissor	1
Caution sign / Warning devices	5
Istalac (Nylon brush 1' inch) for the floor polisher	1
Mop Squeezer	1
Water Container with cover , plastic high quality, 60 liters	2
Trash can with swing lid, 27x18x4cm, plastic	5

MEETINGS, INCENTIVES CONFERENCE & EXHIBIT (MICE) CENTER

Equipment & Tools	Quantity
Vacuum cleaner wet and dry, 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
Water sprinklers	1
Wheel barrow	1
Caution sign / Warning devices	2
Mop Squeezer	1
Trolley	1
Mop Squeezer	1
Water Container with cover , plastic high quality, 60 liters	2
Trash can with swing lid, 27x18x4cm, plastic	5
Trash Bin with wheels and lids, Heavy Duty,140L (58 * 71 * 101CM), Black	1

OTHER GOVERNMENT INSTALLATION (Baesa Columbarium, Temporary Mortuary at Proj 4 and QC Training Assessment Center at Brgy Tatalon)

Equipment and tools	Quantity
Grass cutter, heavy.duty	2
Floor polisher, heavy duty	1
Buggy, heavy duty	3
Trowel	1
Garden Fork	1
Pruner	1
By-pass lopper (pruner long type)	1
Hedge shear(scissor)	1
Rake	1
Shovel	1
Axe	1
Water hoses (200 mtrs.)	3
Water sprinklers	1
Wheel barrow	1
Floor squeegee (length 2 m)	3
Trolley	1
Karet	1
Grass scissor	1
Caution sign / Warning devices	8
Istalac (Nylon brush 1' inch) for the floor polisher	1
Mop Squeezer	3
Water Container with cover , plastic high quality, 60 liters	3
Trash can with swing lid, 27x18x4cm, plastic	6

The consumables equivalent to Eleven Thousand One Hundred Fifty Seven Pesos and 84/100 (Php. 11,157.84) per person in a year (janitor/janitress) is itemized as follows.

MATERIALS	UNIT	QTY
Air Freshner, assorted scent	gal	1
All Purpose Cleaner, environmentally friendly	gal	1
Broom Stick with Handle (50"x13"x3")	рс	2
Broom Stick, (Ting-Ting), Standard Size	pc	2
Deodorant Cake, 100 grams	рс	8
Detergent Powder Soap, 800arms/oack, all purpose, good quality	pack	5
Dust Pan (Lata), 9" w x 30" H	рс	2
Dustpan (Plastic), small	рс	2
Dipper	рс	1
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	9
Liquid Handsoap, assorted scent	gal	1
Liquid Bleach, Multi-purpose, environmentally friendly	gai	1
Mop Handle Stainless, 5 ft metal screw type	рс	2
Mop Head, cotton, 500 gram, white	рс	4
Round Rags , 6" diameter, cotton	kilo	2
Rubber Force Pump/plunger,big, HD	рс	1
Scrubbing Pad, 100mmx70mmx8mm	рс	8
Soft Broom	рс	2
Toilet Bowl Brush, plastic bristle with plastic handle	рс	2
Toilet Bowl Cleaner, environmentally friendly, per gal	gal	1

AMORANTO SPORTS COMPLEX (Consumable of ten (10) personnel in a month)

MEETINGS, INCENTIVES CONFERENCE & EXHIBITS CENTER (15 pax) $_{\checkmark}$

MATERIALS:	UNIT	QTY
Air Freshner, assorted scent	gal	1
All Purpose Cleaner, environmentally friendly	gal	1
Broom Stick with Handle (50"x13"x3")	рс	2
Broom Stick, (Ting-Ting), Standard Size	рс	2

Cotton Mop Absorbent Sponge Floor Mop, 120 cm(Height), 29 cm (sponge length)	рс	2
Detergent Powder Soap, 800grms/pack, all purpose, good quality	pack	12
Deodorant Cake, 100 grams	pc	9
Dust Pan (Lata), 9" w x 30" H	рс	2
Dustpan (Plastic), small	рс	2
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	12
Hand Brush, nylon, HD	pc	3
Liquid Handsoap, assorted scent	gal	1
Liquid Bleach, multi- purpose,environmentally friendly	gal	1
Mop Handle Stainless, 5 ft (Plastic Frame)	рс	4
Mop Head, cotton, 500 gram	рс	6
Polishing Pad 16" diameter for polisher	рс	1
Rubber Hand Gloves, long & thick	pair	2
Rubber Force Pump/plunger,big, HD	рс	1
Soft Broom	рс	3
Toilet Bowl Brush, plastic bristle with plastic handle	рс	2
Toilet Bowl Cleaner, environmentally	gal	1

MEETINGS, INCENTIVES CONFERENCE & EXHIBIT (MICE) CENTER (Consumable of fifteen (15) personnel in a month)

OTHER GOVERNMENT INSTALLATION (10 PAX) Janitor/tress, Ground Sweeper, Gardeners/landscaper

MATERIALS	UNII	QIY
Air Freshener, assorted scent	gal	1
All Purpose Cleaner, environmentally friendly	gal	1
Broom Stick with Handle (50"x13"x3")	рс	2
Broom Stick, (Ting-Ting), Standard Size	рс	2
Deodorant Cake, 100 grams	рс	8



Detergent Powder Soap, 800grms/pack, all purpose, good quality	pack	5	
Dust Pan (Lata), 9" w x 30" H	рс	2	
Dustpan (Plastic), small	рс	2	
Dipper	рс	1	
Garbage Plastic (Big), transparent (37x48), 100pcs/pack	pack	9	~
Liquid Handsoap, assorted scent	gal	1	
Liquid Bleach, Multi-purpose, environmentally	gal	1	
Mop Handle Stainless, 5 ft metal screw type	рс	2	
Mop Head, cotton, 500 gram, white	pc	4	
Round Rags , 6" diameter, cotton	kilo	3	
Rubber Force Pump/plunger,big, HD	pc	1	
Scrubbing Pad, 100mmx70mmx8mm	рс	10	
Soft Broom	рс	2	ţ
Toilet Bowl Brush, plastic bristle with plastic handle	рс	2	
Toilet Bowl Cleaner, environmentally friendly, per gal	gal	1	
friendly,500ml/bottle			
OTHER GOVERNMENT INSTALLAT personnel in a month)	ION (Cons	umable o	f ten (10

- 10. Except for the boots, quantity of items described as consumables, equivalent to one (1) month 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 month should be made, two (2) weeks before the start of the ensuring month.
- 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) **ONE YEAR** amounting to **TEN MILLION ONE HUNDRED FIFTY THOUSAND SIX HUNDRED FIFTY SEVEN PESOS AND 17/100 (Php 10,150,657.17)** for one year.

PRICE CONTRACT payable in One (1) year for a minimum of **THIRTY FIVE (35)** janitors/tress with provision for an assurance of twenty (20%) RESERVED JANITORIAL PERSONNEL as required by the QCG. The said amount includes supplies, tools, equipment, service vehicle and janitorial supervisors.

In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act 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.

Method of Payment

Payment shall be based on actual services rendered by the Contractor and based on Wage Order No NCR-24. 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 equipment, 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, and janitorial inspectors.

3. Daily Time Report Summary - to be submitted duly signed by the QCG Administrators of different posts and CGSD authorized representative.

4. 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.

5. 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 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 the operations of Amoranto Complex and employees.

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	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

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, 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.
- i. The CLIENT may terminate this CONTRACT, in whole or in part, if it has determined the existence of condition/s that makes project implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law or national or local government policies.

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 (b):

JERRICK D SAYETA Acting Chief, Building & Ground Management Division Special Operations Officer IV

Attested

JOEL G. ESCUETA City Government Assistant Department Head III – Operations

Noted by:

Officer-In-Charge City General Services Department