

## **TERMS OF REFERENCE (TOR)**

### **PEST CONTROL SERVICES ROSARIO MACLANG BAUTISTA GENERAL HOSPITAL**

#### **1.0 RATIONALE AND BACKGROUND**

The Quezon City Government, under the present administration, seeks to procure effective and efficient pest control services for Rosario Maclang Bautista General Hospital (RMBGH) for Fiscal Year 2026.

As mandated under Republic Act No. 9003 (Ecological Solid Waste Management Act), Republic Act No. 8749 (Philippine Clean Air Act), Republic Act No. 9275 (Philippine Clean Water Act), and Quezon City Ordinances on Sanitation and Environmental Protection, the hospital shall maintain a safe and healthy environment free from vectors and vermin that may transmit diseases or cause damage to property.

Hiring a licensed pest control provider is imperative to control pests such as termites, cockroaches, ants, flies, mosquitoes, and rodents through integrated pest management methods, in compliance with Food and Drug Administration (FDA) and Department of Health (DOH) standards.

#### **2.0 DEFINITION OF TERMS**

The following words, expression and abbreviations shall have the meaning hereby assigned to them, except where the context requires otherwise.

1. **CONTRACTOR** – Licensed pest control service provider duly registered with the Department of Trade and Industry (DTI) or Securities and Exchange Commission (SEC), with valid accreditation from FDA, FPA (Fertilizer and Pesticide Authority), and permits required by Quezon City LGU.
2. **CLIENT** – Quezon City Government through RMBGH.
3. **PEST MANAGEMENT PLAN** – Comprehensive work plan detailing pest control strategies, IPM protocols, treatment schedules, and monitoring measures.
4. **CITY GOVERNMENT** – Refers to the Quezon City Government represented by its City Mayor or authorized representative.
5. **CONTRACT** – Legally binding agreement between the City Government and the contractor for pest control services.

#### **3.0 PROJECT DESCRIPTION**

The project covers comprehensive pest control services at RMBGH to eliminate and manage disease-transmitting and destructive pests. Services include soil poisoning, spraying, rodent control, disinfection, and integrated pest management with due regard to safety, public health, and environmental protection.

#### **4.0 PROJECT OBJECTIVES**

- Ensure a pest-free, safe, and sanitary hospital environment.
- Protect patients, staff, and visitors from pest-borne diseases.
- Maintain hospital equipment, structures, and supplies from pest-related damage.
- Comply with DOH infection prevention and control (IPC) requirements and Quezon City Sanitation Code.

#### **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.

- A. Pest Control Treatment
  - Soil Poisoning
  - Wood Drenching
  - Surface Spraying
  - Colony/Mound Demolition
- B. General Pest Control for Flying and Crawling Insects (General Pest) Control
  - Residual/knockdown Spraying
  - Gel Baiting
- C. Rat Abatement Control
  - Trapping
  - Baiting
  - Exclusion
- D. Disinfection Services compliant with DOH Standards

The service to be rendered by the applicant shall essentially consist of providing all labor, supplies and pesticides necessary for the performance of pest control for RMBGH. All methods must align with FDA-approved chemical use, Occupational Safety and Health Standards (DOLE-DOH JAO 2020-0001), and Integrated Pest Management (IPM) principles.

The services under this contract shall include the following:

1. Pest Control (2 times per month or 24 times per year, but not limited to)
  - Surface Spraying
  - Colony/Mound Demolition
  - Flying and Crawling Insects (General Pest) Control
  - Residual/knockdown spraying
  - Gel Baiting
  - Rat Abatement Control
  - Wood Drenching
2. Soil Poisoning (annual or as needed)
3. Disinfection (not limited to 2 times per week or 96 times per year, but not limited to)

## **6.0 AREA OF COVERAGE / SERVICE AREA**

### **1. Rosario Maclang Bautista General Hospital**

- a. Lower Ground Area (Linen and Laundry Area, Sewage Treatment Plan, Powerhouse, Engineering and Maintenance Department, Waste Storage Areas, Mortuary, Parking Area, Gas Manifold Area, Electrical and Auxiliary Rooms, Storage Rooms, Janitorial Area, Elevator Lobby and Rooms)
- b. First Floor (ER, Waiting Area, Radiology Area, OPD Clinics, Pharmacy, Pathology and Laboratory Areas, Medical Records Room, Cashier, Department Head Rooms, Minor Operating Room, Pharmacy, Human Milk Bank, Elevator Area, Hallways, Electrical and Auxiliary Rooms, ER Bay, RMBGH Make Shift Offices, Dialysis, Outside Waiting Areas)
- c. Second Floor (OR Complex, NICU, ICU, Dietary, all Administrative Offices, Pantry, Dietary Area, Canteen, Lobbies and Hallways, Electrical and Auxiliary Rooms)
- d. Third Floor (different wards, Semi private and private rooms, Chapel, Comfort Rooms, Lobbies and Hallway, Electrical and Auxiliary Rooms)
- e. Fourth Floor (Multipurpose Hall, Training Rooms, Storage room, Lobbies and Hallways, Comfort Rooms, Slop Sink Room, Electrical and Auxiliary Rooms)

- f. Roof Deck, ER Bay CR, ER Bay Xray Room, Stairs, Ramps, Fire Exits, Roofing and Gutters, Pump Room, Walk Ways)
- g. Storage Rooms
- h. Any other areas as needed

## **7.0 MANPOWER REQUIREMENTS**

The contractor shall provide at least four (4) pest control technicians for providing General Pest Control Service.

## **8.0 PROJECT STANDARD AND REQUIREMENTS**

Inspection and evaluation of premises for Pest Control Treatment. It should be followed that within fifteen (15) days of the effectivity of this agreement, the **CONTRACTOR** will inspect the **CLIENT** for the purpose of identifying potential problem areas that may be contributing to pest infestation within the facility, making recommendations for corrective measures that should be implemented and developing a comprehensive integrated pest management plan. The **CONTRACTOR** will then submit the following to the **CLIENT** before the start of implementation:

1. Method Statement for Pest Management and Disinfection.
2. A schedule for the implementation of the pest control and disinfection.
3. Material Safety and Data Sheet of pesticides, chemicals and other solutions that will be used for pest control.
4. Create a Logbook to document Pest Sighting and Treatments.

The **CONTRACTOR** further agrees to abide by the existing health and safety, environmental and quality procedures as being implemented by the **CLIENT**.

- A. Ensuring proper disposal of wastes generated in conducting pest control services with paramount concern in minimizing and eradicating its effect on our environment.
- B. Ensuring that technical person who will conduct regular pest control services will be in proper company uniform with identification cards and shall use protective gears in the performance of their function.

Additional required documents relevant to the Project that are required by existing laws and/or the Procuring Entity.

- Affidavit of undertaking stating that the Chemical to be used should be environmentally friendly and duly approved by the FDA and BFAD
- Organizational Chart and List of Manpower
- Certificate of Site Inspection from end user.
- Certificate that their staffs/management will abide City Ordinance for the prohibition of Single-Use Plastic and Non-Smoking Policy of the Hospital.
- Certificate that they will abide with Green Procurement Act "Republic Act No. 11898".
- Sanitary Permit
- Statement of Warranty for Pest Control Service – minimum of one (1) year

## **9.0 PROJECT IMPLEMENTATION**

The parties hereto agree that the personnel of the **CONTRACTOR** may be subjected to on-the-spot search inspection by the **CLIENT'S** security guards on duty whenever entering and/or leaving the premises;

The **CLIENT**, on the other hand, before the **CONTRACTOR** renders pest control services should do the following:

*To cover all equipment's (especially computers) and aquariums.  
Smoke detectors should be temporarily disconnected.  
Remove all foodstuffs and cover food utensils.  
Smoking is prohibited.*

No employees are allowed to enter the area during the treatment except the one designated by the **CLIENT** to assist the **CONTRACTOR**. Monitoring for the General Pest Control Treatment. Service call/monitoring inspections will be limited to list specific areas that will be inspected and the perimeter of the facility unless pest activity or sightings in other areas have been reported. In the event of pest activity or sighting, the **CLIENT** shall notify the **CONTRACTOR** the same and the **CONTRACTOR** undertakes to take action within three (3) days from such notice.

The **CONTRACTOR'S** Pest Control Services under this contract shall include the following

- Pest Control
- Soil Poisoning
- Wood Drenching
- Surface Spraying
- Colony/Mound Demolition
- Flying and Crawling Insects (General Pest) Control
- Residual/knockdown Spraying
- Gel Baiting
- Rat Abatement Control
- Disinfection

An appraisal of the integrated pest management program will be conducted monthly by the representative of the **CONTRACTOR** and of the End-user. A determination will be made as to the effectiveness of the program and revisions will be made to correct potential problems.

The **CONTRACTOR** shall provide and supply all chemicals, equipment's, and competent manpower needed to perform and satisfy services stipulated above. The **CONTRACTOR** hereby guarantees that it shall only use safe and effective formulation approved by the Food and Drug Administration (FDA) and other concerned Government Agencies, and shall assign and guarantee competent, honest service technicians to undertake the required services to assure the proper application and treatment;

#### **10.0 PROJECT DURATION**

The project duration is twelve (12) months upon issuance of Notice to Proceed.

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

#### **11.0 BUDGET AND BASIS OF PAYMENT**

The City Government has set the Approved Budget for the Contract (ABC) of **One Million Six Hundred Ten Thousand Pesos Only (Php1,610,000.00)** for twelve (12) months. Fixed contract payable for twelve months.

Payment shall be based on actual services rendered by the Contractor; strict monitoring shall be made by RMBGH in order to ensure the efficient performance of pest control provider.

The City Government shall pay the Contract based on the latter's actual performance of the services under the contract and bid specifications taking into consideration the number of personnel posted, the contract rate per month and the deduction for penalties committed and other charges, if any, for that particular month. It shall be within (45) days upon the submission of the following documents, provided. However, that submitted documents are check by Client and found free from error or mistakes. All payments shall be subject to post audit by the COA.

1. **Statement of Account (billing)** – to be submitted by the pest control service agency to the Property & Supply Section, Rosario Maclang Bautista Gen. Hospital (RMBGH) once a month (30<sup>th</sup> of the months) for preparation of disbursement voucher.
2. **Certification / Summary of Expenses / Request of Allotment** – to be prepared by the Budget Section, RMBGH along with the voucher to be signed by the Hospital Director.
3. **Certificate of Acceptance** – to be prepared by the Property & Supply Section and to be signed by Hospital Director in accordance to COA Circular 92-386.

#### **12.0 PERFORMANCE STANDARDS**

1. 95% reduction in visible pests within 30 days.
2. Zero major pest-related hospital-acquired infection (HAI) incidents.
3. Compliance with DOH licensing/inspection standards.

#### **13.0 PENALTIES**

1. 1% deduction per week of non-performance or failure to meet standards.
2. Possible contract termination per RA 12009 IRR Section 71 on termination for default.

#### **14.0 SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT**

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

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

#### **16.0 ASSIGNMENT / PROHIBITION AGAINST SUB- CONTRACTING**

This contract or any portion thereof shall not be assigned transferred or ceded to any other or parties without written consent of the client. The contractor is further prohibited from sub- contracting any obligation in this contract to any other party.

**17.0 DAMAGES TO PERSONS AND PROPERTY**

The Contractor shall indemnify and keep indemnified the City Government against all losses and claims for injuries or damages to any person or property, whatsoever which may arise or in consequences of the performance of this contract and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect of in a relation thereto.

**18.0 DELAY AND EXTENSION OF TIME**

Unless extraordinary events or conditions set forth in the following paragraph supervene, the contract time stipulated for the supply, delivery and installation of the commodities shall not be extended.

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

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