TERMS OF REFERENCE
FOR PROCUREMENT OF JANITORIAL SERVICES
FOR THE YEAR 2027

I. QUALIFICATIONS OF THE CONTRACTOR
Must be a duly licensed and registered Service Contractor in accordance with DOLE Department Order No. 174, Series of 2017 (D.O. No. 174 s, 2017).
Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
Must present a Client Satisfaction Rating from at least three (3) government agencies or private corporations within or around Metro Manila for the past three (3) to five (5) years, with whom the contractor has a past or ongoing contract.
Must be based in or around Metro Manila.
Must have at least five (5) years experience in the business.
Must have Net Financial Contracting Capacity (NFCC) at least equal to the Approved Budget for the Contact (ABC).
Must submit a copy of the Company's Organizational and Functional Set-up.
Must submit a copy of the Company's actual number and kind of equipment used in its business operations.
Must have at least one hundred (100) janitors/service partners deployed.

II. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR
Must submit a sworn statement that it is compliant with the Labor Laws and Other Social Legislations as mandated by Section 54.3 of the Implementing Rules and Regulations of Republic Act (R.A.) No. 12009 or the New Government Procurement Reform Act.
Must provide certifications from the proper government agencies that it is religiously paying the Social Security System, Pag-ibig Fund and PhilHealth Insurance contributions as mandated by law, as well as income taxes (if applicable) of the employees to be assigned at the Office of the Solicitor General (OSG).
Must warrant that its employees are paid not less than the minimum wage as provided by law.
The Contractor shall endeavor to pay its employees the minimum wages notwithstanding any national or medical emergencies.
The Contractor shall exhaust all possible availment of financial aid from the Department of Labor and Employment (DOLE) and/or any government agencies or financial institutions during any national or medical emergencies.
The Contractor shall provide transportation services to its employees during national or medical emergencies.
The Contractor shall ensure that its employees have been certified to be drug-free upon completion of illegal drug use testing. The Contractor shall cooperate with the OSG in maintaining a drug-free workplace and preventing and controlling the spread of COVID-19 or other infectious diseases in the OSG premises. In the event that any of its employees has been suspended for work or need to undergo self-quarantine or treatment due to COVID-19 or other infectious diseases, the Contractor shall ensure the timely substitution of its employee/s for orderly performance of duties and work continuity.

Upon request, the Contractor must provide the OSG with documents to verify the identity of the contractual employees assigned to the premises.
Must provide the OSG's Chief Security Officer with a complete and up-to-date list and photographs of its contractual employees assigned to the premises.
Must submit to the OSG within the first five (5) days of every month a statement signed by the Contractor's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employee assigned to the OSG for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.
Must submit to the OSG within the first ten (10) days of every quarter a copy of its duly accomplished forms signed by the authorized Contractor's signature of the quarterly Social Security System (SSS) remittance form together with the corresponding check voucher.
The Contractor shall have direct supervision and control over all contracted employees.
As an employer, the Contractor shall have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the employees who shall be assigned to the OSG. The OSG may request the replacement janitors for justifiable reasons.
The Contractor shall assume full responsibility and undertake to reimburse the OSG for any loss, damage, or injury caused to the OSG or its employees' properties or premises, arising from or occasioned by the Contractor's employees' act or omission.
The Contractor shall take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to any person and property and shall at all times save the OSG from any claim for damage arising therefrom.
The Contractor shall provide cleanliness and maintenance services to the OSG for eight (8) hours a day, six (6) days a week, from Monday to Saturday.
The Contractor shall prepare the weekly schedule of the janitors and ensure that a janitor shall only work eight (8) hours a day, five (5) days a week.
The Contractor shall prepare the weekly schedule which shall ensure the availability of a skeletal cleaning workforce of at least seven (7) janitors on Saturdays.
The Contractor shall ensure the availability of the replacement janitor in case of an unscheduled absence of a janitor for orderly performance of duties and work continuity. The identity of said replacement janitor shall be disclosed to OSG prior to assignment or deployment.
The Contractor must provide the employees assigned to the OSG with proper uniforms. The Contractor must ensure that all employees wear the prescribed uniform at all times while on duty. *(Type A-Polo, slacks & Type B- Polo shirt slacks)*
As the need arises, the Contractor must provide additional personnel or reduce the number of personnel assigned and the corresponding cleaning materials upon request of the OSG under the same rate and manner of payment.

III. BUDGET

Nine Million Three Hundred Thousand Pesos (P9,300,000.00), inclusive of all the government taxes, charges, and the standard administrative fee.

IV. COMPLEMENT
Twenty Six (26) Janitors
One (1) Working Supervisor

V. HOURS OF WORK
The Contractor shall provide cleanliness and maintenance services to the OSG for eight (8) hours a day, six (6) days a week, from Monday to Saturday.
Each Janitor and the Supervisor shall work only for eight (8) hours a day, five (5) days a week. The Contractor shall be responsible for preparing the weekly schedule of its employees.
In case the OSG Administrative Division determines that due to extraordinary circumstances that require work in excess of the prescribed total number of cumulative hours in a week or month, the Janitor and/or Supervisor who render work will be compensated for the number of hours in excess of the prescribed total number of cumulative hours in a week or month. The OSG Administrative Division shall signify the need for work during extraordinary circumstances through a formal written authorization form approved and signed by the OSG Administrative Division Head, stating with particularity therein the extraordinary circumstances that require work. Compensation is subject to written documentation and certification of the number of hours in excess of the prescribed total number of cumulative hours in a week or month.

VI. QUALIFICATIONS OF THE SUPERVISOR
Of good moral character and reputation, courteous, alert and without any criminal or police record.
Physically and mentally fit.
Must possess at least a Vocational Diploma or a Bachelor's/College Degree.
At least three (3) years of relevant supervisory experience.

VII. QUALIFICATIONS OF THE JANITORS
Of good moral character and reputation, courteous, alert and without any criminal or police record.
Physically and mentally fit.
At least a high school graduate and with at least one (1) year experience as a janitor.

VIII. SCOPE OF WORK

A. DUTIES AND RESPONSIBLITIES OF THE SUPERVISOR
Must submit to the Chief of the OSG General Services Section every first Monday of the Month, a monthly Manpower Deployment Schedule.
Must ensure compliance with the Manpower Deployment Schedule.
Must submit to the Chief of the OSG General Services Section a projected monthly and semi-annual schedule of general cleaning within fifteen (15) days from assumption of duties.
Must schedule work assignments, set priorities, and direct the work of subordinate employees in coordination with the Chief of the OSG General Services Section.
Must evaluate and verify employee performance through the review of completed work and assignments and work techniques.

Must submit to the Chief of the OSG General Services Section the performance evaluation of its janitorial staff, the completed and actual data or information as regards deployment of janitors, and the inventory and listing of tools, equipment and supplies distributed at various units of the OSG every first Monday of the month.
Must submit Maintenance and Safety Plan every first Monday of the month.
Must ensure that proper labor relations and conditions of employment are maintained.
Must ensure implementation, enforcement, and compliance with the OSG rules and regulations relative to the maintenance of cleanliness and sanitation of office premises.
Must maintain records, prepare reports, and compose correspondence relative to the prescribed scope of work. Such documentation shall be readily available for review and inspection by the OSG General Services Section.
Must make the rounds to check crew coverage in designated work areas.
Must conduct inspections and investigations of complaints.
Must conduct a daily inspection of the premises to ensure clean and safe conditions.
Must inspect equipment for cleanliness and repair.
Must ensure delivery of the supplies needed by the deployed janitor for the month and submit therewith a list/inventory thereof to the Chief of the OSG General Services Section every first Monday of the month.
Must determine, on a monthly basis, the materials, supplies and equipment needed.
Must submit every first Monday of the month to the Chief of the OSG General Services Section a report of the supplies consumed during the previous month and an inventory of the remaining supplies to be consumed for the year.
Must perform other services necessary or desirable for the maintenance and upkeep of the office premises and minister to the efficient rendition of public duties and services by, and convenience or safety of OSG officers, employees and visitors.
In case the first Monday of the month falls on a holiday or there is suspension of work in government, the required submission of documents under this section will be on the next working day.

B. BUILDING HOUSEKEEPING

1. DAILY JANITORIAL ACTIVITIES
Sweeping, damp mopping, scrubbing, and spray buffing of all floors - including elevators - to maintain luster and shine at all times.
Cleaning of interior glass panels and their appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.
Cleaning, dusting and damp wiping of office furniture, fixtures and equipment and application of appropriate furniture polish to maintain luster and shine at all times.
Keeping stairways, fire exits, and entrances clean and free of obstruction at all times.
Cleaning, sanitizing and disinfecting OSG premises such as but not limited to office divisions/rooms/spaces, hallways, routes of entry and exit, comfort room urinals, lavatories, toilet bowls, wash room basins, and all other areas as may be necessary to maintain safe and healthy workplace.
Checking and reloading of required liquid hand soap and other toilet supplies.

Cleaning of wastebaskets and vertical and horizontal blinds.
Sweeping, vacuum cleaning, and stain spotting of carpeted rooms and other similar facilities.
Sweeping of driveways, dumpsite and surroundings.
Informing the Building Administrator and the Chief of the OSG General Services Section, of any defective conditions such as busted bulbs, leaking faucets/ cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings.
Cleaning of kitchens, pantries and cabinets.
Washing of dishes, glasses, and utensils.
Washing of tablecloth, seat cover and other office fabric related materials.
Movement and transfer of furniture, equipment, supplies and materials as maybe necessary and only upon the instruction of the Chief of the OSG General Services Section.
Collection and disposal of trash and other trash materials to the garbage dump, compliant with R.A. No. 9003 (Ecological Solid Waste Management Act), City Ordinances and Makati Commercial Estate Association, Inc. (MACEA) rules and regulations.
Perform other services necessary or desirable for the maintenance and upkeep of the office premises and minister to the efficient rendition of public duties and services by, and convenience or safety of OSG officers, employees and visitors.

2. WEEKLY JANITORIAL ACTIVITES
General cleaning, washing, scrubbing and polishing of floors, hallways, comfort rooms and washrooms, interior glass panels, and baseboards.
General cleaning of wall partitions (including vacuum cleaning) and other vertical surfaces.
General cleaning of offices including dusting, spot scrubbing, and dump wiping of office furniture, fixtures and equipment, and application of furniture polish.
Sweeping and washing of driveways, dumpsite, and surroundings.

3. MONTHLY JANITORIAL ACTIVITIES
General cleaning of office premises.
Cleaning and application of polishing solution to the vertical/horizontal walls, dividers, and ledges of the division premises.
General cleaning of wall partitions (including vacuum cleaning) and other vertical surfaces.
General cleaning of the OSG parapets.
General cleaning of the OSG basement.
General cleaning of offices including dusting and damp wiping of office furniture, fixtures and equipment, and application of furniture polish.
General cleaning of surfaces, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services.
Cleaning and dusting of file rooms.
Cleaning and de-clogging of decks, gutters, downspouts and storm drains.
General cleaning of light diffusers and other receptacles.

4. SEMI-ANNUAL JANITORIAL ACTIVITIES
General cleaning, washing, scrubbing and polishing of floors, hallways, comfort rooms and washrooms, interior glass panels and baseboards.

Stripping and scrubbing of old coat wax, reapplication of new coat and polishing.
Shampooing of carpets.
General cleaning of wall partitions and other vertical surfaces.
General cleaning of offices including dusting and damp wiping of office furniture, fixtures and equipment and application of furniture polish.
General cleaning of exterior glass panels and their appurtenant steel or aluminum frames.
General cleaning of surfaces, crevices, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services.
Cleaning and dusting of file rooms.

C. GROUND MAINTENANCE

Trimming of grass and shrubs as necessary.
Watering of flowering plants, shrubs and grass as necessary.
Bringing out to sun potted plants as necessary.
Application of fertilizers to plants as necessary.
Sweeping of grounds and parking areas of dust, litter, and other debris.
General cleaning and washing of parking areas of accumulated dust and oil stain.

D. SPECIAL SERVICES

Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures, and fire incidents.
Report to the Chief of the OSG General Services Section repairs or maintenance requirements pertaining to civil, mechanical, electrical and plumbing facilities of the building for proper disposition as well as requirement for pest control.
Assist in loading and unloading of cargoes or in the hauling and porting of furniture and thing from one place to another when necessary.

CLEANING SUPPLIES, TOOLS AND EQUIPMENT

The Contractor must be equipped with the following:

Equipment	Quantity
Heavy Duty Floor Polisher 16" or 18" with Accessories	5
Wet and Dry Vacuum (extreme big/heavy duty)	2
Mop Squeezer with Bucket	7
Caution Sign with Accessories	26
Aluminum Ladder 8ft.	2
Heavy Duty Extension Cord	3
Garden Hose 5/8"x50	1
High Pressure Portable Washer	1
Marble Buffing Equipment (Reg. size)	2

The Contractor must ensure that its janitors shall always be equipped with the following:

Tools	Description	Quantity	Annual Allocation
Toilet Bowl Pump	Standard size	27	1 per janitor
Toilet Bowl Brush	Standard size	108	4 per janitor
Soft Broom	Standard size	108	4 per janitor
Stick Broom	Standard size	27	1 per janitor
Mop Handle	Aluminum Handle	54	2 per janitor
Mop Head	Nylon thread	108	4 per janitor
Dustpan	Plastic-Standard size	54	2 per janitor
Push Brush	Standard size, heavy duty	27	1 per janitor
Spray Bottle	500ml	108	4 per janitor
Pail	10 liters	27	1 per janitor
Glass Squeegee	Large with handle	27	1 per janitor
Spatula	Metal with rubber handle	54	2 per janitor
Feather Duster	Standard size	54	2 per janitor
Hand Gloves	Heavy duty	108	4pairs per janitor

The Contractor shall provide its janitors with the following **consumables** and **supplies:**

Consumables	Description	Quantity	Annual Allocation
Sponge	Combination of Scrubbing Pad and Foam – regular size.	648 pieces	24 per janitor
Round Cloth Rags	Regular size	528 kg.	As needed
Flannel Rags	Rectangular- 12"x18"	132 pieces	4 per janitor
All Purpose cleaner		514 gallons	As needed
Detergent Powder Soap	For cloth cleaning	264 kg	As needed
Bleaching Solution/ Disinfectant		324 gallons	12 per janitor
Furniture Polish	Elongated Shape-Canister 330ml Shine Furniture Cabinets, Counter tops, Vinyl and Leather	648 canisters	24 per janitor
Fabric Conditioner		12 gallons	As needed
Wax Stripper	Heavy-Duty Liquid Floor StripperF1 Net Content: 5L UN Classification: SKU: 5161911	12 gallons	As needed
Complete Wax	Long-Lasting Durable Liquid Floor Finish F2dz Net Content: 5L SKU: 5161831	137 gallons	As needed

Consumables	Description	Quantity	Annual Allocation
Crystallizer	Crystallizer Net Wt. 5 L HH950028 Magnesium Silicoflouride	5 gallons	As needed
Dishwashing Liquid	w/ Antibac	264 gallons	½ gal/division/ month
Garbage Bag	Small	9,000 pieces	As needed
Garbage Bag	XXXL-Large	19,000 pieces	As needed
Steel Wool	16 giant pads-200 grams/ream	120 reams	As needed
Toilet Bowl Cleaner		40 gallons	As needed
Carpet Shampoo		12 gallons	As needed
Glass Cleaner		10 gallons	As needed
Deodorant Cake	50g - 99% Paradichlorobenzene	2,112 pieces	4pcs/division/ month
Metal Polish	Regular size	24 pieces	As needed
Hand Pad	Green scrubbing pad rectangular shape	264 pieces	As needed
Polishing pad	White 16" diameter round	72 pieces	As needed
Scrubbing pad	Green 16"	24 pieces	As needed
Stripping pad	Black 16"	24 pieces	As needed
Air Freshener		648 canisters	2 per janitor/ month
Doormat	Rectangular Shape Standard Size 20"x12"	792 pieces	As needed
Hand Soap (liquid)	Scented; antibac/germicidal	264 gallons	6 per division or as needed
Insecticide Spray	500ml, Odorless	144 canisters	As needed

VIII. OTHER MATTERS

A. *Furnishing of Bond* - The Contractor shall furnish the OSG with a valid and sufficient Bond in accordance with the rules set forth under R.A. No. 12009 and its Implementing Rules and Regulations.

B. *Wage Increase* - Should there be any wage increase in favor of the assigned personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Contractor, is entitled to receive the same. The Contractor, however, must first inform the OSG in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.

C. *Renewal Clause* - Except to the extent as otherwise provided in the Contract, and subject to the provisions of R.A. No. 12009, the parties shall extend the Contract on a week-to-week or month-to-month

basis under the same applicable terms and conditions especially as to scope of services and quality of work, in the event no new Contract is awarded after the expiration of the present Contract. The extended term shall automatically terminate upon effectivity of the new contract.

D. *Waiver*- Failure of either party to insist upon the strict performance of any of the terms of the agreement shall not be construed as a waiver thereof or of any other terms.

TECHNICAL WORKING GROUP (TWG):

SONNY VON N. RUAYA
Assistant Solicitor General
Chairperson, TWG

Members:

STANLEY ANTHONY V. CABRERA IV
State Solicitor II

ANGELICA ANNE B. RECTO
State Solicitor I

CHERYL GRACE M. RABE
Associate Solicitor III

EMMANUEL EUMIR F. SONGCUYA II
Associate Solicitor III

MA. ERIKA G. ATAD
Administrative Officer V

KRIZTLE MARIE JOY N. ENCINARES
Senior Administrative Assistant III

ELSIE R. TANAY
Administrative Officer II

FRANCISCO D. CENTENO
Process Server