

LAGUNA LAKE DEVELOPMENT AUTHORITY

TERMS OF REFERENCE

PROCUREMENT OF MULTI-YEAR JANITORIAL SERVICES CONTRACT FOR THE LLDA

A. BACKGROUND

The Laguna Lake Development Authority is in need of a reputable contractor that will provide efficient janitorial, cleaning and technical services with a pool of well trained personnel to ensure cleanliness and sanitation of its office premises, grounds and buildings, including related facilities.

B. MINIMUM QUALIFICATIONS OF THE BIDDER

Bidder must:

1. Have been engaged in the business for the past five (5) years, reckoned from date of opening of bid.
2. Have at least one (1) completed contract with a private or government agency/office/corporation for the last three (3) years (2018, 2019 and 2020)

C. SPECIFIC PROVISIONS

1. The Contractor shall provide LLDA with janitorial and technical services composed of qualified, efficient, competent, well-trained, courteous janitors and technician as may be required by LLDA from time to time. In addition to the foregoing, the janitors employed by the Contractor shall possess the following qualifications:
 - (a) Must be of good moral character, without criminal and/or police records. Each janitor and technician shall be provided by the Contractor with complete uniform.
 - (b) Must be physically and mentally fit, as evidenced by a medical certificate issued by a reputable Medical Service Agency.

Any misrepresentation by the Contractor with respect to such qualifications shall be ground for the termination/cancellation of the Contract.

2. It is understood that the Contractor's personnel shall be provided with ID cards for their identifications and that they shall be subjected at all times to on-the-spot search upon entering, leaving or during their stay inside the LLDA premises. Contractor shall, therefore always provide LLDA of an updated list of its personnel assigned thereat.
3. The Contractor hereby acknowledges that no authority has been conferred upon it by LLDA to hire any person or persons in behalf of LLDA, and it is understood that

each person or persons employed or utilized by the Contractor in carrying out the janitorial and technical services shall be paid by and considered as exclusive employee or agent of the Contractor and as such LLDA shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to the Contractor and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors.

The Contractor holds LLDA free and harmless from any claim whatsoever from its janitors, technician and personnel.

4. Any janitor and/or technician reported as undesirable by LLDA shall be immediately replaced by the Contractor upon written request by the Head of the Agency or his duly authorized representative.
5. During the duration of the Contract, LLDA reserves the right to increase or decrease the number of janitors and technician stipulated in this TOR.
6. LLDA, in case of disagreement or controversy regarding the restitution of any LLDA property lost, damaged or destroyed during the term of the Contract, shall create an Investigation Committee composed of two (2) officials from the LLDA and one (1) from the Agency whose decision shall be final unless otherwise reversed by the Head of the Agency. Immediately after it has been determined that the contractor is at fault, the latter shall immediately pay LLDA the cost of the lost items; otherwise, LLDA shall withhold such amount from the contractor's billings.

D. SCOPE OF WORK

The following is the Scope of Work for the Contract for Janitorial and Technical Services. LLDA may provide specific work assignments to the assigned janitors and technician with respect to minute details of the work, such as the number of janitors/janitress and technician and other minute details that LLDA may deem necessary as called for any situation, or janitorial and technical requirements as advised by the Agency with LLDA's approval.

1. The Contractor shall provide the Janitorial and Technical Services needs of LLDA and shall be responsible in:
 - (a) Providing the Janitors/Janitresses and Technician with their uniform, cleaning tools, working tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial and technical services;
 - (b) Providing an initial janitorial and technical force consisting of seven (7) personnel, one (1) working supervisor and one (1) multi-skilled technician;
 - (c) Providing janitorial and technical services that will work from 7:00am to 5:00pm from Monday to Friday and shall report from 7:00am to 4:00pm on two (2) Saturdays in a month.

(d) Designating a full time working supervisor who shall tasked in ensuring the proper execution of all janitorial and technical activities from 7:00am to 5:00pm from Monday to Friday and 7:00am to 4:00pm on two (2) Saturdays in a month.

(e) Ensuring that the janitorial and technical force of personnel shall be distributed to the following areas and in accordance with the following working hours:

From	To	Assignment
7:00am	4:00pm	6 Personnel who shall be responsible in the upkeep and maintenance of the office areas including the hallways, waste handling rooms, rest rooms, equipment rooms, MRF, electrical rooms, office rooms, laboratory, roofdeck and the collection of garbage and segregation. Area of Assignment: 1 Personnel – Assigned at the Ground Floor 1 Personnel – Assigned at the 2 nd Floor 1 Personnel – Assigned at the 3 rd Floor 1 Personnel – Assigned at the 4 th Floor 2 Personnel – Assigned at the 4 th Floor Laboratory
8:00am	5:00pm	1 Personnel who shall be responsible for the upkeep and maintenance of the garden plants and landscaping at the ground floor, pocket gardens at the 2 nd , 3 rd and roof deck level.
7:00am	4:00pm	1 Working Supervisor who shall monitor his staff and assist in the upkeep and maintenance of the LLDA premises.
7:30am	4:30pm	1 Multi-skilled technician who shall maintain the LLDA facility. Knowledgeable on painting works, masonry works, carpentry works and basic painting. He must be also skilled in building electrical systems and knowledgeable on the building plumbing systems and shall assist the janitorial personnel in the upkeep and sanitation of the LLDA premises should the need arises.

2. The Contractor shall ensure availability of relievers for continuous and uninterrupted service in case of inability of regular personnel to report for work.
3. The Contractor shall be duly licensed and registered with the appropriate Government Agencies including the Social Security System.

4. Work Activities:

The activities of the Contractor covering areas as stated in the Scope of Work items shall be as enumerated hereunder but not limited to this list. These must be observed and complied with as required daily, weekly and monthly.

A. Daily Routine Operations:

- a. Cleaning and polishing of the general and executive offices located in all floors, including lobbies, stairways, landing, corridors and elevators;
- b. Cleaning, waxing and polishing of all furniture, fixtures, artworks, counters, floors, walls, windows, vertical and horizontal areas and ceiling;
- c. Proper trash disposal including waste baskets and other receptacles, including the upkeep and maintenance of the Material Recovery Facility (MRF);
- d. Cleaning, sanitizing and disinfecting of comfort rooms and wash rooms. Supplies such as toilet disinfectants, toilet papers and liquid soap must be replenished as required;
- e. Cleaning of driveways, parking area, pond, equipment rooms, electrical rooms, pump rooms, generator set room, cafeteria and laboratory;
- f. Maintenance of the plants around the perimeter, pocket gardens at the 2nd and 3rd floors and roofdeck, including those inside the general and executive offices;
- g. General inspection of all electrical rooms and water supply lines and drain lines on all levels including the comfort rooms located at the executive offices and common floor areas (For multi-skilled technician);
- h. General inspection of all architectural and structural aspect of the building for possible repairs to be done (i.e. wall and floor cracks, paint damages, rust on metal installations, etc.) (For multi-skilled technician)

B. Bi - Weekly Operations:

- a. Washing and cleaning of interior and exterior window glass and panels;
- b. Removing the cobwebs in the ceiling of rooms, exits, stairways and likely places;
- c. Maintenance of gardens and plants at perimeter and pocket gardens at 2nd, 3rd and roofdeck area;
- d. Washing of tables and chairs at the Ground Floor alfresco area;
- e. Cleaning of light diffusers. This involves removal, dusting and/or cleaning of stains on the external part of the light diffuser and/or receptacle;
- f. Spot scrubbing of dirt outside the walls of rooms. This involves scrubbing of spots, stains or smudges on interior walls and outside walls which may require the use of chemicals or detergents to restore the original luster;
- g. Reporting damage building accessories and furniture for replacement and/or repair. This requires inspection of fixtures, gadgets, furniture and similar items. Result of inspection can be reported to Administrative Division for appropriate action;
- h. Scrubbing and waxing of floor areas, lobbies, stairways, fire exit ways and landings. These areas are to be scrubbed with suds, dried, waxed and polished;
- i. Pressurized washing of pathwalks, ramps, concrete floors and/or walls;
- j. Cleaning roof decks – this involves sweeping off dust and collection and disposal of dry leaves and other waste materials that may obstruct the flow of water into drains or downspouts;
- k. Cleaning of office desk, chairs and tables;
- l. Electrical circuit breaker testing. This involves the use of specialized tools to check the integrity of all electrical circuits including the resistance, current and output voltage of each electrical circuit breakers of the building to ensure the ample flow of electricity to be used on lightings, power outlets and other equipment that needed stable electricity to maintain its optimum performance during operations (for multi-skilled technician).

5. Special Activities

In case there will be special activities (other than routine) such as Anniversary Celebrations, fairs, exhibits, etc., in certain areas of the LLDA building or compound, where additional hands are required, LLDA may request for additional janitorial and/or technical personnel for the occasion.

6. Cleaning Materials and Equipment

LLDA shall provide the contractor with a suitable storage space for all its equipment, materials and supplies. However, the janitorial agency shall ensure delivery in amounts or number sufficient enough to provide the necessary logistics and other consumables to carry out its function.

A. Cleaning Materials and Supplies

The Contractor shall equip its personnel with the necessary materials and supplies **containing environment-friendly chemicals (green materials)** supported with certification/accreditation issued by the appropriate issuing government agency such as but not limited to the following:

Supplied for the whole year or replaced as necessary:

QTY	UNIT	ITEM	SPECIFICATION
20	pcs	Mop Handles	Heavy-duty aluminum handle approx. 5 ft. long
15	pcs	Dust Pans	Plastic, standard size
15	pcs	Toilet Bowl Pump	Rubber force cap, std. size with wooden handle
20	pcs	Plastic Pails	4 gallon capacity
10	pcs	Dipper	"Tabo" std. size
6	set	Mop Squeezers	Heavy-duty with bucket
10	pcs	Rubber Squeegees	Big size, approx. 10"long
20	pcs	Plastic Water Spray Bottles	Standard size
15	pcs	Push Brushes	Nylon bristle, 9" brush head with wooden handle
10	pcs	Feather Duster	Cotton material, with wooden handle
10	pcs	Ceiling Broom	Std. size, wooden stem approx. 4 meter
15	pcs	Hand Brush	Nylon bristle, std. size
2	pairs	Rubber Boots	Heavy duty, medium size

Supplied Monthly or Replaced/Replenished as necessary:

QTY	UNIT	ITEM	SPECIFICATION
12	pcs	Soft Brooms	Plastic –made, Std. size

15	pcs	Stick Brooms	Tingting, std. size
12	pcs	Bowl Brushes	Round nylon bristle, with plastic handle
25	pcs	Mop Heads	Thread No. 40 (400 gms)
1	box	Steel Wool	#0 grade, 200 gms. net contents, 16 pads/pack
20	roll	Jumbo Roll Tissue Paper	2-ply 200 meter tissue paper
3	gal	Liquid disinfectant	Any brand
10	gal	Toilet bowl cleaners	Any brand, commercial grade
10	kgs	Detergent soap	Any brand, powder form
50	pcs	Deodorant cakes	Any brand, small size
5	gal	Liquid Hand soap	Anti-bacterial soap, any brand
4	can	Spot and Stain Remover	Any brand, small can size
10	can	Furniture Polish	Any brand, aerosol spray type
5	gals	Fabric Conditioner	Any brand
20	pcs	Door mat	Cotton material
15	kgs	Stopa (Round Rags)	
30	roll	Trash bags for garbage disposal	XL size, 10 pcs/pack/roll
1	roll	Trash bags for health care waste	XL Size, color yellow, 10 pcs/pack/roll
12	pair	Rubber Gloves	Heavy duty, any brand, size L
1	pc	Floor Polisher Brush	To be used at floor polisher for concrete surface
15	pcs	Scrubbing Pads	Standard size

Sufficient quantity of rags for wiping shall be provided to be issued by each janitors/janitress.

These materials will be subject to inspection by LLDA from time to time to ensure that there are sufficient quantities of materials and implements for cleaning at all times and that each worker shall have an individual set of basic cleaning paraphernalia and/or technical equipment to use.

B. Tools and Equipment

The following equipment shall be provided by the Contractor:

- a. Heavy Duty Floor Polisher – 2 units (20” dia. And 16” dia.)
- b. Heavy Duty Vacuum Cleaner – 1 unit
- c. Chewing Gum Scraper (bis) – 8 pcs
- d. Water Hose – complete with fittings, nozzles and metal couplings (2 set – 50 meters long and 2 set – 30 meters long) ½” diameter
- e. Rakes – 2 pcs
- f. Wheel Barrow – 1 pc
- g. Shovel – 2 pcs
- h. “Caution Wet Floor” Signage – 8 pcs

- i. Pressure washer with hose (1 hp capacity) – 1 set
- j. Heavy Duty Push Cart Trolley – 1 pc
- k. Garden Scissors (Heavy Duty) – 2 pcs
- l. Screwdriver – 1 pc (For multi-skilled technician)
- m. Philips Screwdriver – 1 pc (For multi-skilled technician)
- n. Side Cutter Plier – 1 pc (For multi-skilled technician)
- o. Flat Nose Plier – 1 pc (For multi-skilled technician)
- p. Long Nose Plier – 1 pc (For multi-skilled technician)
- q. Tool Holster – 1 pc (For multi-skilled technician)
- r. Adjustable Wrench – 1 pc (For multi-skilled technician)
- s. Hex Key Wrench – 1 set (For multi-skilled technician)
- t. Vice Grip – 1 pc (For multi-skilled technician)
- u. Pipe Wrench – 2 units (8" length and 12" length) (For multi-skilled technician)
- v. Multi-Function Electrical Tester with Clamp (Clamp Ammeter) – 1 set (For multi-skilled technician)

7. Duties and Responsibilities of the Contractor's Personnel

LLDA shall have the absolute right to give instructions for proper safeguarding and protection of the persons, places and things of LLDA from time to time. LLDA may promulgate the specific janitorial functions of the Agency during the life of the Contract.

8. Monitoring of Performance of Janitorial and Technical Personnel:

The Contractor shall conduct a regular monitoring to evaluate the performance of the personnel assigned to LLDA, including the availability of the equipment and supplies of its personnel.

E. POSTING OF PERFORMANCE AND WAGE SECURITIES

- 1. To guarantee payment for losses and/or damages to property, the winning bidder / agency shall post a Performance Security in favor of LLDA in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount
Cash, Cashier's/Manager's check, bank draft/ guarantee confirmed by a Universal or Commercial Bank	5% of the Contract Price
Irrevocable Letter of Credit issued by a Universal or Commercial Bank	5% of the Contract Price

- 2. To answer wages due to the janitors/janitress and technician should the winning agency fail to pay the same, a wage security from the GSIS or other government banks such as Land Bank of the Philippines (LBP), Postal Bank and Development Bank of the Philippines (DBP) shall be posted by the agency in favor of LLDA in an amount equivalent to three (3) months of labor cost of their personnel in their respective area of responsibility.
- 3. The performance and wage securities shall be callable on demand and shall have a validity period equivalent to the duration of the contract including its renewal or extension, if any, plus three (3) months; and

4. In case of change in the contract price arising from reduction of the janitorial force, the aforementioned sureties shall be accordingly reduced.

F. MEDICAL AND RISK INSURANCE

The janitors/janitress and technician to be assigned shall have full coverage of medical and risk insurance to be shouldered by the Contractor.

G. CONTRACT DURATION

The contract shall be for a period of three (3) years commencing upon receipt of Notice to Proceed, subject to the result of the annual performance evaluation of the Janitorial Services Agency before the end of each year for the three (3) year period.

H. PERFORMANCE CRITERIA

Before the end of each year, the LLDA will conduct an assessment of the performance of the janitorial agency based on the set of performance criteria presented hereunder. Based on the result of assessment, LLDA may pre-terminate the contract for failure of the janitorial agency to perform its obligation following the procedure prescribed under the guidelines on termination of contract issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004 dated December 22, 2004. The contractor/service provider should maintain a satisfactory level of performance throughout the term of the contract by achieving an average of at least 80%. The result of the performance evaluation is non-appealable.

PERFORMANCE ASSESSMENT	
PERFORMANCE CRITERIA	POINT SCORE
Quality of Service Delivered	40%
Management and suitability of personnel	25%
Contract administration and management	25%
Time management	5%
Provision of regular reports	5%
TOTAL	100%

I. APPROVED BUDGET FOR THE CONTRACT

The first year approved budget for the contract for nine (9) utility worker is **One Million Nine Hundred Thirty Nine Thousand Eight Hundred Fifty Five Pesos (P 1,939,855.00) only.**

In accordance with Clause 5.0 of Appendix 23 of 2016 Revised IRR of R.A. 9184, all bid prices for the duration of three years shall be fixed and shall not be adjusted during the contract implementation, except for the following:

1. Increase in the daily minimum wage pursuant to law or new wage order issued after date of bidding;
2. Increase in taxes

3. If during the term of the contract the LLDA sees the need for a decrease or increase in the number of janitorial and technical attendants, provided that ABC for the relevant year is not exceeded.

J. MANNER OF PAYMENT

The Janitorial Service Agency shall bill LLDA twice a month, preferably every 15th and 30th day of each month for services actually rendered by the janitors/janitress and technician. For this purpose, the Janitorial Service agency shall submit payroll records of the janitors/janitress and technician with their names, hours of work rendered and certification that the janitors/janitress and technician, whose name appears therein, actually and truly rendered their services for the particular billing period. Non-compliance thereon gives LLDA the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

COMPUTATION OF APPROVED BUDGET FOR THE CONTRACT

ABC = Total minimum contract rate for 8 hours x 12 months x no. of janitors required
= P 17,961.62/mo. X 9 utility personnel x 12 mos
= P 1,939,854.96 Say **P1,939,855.00**

Item No.	DESCRIPTION				Total price
	No. of Days Work Per Week	No. of Days Per year	No. of Hours Work per Day	Daily Wage	
	5 DAYS	264	8 HOURS	537.00	
	Amount Directly to Janitor				
	Average pay per month (DW x No. of Days per year/12)				
	13 th month pay (Average pay per Month/12)				
	5 days incentive pay (DW + COLA x5/12)				
	COLA				
A	Total Amount Directly to Janitor				
	Amount to Government in favor of Janitor				
	SSS Premium				
	PhilHealth Contribution				
	State Insurance Fund				
	Pag-IBIG Fund				
B	Total Amount to Government in favor of Janitor				
C	Total amount to Janitor and Government (A + B)				
D	Agency Fee (Administrative Overhead and Margin) (C X 10%)				
E	Subtotal (C+D)				
F	Value Added tax (D X 12%)				
G	Supplies (E + F) X 12%				
H	Total minimum contract rate for 8 hours (E + F + G)				