

TERMS OF REFERENCE FOR THE PROCUREMENT OF JANITORIAL SERVICES PROVIDER FOR CY2020

I. RATIONALE/OBJECTIVE

This is the Terms of Reference ("TOR") for the Procurement of Janitorial Services Provider (JSP) for CY2020 pursuant to the 2016 Revised Implementing Rules and Regulations ("2016 RIRR") of Republic Act No. 9184 ("R.A. 9184"), otherwise known as the "Government Procurement Reform Act," prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines. Accordingly, prospective bidders who will participate in the competitive public bidding for the procurement of the Janitorial Services are advised to follow the requirements of the 2016 RIRR.

The MWSS Regulatory Office ("MWSS RO") is in need of a Janitorial Services Provider ("JSP") to deploy qualified and trained cleaners to perform routine cleaning activities, minor repairs and related services within its premises to ensure a safe, healthy and comfortable working environment for all MWSS RO employees and for visitors transacting business with the MWSS RO.

The janitorial services contract of the MWSS Regulatory Office (MWSS RO) expires on August 15, 2020. The existing contract has reached its maximum allowable term of not more than three (3) years under Item 5.1.1 of Appendix 23 of 2016 Revised Implementing Rules and Regulations of R.A. 9184.

II. SCOPE OF SERVICES

The scope of janitorial services shall ensure the deployment of the required number of cleaners at the new RO Building located at the corner of H. Ventura St. and Katipunan Road, Balara, Quezon City effective upon issuance of the Notice to Proceed (NTP). However, in the event that the transfer of the MWSS RO to the new RO Building is delayed, the cleaners shall be deployed at the existing MWSS RO premises located at the 3rd Floor, Engineering Building, MWSS Complex, Katipunan Road, Balara, Quezon City.

The JSP shall perform cleaning services in all designated spaces including, but not limited to the entire office premises, surrounding grounds, elevators, stairways,



restrooms, parking areas, floors, walls windows, tables, chairs, computers, pantry service utensils, and devices among others.

The JSP shall document its operation in the following manner:

1. Daily Routine Operations

- 1.1 Checklist of sweeping, mopping, spot scrubbing, floor polishing activities conducted per cleaner per area of assignment;
- 1.2 Checklist of dusting and cleaning of horizontal and vertical surfaces, interior & exterior surfaces of glass windows, window edges, air vents, and partitions per cleaner per area of assignment;
- 1.3 Checklist of dusting and cleaning of office equipment, tables, chairs, pantry utensils and devices, trash receptacles and disposal of garbage from the office to the Materials Recovery Facility (MRF) provided outside the building per cleaner per area of assignment;
- 1.4 Log Sheets of minor repair and maintenance activities, as instructed and supervised by the representative from the Administration Department, including the moving/hauling of supplies, materials, and equipment to and from the MWSS RO premises;
- 1.5 Log Sheets of other activities performed, as may be determined by the MWSS RO not normally performed by regular employees related to the maintenance of cleanliness, safety, and comfort of office premises for the welfare of everyone inside the MWSS RO premises if any.

2. Weekly Periodic Operations

- 2.1 Checklist of general washing, scrubbing and polishing of all floors, hallways, and stairways per area of assignment;
- 2.2 Checklist of general cleaning and buffing of all interior & exterior surfaces of glass windows, doors and partitions with the use of appropriate tools, materials, and supplies for a streak-free and sparkling glass surfaces per area of assignment;
- 2.3 Checklist of dusting and cleaning lighting & fixtures suspended from the ceilings per area of assignment;

- 2.4 Checklist of cleaning, dusting, polishing of all office furniture and fixtures and computers except those which require special care for their maintenance per area of assignment; and
 - 2.5 Checklist of removal of cobwebs on walls, ceilings, and nooks per area of assignment;
 - 2.6 Checklist of weekly inspection per area of assignment per Cleaner of the surroundings, interior/exterior walls, floors, nooks, ceilings, storage area, equipment, furniture, etc. to determine the need for further cleaning and/or to spot signs of needed repairs per area of assignment.
3. Submit Monthly Accomplishment Reports as an attachment to the Monthly Billing within fifteen (15) days after the end of each month:
- 3.1 Summary Report of the Daily and Weekly Accomplishment per cleaner;
 - 3.2 Summary Report of the general inspection conducted in the MWSS RO premises to evaluate and to determine specific areas that need minor repairs and improvement in terms of cleanliness and maintenance

III. ADDITIONAL TECHNICAL REQUIREMENTS

The Bids and Awards Committee ("BAC"), aside from the cost, shall take into consideration additional technical requirements in the determination of the winning bid. Such additional technical requirements shall be added in evaluating the Technical Proposal of the bidder. Compliance of the bidder with the said additional technical requirements shall be determined using a "*pass or fail system*," provided, however, that the BAC may require the presentation of original documents or materials in order to support the bidder's compliance with the given set of parameters during the post-qualification. The following documents shall be submitted:

- 1. Personal Data Sheets of at least eight (8) qualified prospective cleaners where the MWSS RO shall select the needed six (6) cleaners to be deployed with attached documents to support their minimum qualifications, as follows:
 - 1.1 Duly signed commitment letter that he/she agrees to be deployed at the MWSS RO effective upon receipt of the Notice to Proceed ("NTP") if the contract is awarded;

- 1.2 Certificate of employment with at least two (2) years of work-related experience within the past five (5) years;
 - 1.3 Educational Attainment (Scholastic record) of at least Grade 10 or its equivalent;
 - 1.4 Medical Certificate certifying the prospective cleaner's fitness to work;
 - 1.5 Certificate of passing the required drug test duly conducted by a government-accredited testing institution;
 - 1.6 NBI or Police Clearance.
2. Affidavit of Compliance with the Labor Code of the Philippines and/or that the Contractor has never been adjudged liable in any labor case with the National Labor Relations Commission ("NLRC");
 3. Duly signed a commitment letter to provide the following brand-new equipment, tools, supplies and materials to be assigned and made available to the MWSS RO from the date of NTP, if the contract is awarded;

Equipment and Tools for Cleaning:

Description	No. of units
1. Floor Polisher	3
2. Wet & Dry Vacuum Cleaner	3
3. Wet Floor Signs	10
4. Push Cart / Utility Cart	4
5. Garbage Hauler	4
6. Utility Ladder	4
7. And any other essential tools or equipment necessary in carrying out the cleaning services	

Supplies and Materials:

ITEMS	
Ceiling Brooms	Polisher Brush (Cabo)
Cloth Dusters	Polisher Brush (Nylon)
Crystal Brite	Polishing Pad 16"
Dust Pans	Rubber Force Pump
Gas/Dust Masks	Scrubbing Pad 16"
Eye Goggles	Scrubbing Pad 20"
Garbage Bags	Soft Broom
Glass Squeegee	Spray Gun
Hand Brushes	Steel Wool
Hand Gloves	Stick Broom

ITEMS	
Mop Handle (regular)	Stripping Pad 16"
Mop Handle (wide)	Stripper All Purpose
Plastic Pales	Toilet Brush
	Wax Stripper
And other items necessary in carrying out the services	

IV. SCHEDULE OF REQUIREMENTS

Schedule 1: From the issuance of NTP up to a period of twelve (12)-months. Requirement: Six (6) cleaners for deployment at the new MWSS RO building.	
Eight (8) hours/day for six (6) days a week	No. of Cleaners
Third Floor (Office of the Chief Regulator and common areas)	One (1)
Third Floor (Administration and Legal Affairs and Common Areas)	One (1)
Second Floor (Financial Regulation and Common Areas)	One (1)
Second Floor (Technical Regulation and Common Areas)	One (1)
Ground Floor (Customer Service Regulation Area and Common Areas)	One (1)
Surrounding Grounds, Parking, and Minor repairs (Team Leader-Admin Dept.)	One (1)
Total	6 (Six)

In case the transfer to the New RO Building is delayed, the schedule below shall be followed:

Schedule 2: From the issuance of NTP up to a period of twelve (12)-months. Requirement: Six (6) cleaners for deployment at the existing MWSS RO premises at the 3rd Floor, Engineering Bldg., MWSS Complex, Katipunan Ave., Balara, Q.C.	
Eight (8) hours duty per day for six (6) days a week	No. of Cleaners
1. Office of the Chief Regulator + Ladies comfort room (alternate)	One (1)

Schedule 2: From the issuance of NTP up to a period of twelve (12)-months. Requirement: Six (6) cleaners for deployment at the existing MWSS RO premises at the 3rd Floor, Engineering Bldg., MWSS Complex, Katipunan Ave., Balara, Q.C.	
Eight (8) hours duty per day for six (6) days a week	No. of Cleaners
2. Customer Service Regulation + Ladies' comfort room	One (1)
3. Financial Regulation Area + Technical Regulation Area	One (1)
4. Admin and Legal Affairs + Men's Comfort room (alternate)	One (1)
5. All Common Areas + Men's Comfort room + Admin and Legal Affairs (Alternate)	One (1)
6. Grounds and parking, minor repairs, and maintenance + Designated as the Team Leader	One (1)
Total	Six (6)

V. FINANCIAL COST COMPONENT FOR THE BID OFFER

The Financial Proposal shall contain a specific breakdown of all costs on the compensation of the Cleaners to be deployed, the necessary service equipment, tools, materials to be provided, administrative related taxes and the margin/agency fee for the execution of the contract.

1. The equivalent number of days per year as presented on the table below shall be used in the computation of costs necessary to execute the contract:

The MWSS RO considers the following computation of the equivalent number of days per year to ensure that the Bidder shall pay the cleaners during holidays and special days as provided in the HANDBOOK ON WORKERS' STATUTORY MONETARY BENEFITS under Department Advisory No. 01, Series of 2015, issued by the Department of Labor and Employment – Bureau of Workers' Compensation and Labor Advisory No. 13 s.2019 and Wage Order No. NCR-22 s.2018.

COMPUTATION OF ESTIMATED EQUIVALENT NO. OF DAYS PER YEAR (Wage Order No. NCR-22 s.2018)	6days a week for 8hrs duty
ORDINARY WORKING DAYS	298
REGULAR HOLIDAYS (considered paid except Sundays + 100% if worked)	10
SPECIAL DAYS (considered paid except Sundays + 30% if worked)	2.4
TOTAL EQUIVALENT NO. OF DAYS/YEAR	310.4

2. Breakdown of Cost Component shall be presented in the prescribed format as follows:

PARTICULARS		6Workdays/ Week (7:30 AM to 4:30 PM)
	Number of days worked per week	6
	Number of Hours duty per day	8
	Number of days per Year (Wage Order No. NCR-22 s.2018)	310.4
	COMPUTATIONS:	
	Amount to Cleaner	
	New Daily Wage (DW)	P537.00
	Average Pay Per Month	
	13th Month Pay	
	Service Incentive leave = 5 days with pay per year of service	
A.	TOTAL AMOUNT DIRECTLY TO CLEANER	
B.	Amount to Gov't. in favor of Janitor:	
	SSS - Premium (RA11199) (MC2019-05)	
	SSS - State Insurance Fund	
	Philhealth Contribution (Cir. 2019-0009)	
	Pag-Ibig Fund	
	TOTAL AMOUNT DUE TO GOV'T IN FAVOR OF THE CLEANER	

PARTICULARS		6Workdays/ Week (7:30 AM to 4:30 PM)
C.	TOTAL AMOUNT TO CLEANER AND GOV'T. (A+B)	
	Cost of two (2) sets of uniform per cleaner/year	
	Cost of one (1) pair of safety shoes per cleaner/year	
D.	Provision for Agency Fee (includes administrative overhead cost, equipment, tools, supplies, and materials)	
E.	12% VAT (Agency Fee x 12% VAT-RMC-039- 2007)	
F.	CONTRACT RATE /MONTH/CLEANER (C+D+E)	
G.	Number of Required Cleaners	Six (6)
H.	TOTAL Financial Bid / Contract Rate /Month (F X G)	
	TOTAL FINANCIAL BID PER YEAR (Hx12)	

VI. ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT

1. The JSP shall pay all wages, allowances, 13th-month pay, service incentive, overtime pay or any monetary benefit due to each of the Cleaners through their respective Automatic Teller Machine ("ATM") Bank Account;
2. The JSP shall issue a corresponding pay slip to each Cleaner every payday;
3. The JSP shall deliver to and/or pick-up from the MWSS RO, Accomplishment Reports, Timecards & daily time records, payrolls, pay slips or any other document that needs the signature of concerned Cleaners, MWSS RO or the Contractor;
4. The JSP shall refrain from utilizing the duty hours of Cleaners for purposes of reporting to the Home Office for any concern. Such undertaking requires the approval of the MWSS RO;
5. The JSP shall, on its account, provide at all times sufficient quantities of the above listed service equipment, tools, supplies, and materials, including personnel protective gears in carrying out the service;

6. The JSP shall submit its Billing Statement for services rendered every month not later than fifteen (15) calendar days from the end of each month with the attached duly accomplished required supporting documents, such as;
 - 6.1 Billing Statement;
 - 6.2 Monthly Accomplishment Reports as per Section II, Item 3 of the TOR;
 - 6.3 Approved Time Cards and Daily Time Records;
 - 6.4 A certified true copy of Payrolls;
 - 6.5 A certified true copy of the proof of remittance to the ATM bank accounts of Cleaners;
 - 6.6 A certified true copy of Pay Slips;
 - 6.7 A certified true copy of the Proof of Remittance to the concerned government agency and/or GOCCs (BIR/SSS/Pag-ibig/Philhealth) of the preceding month of billing;
 - 6.8 Affidavit of Compliance with the Labor Laws of the Philippines; and
 - 6.9 Any other documents that may be required by the MWSS RO.
7. The JSP is required to provide a qualified reliever to cover any absences of each cleaner. Otherwise, a corresponding reduction in the monthly billing rate of the JSP shall be assessed;
8. Cleaners to be deployed should not be related to any of the Officers and employees of the MWSS RO by consanguinity or affinity up to the third civil degree;
9. The MWSS RO shall have the right to re-assign any of the cleaners to another area within the MWSS RO premises as the need arises;
10. The JSP shall be required to replace any Cleaner whose work ethics and attitude do not conform with the desired standards of service, such as:
 - a) Frequency of tardiness based on actual Daily Time Records;
 - b) Frequency of absences with or without approved leave;
 - c) Failure to wear the prescribed uniform with ID;
 - d) Failure to perform routine cleaning activities and to record into the prescribed checklist of activities performed;
 - e) Disclosure or use of any information gathered in the conduct of cleaning services for any purpose it may serve without the consent of the MWSS RO management;
 - f) Involvement in any altercation, argument, internal issues or actions against any of the officers or employees of the MWSS RO;
 - g) Failure to wear protective gears when necessary;

- h) Inability to perform safety precautionary measures;
- i) Disregarding reasonable office rules; and
- j) Conduct unbecoming of a service provider;
- k) Other analogous cases.

11. The MWSS RO may opt to renew the contract at the end of its term, subject to the assessment of the JSP's level of service in terms of the following criteria:

- a) **Consistency and Quality of Services of at least Satisfactory Rating** – This shall be monitored through the Accomplishment and Submission of Reports referred to Section II, Items 1. Daily; 2. Weekly; and 3. Monthly.

<i>Rating</i>		<i>Consistency</i>	<i>Quality</i>
Excellent	95 to 100%	The consistent accomplishment of daily routine operations per area and reports submitted on or before due date during the 12 months.	Performed daily routine operations free from lapses and accurate reporting during the 12 months.
Very Satisfactory	85 to 94%		
Satisfactory	75 to 84%		
Needs Improvement	65 to 74%		
Unsatisfactory	Below 65%		

- b) **Attitude, Availability, and Responsiveness of Services of at least Satisfactory rating** – This measure of service shall be determined in the following criteria:

<i>Rating</i>		<i>Attitude</i>	<i>Responsiveness</i>	<i>Availability</i>
Excellent	95-100%	No cleaner requested for replacement during the 12 months	No absences without relievers during the 12 months	No defective equipment and tools replaced beyond 24hrs from the time of the request during the 12 months.
Very Satisfactory	85-94%			
Satisfactory	75-84%			
Needs Improvement	65-74%			
Unsatisfactory	Below 65%			

12. All Cleaners deployed by the JSP must have tested negative for the SARS-CoV-2 using RT-PCR immediately before reporting for work, certificates of which must be submitted to the MWSS RO before deployment; and
13. The JSP shall ensure that its Cleaners are equipped with personal protective equipment, such as face masks and face shields, as well as disinfectants, while quarantine and social distancing measures and protocols are in effect within MWSS RO premises; and
14. The JSP undertakes to abide by any and all laws, rules, and regulations on the containment of infectious diseases, particularly COVID-19.

VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The computed Approved Budget for the Contract ("ABC") is **One Million Six Hundred Fifty-Three Thousand Pesos (PhP1,653,000.00)** for one (1) year, which is sufficient to comply with the current minimum wage rates in accordance with the Labor Code of the Philippines for compensation of Cleaners to be deployed with the MWSS RO, plus provision for cost components, agency fee, and taxes.


Should the contract be renewed in the succeeding year, the amount of ABC must be equivalent to the cost of the first-year contract based on the awarded monthly rate per Cleaners and shall not be adjusted during the contract implementation, except in cases of increase in minimum daily wage mandated by law or a new wage order issued after the date of bidding, increase in taxes, and if, during the term of the contract, the MWSS RO sees the need for an increase or decrease in the number of Cleaners. In no case shall the increase in the ABC exceed fifteen percent (15%) of the prior year.

VIII. TERM OF THE CONTRACT

The proposed contract for Janitorial Services shall be for one (1) year, to commence **from issuance of the NTP up to a period of twelve (12) months.**

The MWSS RO shall have the option to renew the contract for another year subject to the maximum allowable term of three (3) years.

Recommending Approval:


CLAUDINE B. OROCIO-ISORENA
DA for Administration and Legal Affairs

APPROVED:


PATRICK LESTER N. TY
Chief Regulator