



**UNIVERSITY OF THE PHILIPPINES BAGUIO**

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**TERMS OF REFERENCE**

**PROJECT: PROCUREMENT OF TWELVE (12) MONTH-JANITORIAL SERVICES FOR UP BAGUIO**

**BID REFERENCE NUMBER: UPB-GOODS-EPA2024-01**

**APPROVED BUDGET FOR THE CONTRACT: PhP 6,380,000.00**

**I. PURPOSE**

The University of the Philippines Baguio (UP Baguio) desires to receive bids for the Procurement of Twelve (12) Month-Janitorial Services with Bid Reference Number UPB-GOODS-EPA2024-01 for the period 16 January 2024 to 15 January 2025.

**II. MINIMUM QUALIFICATION REQUIRED**

A. Experience in providing janitorial services in one of the following entities:

- Universities
- Colleges
- Government Agencies
- Hospitals
- other public or private entities

B. Completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

**III. GENERAL CONDITIONS OF THE CONTRACT**

1. The AGENCY must provide 34 janitors/janitresses for the period 16 January 2024 to 15 January 2025. 34 janitors/ janitresses on Mondays to Fridays, 5 janitors/janitresses on Saturdays and 5 janitors/janitresses on Sundays.
2. The AGENCY must remit all benefits of the janitors/janitresses to SSS, PhilHealth, and PAG-IBIG.
3. The AGENCY must give the 13<sup>th</sup> month pay to the janitor/janitress.
4. The AGENCY must have a retirement plan or separation plan of the janitors/janitresses.

5. The AGENCY must provide the following to each of the janitors/janitresses:
  - Uniform
  - Raincoat and boots
  - Arm Sleeve Cover
  - Disposable face mask every month per janitor
6. The AGENCY agrees to provide additional janitors/janitresses for special events for which they shall be paid at the same rate as indicated in the Cost Distribution Schedule.
7. Should regular janitors/janitresses provided be required to render overtime work, they shall be paid at the same rate as indicated in the Cost Distribution Schedule.
8. The AGENCY must have at least a 5-year track record and experience (past and present) in providing janitorial services in at least two of the following:
  - Universities
  - Colleges
  - Government Agencies
  - Hospitals
  - other public or private entities
9. The AGENCY shall have an office located in Baguio City.
10. The AGENCY shall provide, assign and delegate janitors/janitresses to serve the fixed and/or posts determined by UP BAGUIO.
11. The AGENCY shall provide additional or reduce the number of janitors/janitresses hours as may be directed by UP BAGUIO Administration through a written notice under the same terms, conditions and rate of compensation set forth in the general contract.
12. The AGENCY shall provide well trained, physically and mentally fit personnel as supported by updated medical certificate and with valid NBI clearance.
13. The AGENCY shall notify UP BAGUIO in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension and/or termination and imposition of disciplinary measure to erring janitors and/or immediately terminate as circumstances warrant.
14. The AGENCY shall act on requests for replacement, reassignment and rotation within forty-eight hours (48 hours) upon receipt of the written notification from UP BAGUIO.
15. The AGENCY shall hold the UP BAGUIO free from any action or liability arising from any claims of the janitors/janitresses and other personnel deployed by the Janitorial Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the availability of savings and upon showing of actual payment made to their

employees. There shall be no employer-employee relationship between the UP BAGUIO and the janitors/janitresses and other personnel employed by the Janitorial Agency.

16. The AGENCY shall be responsible for any loss or damage to UP BAGUIO properties and premises, provided that such properties are properly turned over to the agency or the janitor/janitresses. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoons, war and rebellion. Proper turnover shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular succeeding occasions.
17. The AGENCY shall secure a Certificate of Acceptability of Work from the UP BAGUIO Office of the Vice Chancellor for Administration on a monthly basis as a requisite for processing of payments.
18. The AGENCY shall ensure payment of wages on a regular basis to be paid not later than seven (7) working days after each cut-off per month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.
19. The AGENCY shall regularly submit to UP BAGUIO once a month, a list of janitors/janitresses with their assigned post for the purpose of monitoring shift rotations and supervisions by the UP BAGUIO.
20. The AGENCY shall at the end of the contract periods, turn over to UP BAGUIO all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the AGENCY.
21. The AGENCY shall hold the UP BAGUIO free from any liability from acts of its janitors/janitresses which caused damage of whatever type to UP BAGUIO employees and properties or to any third party and their properties.
22. The AGENCY shall, at all times, maintain peace and order within the UP Baguio premises and shall fulfill other janitorial-related tasks that may be assigned by the responsible officers of UP BAGUIO.
23. The AGENCY shall subject janitors/janitresses to drug, alcohol, or other related tests from government-accredited testing centers annually.
24. The AGENCY shall fill up accurately the Cost Distribution Form hereto attached as Annex A.

#### **IV. SPECIAL CONDITIONS OF THE CONTRACT**

##### **SCOPE OF WORK TO BE UNDERTAKEN BY THE AGENCY**

###### **A. DAILY AND ROUTINE SERVICES:**

- 1) Sweeping, mopping, spot scrubbing and polishing floors;
- 2) Thorough cleaning, sanitizing and disinfecting of toilets, toilet bowls and washrooms; applying, sanitizing and disinfecting agents on commodes, urinals and wash basins;
- 3) Dusting and/or damp-wiping of other vertical and horizontal surfaces, racks, cabinets, doors, windows, and fixtures/furniture including telephone units, electric fans, air conditioners and exhaust fans;
- 4) Cleaning of all glass panes and panels;
- 5) Collecting and emptying of trash and other disposable items at specified disposable points in accordance with proper waste segregation;
- 6) Gardening in certain area;
- 7) Arranging of classroom chairs and cleaning of blackboards/whiteboards;
- 8) Other duties that may be assigned by the Vice Chancellor for Administration thru/or the Campus Maintenance Office from time to time.

###### **B. WEEKLY SERVICES:**

- 1) Scrubbing, waxing and polishing of floors, including stripping;
- 2) Scrubbing and dusting of walls, ceilings, corridors and corners;
- 3) Cutting of grass, cleaning of campus surrounding areas.

###### **C. MONTHLY SERVICES:**

- 1) Cleaning of gutters and downspouts;
- 2) General cleaning.

##### **PERSONNEL TO BE PROVIDED BY THE AGENCY**

1. The AGENCY shall provide the UP BAGUIO with Thirty-Four (34) janitors/ janitresses who are well-trained, experienced, and trustworthy. In no case shall the AGENCY provide mere trainees, but only qualified, regular employees. The AGENCY shall issue a certification that the janitors/ janitresses to be assigned to the UP BAGUIO have completed the training course/ program for janitors/janitresses and they are not mere trainees. Among the janitors/ janitresses to be assigned at the UP BAGUIO, one shall act as a supervisor who shall be responsible for the efficient performance and conduct of the janitors/janitresses, provided however that the AGENCY shall assign a roving supervisor who shall spot-check the conduct of the janitors/janitresses at least once a week.

2. The AGENCY shall undertake to reserve and/or replace any janitors/janitresses from his/her assignment if the UP BAGUIO finds it to be in the best interest of the service.
3. The AGENCY shall also provide the Thirty-Four (34) janitors/janitresses the following at no cost to the janitors/janitresses or the UP BAGUIO:
  - a. 68 pcs of uniform (2 t-shirts per janitor/janitress);
  - b. 34 sets of raincoat and boots;
  - c. 68 pairs of arm sleeve cover (2 pairs per janitor/janitress);
  - d. Face mask, disposable (50 pieces per month per janitor/janitress);
  - e. Php 1,000.00 Communication Allowance per month for the supervisor assigned by the AGENCY.

### **WORK SCHEDULE TO BE FOLLOWED BY THE AGENCY**

1. The AGENCY hereby undertakes to carry out the following schedule:

<b>Duty</b>	<b>No. of man hours</b>	<b>No. of personnel</b>
07:00AM-04:00PM	8 hours with 1 hour break, Monday to Friday	18
08:00AM-05:00PM	8 hours with 1 hour break, Monday to Friday	12
09:00AM-06:00PM	8 hours with 1 hour break, Monday to Friday	4
08:00AM-05:00PM	8 hours with 1 hour break, Saturday	5
08:00AM-05:00PM	8 hours with 1 hour break, Sunday	5

Units/Offices concerned may, however, apply a forty (40) hour week schedule suited to their particular needs.

2. One-hour noon break and 15-minute coffee breaks in the morning and in the afternoon shall be taken by the janitors/janitresses on a staggered basis so that there is always someone on duty and available in the building to be serviced.

## **WARRANTIES**

1. Since the personnel and other employees of the AGENCY assigned to the UP BAGUIO are not employees of the UP BAGUIO, the AGENCY shall be responsible for all claims or personal injury or damage, including death, caused by said personnel to any third party in the course of the performance of their janitorial functions and duties.
2. The AGENCY shall be jointly and severally liable with its concerned employees and personnel for any damage caused to the UP BAGUIO, its property and/or staff, and to third persons due to tortuous or criminal acts committed by the AGENCY'S personnel.
3. The AGENCY shall hold the UP BAGUIO free and harmless from any act or negligence whatsoever, or from any claim by any or all of the personnel supplied by the AGENCY performing services pursuant to this contract whether under the Employees' Compensation Law, and any or all Philippine Labor Laws. As the AGENCY'S personnel are not employees of the UP BAGUIO, due and faithful compliance with the aforementioned laws devolved entirely upon the AGENCY.
4. The AGENCY, upon official notice by the UP BAGUIO, shall immediately replace, suspend, and or discharge/terminate the services of the AGENCY'S employees who are assigned to the UP BAGUIO, and whose behavior, appearance, conduct and performance is not in conformity with the standards set by the UP BAGUIO.

## **OBLIGATIONS OF THE UNIVERSITY**

1. All electricity, janitorial supplies and equipment, and water to be used in the performance of the services to be rendered therein shall be made available by the UP BAGUIO at no cost to the AGENCY.
2. The UP BAGUIO shall also make available to the AGENCY designated areas/spaces for use of the latter's personnel for purposes of administration, supervision and storage of equipment, materials and supplies no cost to the AGENCY.
3. For and in consideration of the services to be rendered by the AGENCY, the UP BAGUIO shall, during the existence of this contract, pay the AGENCY the amount of contract for Twelve (12) months, inclusive of the required government contributions and other expenses. Subject to adjustment if there are new government regulations on mandatory contributions.

## **CERTIFICATIONS TO BE SUBMITTED BY THE AGENCY**

1. As a pre-condition for any payment by the UP BAGUIO to the AGENCY under this Contract, the latter shall submit to the OFFICE OF THE VICE CHANCELLOR FOR ADMINISTRATION (hereinafter referred to as "OVCA") official certifications from the appropriate government institutions concerned that

the AGENCY has duly paid for SSS, Philhealth, PAG-IBIG, and other benefits of their employees under existing laws and regulations. It shall also submit a certification that each janitors/janitresses assigned to the university has duly received the corresponding wages and other compensation due them as provided by law. The payroll of the janitors/ janitresses assigned to the UP BAGUIO with their corresponding signatures indicating the amount that they received for a particular period of time must also be attached to the said certification.

2. Billings for the payment of Separation Benefit shall be supported with a copy of the payroll for the payment of separation fee for the separated personnel.
3. Failure of the AGENCY to submit the above-mentioned certifications five (5) days prior to the date of payment by the UP BAGUIO as provided under this Contract, shall be considered a violation of the terms and conditions of this Contract and shall give the UP BAGUIO the right to unilaterally rescind, revoke or terminate this Contract; or withhold payment to the AGENCY until the latter shall have complied with this provision.
4. If any of the above-mentioned certifications are found to have forged signatures or fictitious names of the janitors/ janitresses assigned to the subject premises within the UP Baguio campus, then the same shall be considered a serious breach of this Contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to whatever other legal actions, sanctions or remedies whether civil or criminal, are available to the UP BAGUIO under the law.

#### **QUARTERLY EVALUATION**

1. The UP BAGUIO, through the Office of the Vice Chancellor for Administration, shall conduct a monthly evaluation of the performance of the janitors, based on reports from the heads of units/offices where these janitors/ janitresses are assigned.

The reports of the heads of units/offices shall include, but not be limited to, the following matters:

- a. Deployment and performance of Agency's personnel;
  - b. Problems encountered and suggested solutions;
  - c. AGENCY'S compliance with the provisions of this Contract.
2. The OVCA shall collate and analyze all monthly reports from unit heads and rate the overall performance of the AGENCY, as "Very Good" , "Good" , "Fair" , or "Poor" for purposes stated in Article VIII of this Contract.

#### **PRE- TERMINATION OF CONTRACT**

1. Violation of any of the provisions herein by the AGENCY shall be ground for pre-termination of this CONTRACT by the University, which shall serve as a written notice to the AGENCY fifteen (15) days before the intended date of such pre-termination.

2. This Contract may also be pre-terminated if the AGENCY fails to receive an overall rating of 'good' as defined in Article VII hereof, for two rating periods at any time during the effectivity of the contract.

## **EFFECTIVITY OF THE CONTRACT**

### **A. DESIGNATION BY AGENCY OF ATTORNEY-IN-FACT:**

1. For purposes of securing payment by the AGENCY for any of the accountabilities stated under CERTIFICATIONS TO BE SUBMITTED BY THE AGENCY, PRETERMINATION OF CONTRACT and EFFECTIVITY OF THE CONTRACT, the AGENCY hereby constitutes the Cashier'S Office as its Attorney-in-fact with authority to withhold synch sums due the AGENCY in Order to satisfy its liabilities and/or accountabilities to the UP BAGUIO, or to third person(s) mentioned in the foregoing provisions.
2. The AGENCY hereby commits to vacate the premises upon the termination or pre-termination of this contract, and to peacefully turn over the premises to the incoming janitorial agency(s) that the UP BAGUIO will choose pursuant to government auditing and accounting rules and regulations for the 2024-2025 Janitorial Services Contract of UP Baguio. For this purpose, the AGENCY hereby designates the UP BAGUIO as its Attorney-in-fact to effectuate the said take over and possession of the premises, and remove, take out, or otherwise cause to be transferred to any suitable storage outside the UP BAGUIO premises, at cost to the AGENCY, the equipment, facilities fixtures, and other movable property belonging to the AGENCY. In addition, 1% of the contract per day of delay shall be deducted from any amount due or outstanding the AGENCY for each day beyond 15 January 2025 that it unlawfully withholds the premises or delays in voluntarily removing said personnel, equipment, facilities, fixtures, and other movable property from the premises of UP Baguio.

### **B. JUDICIAL RELIEF AND VENUE**

1. In the event of any breach of the terms and conditions of this Contract by the AGENCY, or in case the UP BAGUIO is impleaded in any litigation initiated or brought by any personnel of the AGENCY, or by any third party as a consequence of the acts of the Agency or its personnel and the UP BAGUIO is compelled to seek judicial relief, the AGENCY by way of attorney's fees, binds itself to pay the UP BAGUIO a sum equivalent to twenty-five percent (25%) of the total amount claimed, but no case less than ten thousand (P10,000), aside from any and all damages and costs of litigation including other expenses to which the UP BAGUIO may be entitled under law.
2. That parties hereby agree that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be the proper court in Baguio City.



3. That failure of the UP BAGUIO to insist upon a strict performance of any of the terms, conditions, and covenants hereof, shall not be deemed a relinquishment of waiver of any right or remedy that is has, nor shall it be construed to be a waiver of any subsequent breach or default of the terms herein contained, which shall be deemed in full force and effect.

## **V. JANITORIAL RULES AND REGULATIONS OF UP BAGUIO**

The janitorial agency shall correct any defect in the delivery of janitorial services which shall not be limited to the replacement of any personnel, within twenty-four (24) hours upon receipt of the valid complaint. The correction defect must be acceptable to UP Baguio.

Janitorial Agency shall comply with the following UP Baguio Rules and Regulations:

1. All workers shall wear IDs issued by the contractor.
2. Observe appropriate dress code/uniform; no wearing of shorts, sando, and slippers during work hours.
3. Smoking is strictly prohibited in all areas in the University of the Philippines Baguio. Penalties in accordance with RA9211 will be implemented accordingly.
4. Drinking of liquor is also strictly prohibited on campus. Intoxicated workers will not be permitted entry to the campus/site.
5. The University will not condone the use of prohibited drugs. The University will take the appropriate steps to prosecute offenders.
6. This is a university, a place of learning. Minimize work-related noise and avoid all unnecessary noise. Observe silence in university premises and buildings at all times.
7. Maintain cleanliness in and around the work area and quarters
8. Refrain from subjecting students and personnel to whistling, heckling, stares and other inappropriate behavior. The provisions of the Anti-Sexual Harassment Act shall be strictly applied and followed, workers actually on site should attend the Anti-Sexual Harassment Orientation.
9. Adhere to the guidelines of the Green Campus Policy of the University

## **VI. MANPOWER DEPLOYMENT REQUIREMENTS**

<b>Place assignment</b>	<b>No. of personnel</b>
College of Social Sciences	2
College of Arts and Communication	2
Library	2
Residence Hall	1
Alumni Building	1
Canteen	2
Institute of Management and Clinic	1
Iskolar ng Bayan Phase 1	1
Iskolar ng Bayan Phase II	1
College of Science (old)	2
Kolehiyo ng Agham	2
Science Research Center	1
Human Kinetics Program Building	4
Museo Kordilyera	1
Perimeter grounds, gardens, boardwalk, and open spaces	6
Balay Internasyonal including grounds, gardens, and open spaces	4
Perimeter area of Dorm and Walk-Up open spaces	1

## **VII. SUPPORT EQUIPMENT REQUIREMENTS**

<b>Particulars</b>	<b>Minimum Requirements</b>
Uniform	68 sets (2 sets per janitor/janitress)
Raincoat and Boots	34 sets
Arm Sleeve Cover (Pair)	68 sets (2 sets per janitor/janitress)
Face Mask, disposable	50 pieces per month per janitor/janitress

## **VIII. BUDGETARY REQUIREMENTS**

The funds necessary to implement the **Procurement of Twelve (12) Month-Janitorial Services for UP Baguio** for the period **16 January 2024 to 15 January 2025** is estimated at **Six Million Three Hundred Eighty Thousand Pesos Only (PhP 6,380,000.00)**.

The Cost Distribution “**Annex A**” is attached for details.