

**TERMS OF REFERENCE  
FOR JANITORIAL SERVICES FOR THE YEAR  
2021**

<b>I. QUALIFICATIONS OF THE CONTRACTOR</b>	<b>COMPLIANT</b>
Must be a duly licensed and registered Service Contractor in accordance with 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, 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 Contract (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.	

<b>II. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR</b>	<b>COMPLIANT</b>
Must submit a sworn statement that it is compliant with the Labor Laws and Other Social Legislations as mandated by Section 25.2 of the Implementing Rules and Regulations of Republic Act (R.A.) No. 9184 or the Government Procurement Reform Act.	
Must provide certifications from the proper government agencies that 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.	

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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 COVID-19 negative upon completion of RT-PCR testing. The Contractor shall cooperate with the OSG in 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 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, 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 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.	
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. ( <i>Type A-Polo, slacks &amp; Type B- Polo shirt slacks</i> )	
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 client under the same rate and manner of payment.	

<b>III. BUDGET</b>	<b>COMPLIANT</b>
Six Million Three Thousand and Three Hundred Ninety Five Pesos and Fifty Two Centavos (₱6,003,395.52) inclusive of all the government taxes, charges, and the standard administrative fee.	

<b>IV. COMPLEMENT</b>	<b>COMPLIANT</b>
Twenty Two (22) Janitors	
One (1) Working Supervisor	

<b>V. HOURS OF WORK</b>	<b>COMPLIANT</b>
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	