

TERMS OF REFERENCE

I. RATIONALE

The Overseas Workers Welfare Administration – Regional Welfare Administration (OWWA-NCR) commits to the promotion and protection of the welfare and interest of the OFWs and their families through the continual improvement of its programs and services, systems and procedure and to ensure viability of its fund.

To be able to efficiently deliver its services, the OWWA-NCR requires a Service Provider who is capable of supplying janitorial and support services to augment its regular plantilla at the OWWA RWO-NCR Offices located at the STWLPC Building in Pasay City, OWWA Development Center Building in Manila, OWWA Satellite Office at the DMW in Mandaluyong City and at the Assistance Counters located within the Ninoy Aquino International Airport Terminals (NAIA).

II. TECHNICAL PARAMETERS

A. STABILITY

1. **MINIMUM SERVICE TRACK RECORD:** The Service Provider should have a minimum of five (5) years' experience in providing not only janitorial services but also other support services, such as supervisor, clerical staff, Data Encoder, Driver. It should not have any record of service contract pre-termination for whatever cause.
2. **LIQUIDITY OF THE CONTRACTOR:** The Service Provider should be in good financial standing and must have a liquidity ratio of at least 1:1.
3. **ORGANIZATIONAL SET-UP:** The Service Provider must have enough number of personnel and staff in the office to be able to attend to the administrative needs of its workers deployed in different offices and it must be managed by professionals who have a good background on personnel management.
4. **GOOD CITIZENSHIP RECORD:** It should not be found guilty, by final judgment, for violation of the provisions of labor code and other pertinent labor laws, within two (2) years from the submission of this Bid.

B. RESOURCES

1. **MATERIALS AND SUPPLIES:** The Service Provider should be able to provide the required materials and supplies in advance regularly.
2. **NUMBER OF PERSONNEL:** The Service Provider must have a capacity to supply sufficient number of personnel and staff to the number of contracts.

C. HOUSEKEEPING PLAN

The Service Provider should be able to develop a housekeeping plan which is tailor fit to the requirements of the client organization. It should provide an overview of the housekeeping requirements of the client organization and describe the plan or actions for meeting those requirements. Further, it should also be updated and revised to reflect changing circumstances.

D. OTHER FACTORS

1. **RECRUITMENT AND SELECTION CRITERIA:** The personnel of the Service Provider must have the qualification described in Item IV of this agreement.

2. **COMPLETENESS OF UNIFORMS:** The Service Provider should be able to supply the uniforms of janitors, maintenance personnel and drivers including telephone and elevator operators.

The clerical personnel and data encoders shall wear appropriate office attire following the **prescribed color scheme for OWWA employees' uniform**. Any personnel not wearing proper uniform should be penalized by the service provider.

3. **CODE OF CONDUCT:** The Bidder must have a written Code of Conduct that sets clear standards of behavior for the personnel whom it intends to be assigned in OWWA. These standards apply while rendering services for employees who do not comply. It also includes commitments that personnel with:

- Respect, protect and uphold the values espoused at OWWA at all times;
- Maintain high standards of conduct and ethical behavior;
- Uphold the virtues of being a good Filipino citizen;
- Respect of the rights of others and the rule of Law; and
- Maintain regular attendance and punctuality;

III. PERSONNEL TO BE PROVIDED

The Service Provider shall provide OWWA with THIRTY-FOUR (34) personnel, broken down as follows:

| PERSONNEL POSITION | NUMBER |
|---------------------------|---------------|
| Supervisor | 1 |
| Clerical | 13 |
| Data Encoders | 8 |
| Janitor/ Janitress | 10 |
| Drivers | 2 |
| | |
| TOTAL | 34 |

The PERSONNEL to be assigned in OWWA RWO-NCR must possess the suitable educational and skills qualifications, experience, and physically and mentally fit with no derogatory record. They shall render services to OWWA eight (8) hours a day, six (6) days a week from Monday to Saturday. No services shall be rendered during legal and special holidays, except when necessary or when the exigency of service so requires.

OWWA RWO-NCR reserves the right to increase / decrease the number of personnel to be deployed by the Service Provider as it deems necessary. The increase/decrease of personnel shall be effective within five (5) days after receipt of the Service Provider of the Notice and shall not require the execution of a supplemental contract.

The Service Provider is the employer of all the personnel assigned under the Contract and shall be primarily responsible and liable for strict compliance with all pertinent labor legislations, rules and regulations.

The Chief of Administrative and Finance Division, her/his duly authorized representative shall have the direct supervision, coordination and monitoring of the Service Provider's compliance to the minimum labor standards of law vis-a-vis the workers deployed to OWWA RWO-NCR premises;

The winning bidder shall submit to OWWA RWO-NCR upon receipt of Notice of Award and Notice to Proceed the bio-data with picture of all personnel to be deployed to OWWA.

If the OWWA RWO-NCR determines that the assigned personnel is unable or incapable of performing assigned duties or is not in compliance with the specified service requirements, it shall require the Service Provider for a replacement within twenty-four (24) hours.

The proposed replacement personnel shall meet the minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to OWWA RWO-NCR. Bio-data and reference(s) shall be submitted to OWWA for the proposed replacement(s). OWWA may reject any replacement if references or past working performance is questionable or unfavorable

The service contractor shall provide all the regular personnel assigned with the following minimum sets of uniform at no cost to the personnel:

1. Janitors – 4 sets upper (2- Polo and 2 – Polo Shirt / Blouse with Service Provider Logo
2. Office Personnel (Supervisor, Office Clerks and Data Encoders) – 4 sets Polo/Blouse (without Service Provider Logo)
3. Service Driver – 4 sets Polo Barong with Service Provider logo

IV. MINIMUM QUALIFICATIONS OF PERSONNEL

1. Supervisor

- Graduate of any four-year college course
- Must be computer literate and knowledgeable in using MS Excel and MS Word
- Must have above-average communication skills - both oral and written
- With at-least two years actual janitorial supervisory experience
- Must be able to prepare communications, reports and simple computations related to wages, salaries and hours of work of agency personnel using either Microsoft Word and/or Excel.

2. Clerical Staff

- At least college level or a graduate of office-work related course
- Must be computer literate and can prepare draft communications and/or report in Microsoft Word and/or Microsoft Excel
- Must have average communication skills in both English and Pilipino
- Can manage sorting and filing documents in the place of assignment
- Can answer phone calls and perform other duties that may be given from time to time

3. Data Encoders

- Graduate of any two-year IT related course or four-year college course
- Must have at least one-year computer related working experience
- Must have above average typing and encoding skills using Microsoft Word, Access, Excel and other similar computer applications
- Can perform other computer related duties and may be assigned

4. Janitors

- Must be at least high school graduate
- Must be responsible and can work with minimum supervision
- Must be familiar with the use and operation of cleaning tools and equipment
- Must be honest and punctual
- Must be able to understand and carry-out simple cleaning assignments

5. Service Drivers

- At least high school graduate
- Must hold the appropriate professional driver's license restriction category
- Must be able to perform vehicle cleaning and washing as may be required
- Must have excellent hearing and eye-sight
- Must have at least three (3) years professional driving experience
- Must be able to perform simple vehicle fault and troubleshooting
- Must be polite, honest and cautious driver

V. SERVICE REQUIREMENTS

A. JANITORIAL, SANITATION, MAINTENANCE AND RELATED SERVICES

The Service Provider shall provide personnel to perform janitorial, sanitation, maintenance and related services to cover the OWWA RWO-NCR, Sen. Gil Puyat Ave., Pasay City, to include BFO Development Center, Intramuros and its Extension Offices at DMW, Mandaluyong, and OWWA Counter at NAIA. The areas and properties to be serviced shall be limited to common areas of the building, including the comfort and wash rooms, corridors, lighting and other fixtures, equipment and outside premises, including the covered walks, pavements and the landscape.

B. DRIVERS

The winning bidder shall also provide driving services to the OWWA RWO-NCR clients including its authorized officials and staff. This shall include daily cleaning and washing and checking vehicles that they are all in good running condition.

In case of work or travels outside the National Capital Region, the Service Provider personnel shall be entitled to the travel allowance equal to the amount stated in this agreement which shall be advanced by the Service Provider prior to the travel of the personnel.

VI. BILLING AND PAYMENT

A. The Service Provider shall submit to OWWA RWO-NCR its monthly billing within five (5) days after services were rendered for the month, together with the following documents:

1. Certification showing that actual services have been rendered by the personnel for the billing period claimed. Billing for overtime services shall be accompanied by a certification of rendition of overtime duly approved/issued by the Administrative and Finance Division; and accomplishment report duly certified by the head unit/division where the overtime service has been rendered.
2. Proof of payment of the salaries, wages and/or benefits of all its personnel from the previous billing period.
3. Photocopy of Official Receipt (OR) of remittances of SSS/Philhealth/ ECC/Pag-Ibig Fund premiums/payments and other deductions/ contributions required or authorized by law. The OR shall be supported by a list of the personnel whose premiums/payments and other deductions/contributions were remitted and the amount of remittance for each personnel.
4. Certification that the salaries and other fringe benefits of personnel for the preceding month have been paid without any unlawful deductions.
5. Daily Report on the Running Condition of the Equipment supplied by the agency prepared by the Property Unit and signed and certified by the Chief of Administrative and Finance Division.
6. Delivery receipt of janitorial supplies and materials issued certified by a regular employee from Property Unit.

B. The Service Provider shall pay the salaries, allowances and other benefits of all the personnel assigned under the Contract in accordance with the existing laws, rules and regulations. Payment of salary shall be done through ATM, on or before every 10th and 25th day of the month.

Salary may be increased or decreased by the mutual agreement of the parties depending upon changes in the cost of labor, and applicable laws and regulations as implemented by the Department of Labor and Employment and other Government agencies. Both parties shall agree that the said changes shall be affected without the necessity of executing a Supplemental Contract, except in cases where the compensation for the additional personnel exceeds twenty five percent (25%) of the total amount provided in the Contract.

C. OWWA RWO-NCR shall pay the successful bidder's monthly billing rate within twenty (20) days from receipt of the corresponding bill covering the services already rendered, subject to its usual accounting and auditing laws, rules and regulations and the submission by the Agency of the documents enumerated in Section A above. Provided that the agency has complied with the provision of the contract.

VII. MATERIALS AND SUPPLIES TO BE PROVIDED BY THE SERVICE PROVIDER

In order to carry out effectively the maintenance, janitorial and sanitation services, the winning bidder shall provide its personnel with the janitorial supplies and materials.

The janitorial supplies as specified in the following List of Standard Quantity of Supplies and Materials shall be delivered based on the schedule:

- Monthly Janitorial Supplies – first working day of the month
- Quarterly Janitorial Supplies – first week of every quarter
- Annual Janitorial Supplies – three days before the commencement of contract.

(Please see attached)

The supplies shall be inspected and certified by an authorized OWWA personnel. The deposit and release/issuances of janitorial supplies will also be closely monitored by the Property Unit. The OWWA-NCR shall provide a storage room where the equipment and tools of the winning supplier shall be stored.

VIII. OTHER DOCUMENTARY REQUIREMENTS FOR CONTRACT PREPARATION

Aside from the bidding documents and documents submitted by the winning bidder, the following documents shall be required for the contract preparation and signing:

1. Bio-data of In-house supervisor to be assigned to OWWA RWO-NCR;
2. Bio-data of all personnel to be assigned to OWWA RWO-NCR;
1. Result of drug test and medical exam (i.e. chest x-ray, complete blood count, urinalysis, fecalysis and Hepatitis B surface antigen);
3. NBI Clearance of all Agency personnel to be assigned at OWWA RWO-NCR.
4. List of all equipment to be provided to OWWA RWO-NCR. The list shall include the serial number of each unit. The list should comply with the requirements of OWWA as indicated in the bidding documents;

The above-mentioned documents shall form part of the contract.

IX. TAXES

The Service Provider shall pay taxes in full and on time and that failure to do so will entitle OWWA to suspend payments due to the Service Provider.

If any condition or provision of this agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.

Service Provider reserves the right to assign and/or discount with any financial institution its receivables under this contract without prejudice to the right of the OWWA.

X. DURATION OF THE CONTRACT

The contract for janitorial and other support services shall be eight (8) months of CY 2023 (May 01 to December 31) and may be extended on a monthly basis up to a maximum extension of six months.

XII. APPROVED BUDGET FOR THE CONTRACT

An approved budget for the contract (ABC) in the amount equal to **Six Million Eight Hundred Sixty-Eight Thousand Four Hundred Sixty-Two and 56/100 (Php6,868,462.56)** or a period of eight (8) months shall be allocated for the contract, subject the provisions of R.A. 9184.

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| <p>Prepared by:</p> <p>LORENZA C. REYES OWWO I / Personnel Designate</p> | <p>Recommending Approval:</p> <p>BELLA MAY B. ESPINO- GUARIN OIC, Administrative and Finance Division</p> | <p>Certified Funds Available:</p> <p>MERIAM T. NICOLAS Accountant III</p> |
| <p style="text-align: center;">Approved by:</p> <p style="text-align: center;">MA. TERESA B. CAPA Director II</p> <p style="text-align: center;">Date Signed: _____</p> | | |