

NATIONAL HOME MORTGAGE FINANCE CORPORATION

TERMS OF REFERENCE

PROCUREMENT OF JANITORIAL SERVICES 2021

1.0 BACKGROUND

The National Home Mortgage Finance Corporation (“NHMFC” or the “Corporation”) was created in 1977 by Presidential Decree No. 1267 which mandated to increase the availability of affordable housing loans to finance the Filipino homebuyer’s acquisition of housing units through the development and operation of a secondary market for home mortgages. As the major government home mortgage institution, NHMFC was mandated to provide a viable home mortgage market by purchasing mortgages originated by both private and public institutions that are within the government-approved guidelines.

In support of the day-to-day operations of the NHMFC and to maintain orderliness and cleanliness of office premises, the Corporation is requiring for the provision of twenty-two (22) janitorial/utility personnel and one (1) supervisor (free of charge) from interested bidders to be assigned at the following NHMFC offices:

ASSIGNMENT (Head Office(HO) and Satellite Offices)			Number of Personnel	Schedule of Deployment (6 days per week)		
				7:00 am – 4:00 pm	8:00 am – 5:00 pm	10:00 am – 7:00 pm
A.	Head Office	Ground Floor	4	1	2	1
	-	Second Floor	4	1	2	1
	-	Third Floor	3	1	1	1
	-	Fourth Floor	3	1	1	1
	-.	Fifth Floor	2	1	1	-
	-	Comfort Rooms	2	2	-	-
B.	NHMFC – Taguig City Warehouse		2	1	1	-
C.	Imus, Satellite Office		1	1	-	-
D.	Sta. Rosa Satellite Office		1	1	-	-
Sub-total			22	10	8	4
Plus One (1) Supervisor (Free of Charge)			1			-
TOTAL			23			

2.0 OBJECTIVE

To select the service provider that can offer the best janitorial and sanitation service to NHMFC with the lowest responsive calculated bid beneficial to the Corporation.

3.0 APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for one (1) year is **Six Million Six Hundred Thirty Thousand Pesos (Php 6,630,000.00)**, inclusive of all applicable taxes, and will be sourced from the approved corporate budget.

4.0 PROPOSAL/SCOPE OF WORK

The following must be present in the proposal/janitorial plan for the provision of janitorial and sanitation services aside from the supplementary itemized scope of work to be included in the CONTRACT;

- a) The utility personnel to be assigned to NHMFC will be in the office premises and perform janitorial activities for eight (8) hours, six (6) days a week during the entire duration of the contract;
- b) Maintenance of cleanliness and orderliness of office premises on a daily, weekly, and monthly/periodic basis;
- c) Provision of janitorial supplies and equipment;
- d) Attend to the needs of staff/officers during meetings/conferences, such as serving of food, etc.;
- e) Strict observance of company policies, rules, and regulations concerning janitorial activities;
- f) Personnel assigned, while performing their duties, shall wear identification cards and uniforms to be provided by the Winning Bidder; and
- g) Perform such other related duties which the Corporation may prescribe or assign from time to time.

The bidder, however, must be able to provide for immediate replacement and/or deployment of utility personnel, at no extra cost to the Corporation, in case the NHMFC Head Office transfer to a new location within Metro Manila.

5.0 OBLIGATIONS AND RESPONSIBILITIES OF THE BIDDER

- a) The WINNING BIDDER shall provide twenty-two (22) janitorial/utility personnel and one (1) supervisor (free of charge), in addition to the regular number of personnel to be shouldered by the WINNING BIDDER, to be assigned in the NHMFC offices/floors

as indicated in Item 1. Likewise, the WINNING BIDDER shall assign personnel qualified to perform the functions and duties and that they possess the following:

❖ **SUPERVISOR (Free of Charge)**

- Male/Female; Filipino Citizen
- Two (2) years of college education
- Professionally trained and/or experience relevant to the job
- Must have at least 3 years of experience in supervising a manpower complement of more than 20 utility personnel/janitors
- No derogatory records

❖ **JANITOR/UTILITY PERSONNEL**

- Male/Female; Filipino Citizen
- Physically and Mentally Fit
- At least High School Graduate
- Professionally trained and/or experience relevant to the job
- At least two (2) janitors must possess practical know-how in gardening and/or caring for plants
- At least two (2) janitors must have basic knowledge in plumbing and carpentry works
- No derogatory records

- b) The WINNING BIDDER shall provide relievers or replacements of the assigned personnel who are absent or unable to perform the services contracted, for any reason whatsoever, in order to ensure continuous and uninterrupted service.
- c) The WINNING BIDDER upon request of the procuring entity, when it deems necessary, anytime during the duration of the contract, may require the service provider to replace any of its personnel due to unsatisfactory performance and other causes. The winning bidder must replace the personnel concerned within twenty-four (24) hours upon receipt of the notice.
- d) The WINNING BIDDER shall possess all government permits, licenses, and clearances necessary for the performance of the services contracted; assume full responsibility for complying with all laws, ordinances, and regulations applicable to the said contracted services; and agrees to be solely responsible for renewing all such permits, licenses, and clearances.

- e) The WINNING BIDDER shall assign one (1) Supervisor (free of charge) who shall be stationed at the NHMFC Head Office to monitor the performance of deployed personnel.
- f) Any stoppage of work caused by the employees of the WINNING BIDDER for any unjustifiable reason shall be the responsibility of the WINNING BIDDER and shall be liable for any damage that may be caused to the NHMFC by such action.
- g) The WINNING BIDDER shall be liable for non-performance of work of its personnel assigned to the NHMFC and shall, likewise, be liable for the payment of any losses caused by such non-performance of work.
- h) The WINNING BIDDER shall be liable for any losses and damages which the NHMFC properties and facilities may suffer as a direct result of the fault or negligence of the personnel assigned.
- i) The WINNING BIDDER shall assume exclusive, immediate and full responsibility for any loss or damage and/or personal injury sustained by the NHMFC, its officers, employees, visitors and agents, as well as properties of said persons, where such loss or damage or injury have been caused by or attributed to any fault, untoward act, misconduct, negligence, theft, pilferage, robbery, and any other unlawful or destructive act, on the part of the WINNING BIDDER or any of its personnel.
- j) The WINNING BIDDER, its representative, and personnel shall obey the rules and regulations of the NHMFC including matters pertaining to janitorial and sanitation activities.
- k) The WINNING BIDDER shall provide identification cards and uniforms to its personnel, which shall be worn during work hours and at all times that this within the NHMFC premises.
- l) The WINNING BIDDER hereby warrants that its workers/laborers have been properly trained and thoroughly screened prior to employment, and have been required to present favorable police clearances and a medical certificate attesting to their good moral character and physical fitness respectively for the work involved.
- m) The WINNING BIDDER shall stand fully and solely liable for the enforcement of and /or compliance with all labor and/or social legislations as well as other pertinent

laws and/or decrees and those that may be enacted thereafter. The WINNING BIDDER shall comply with the payment of salaries in accordance with the existing labor laws, rules, and regulations such as but not limited to, the Labor Code laws on existing Living Allowances, 13th Month Pay, PD 351, PhilHealth Membership, Social Security Law, Pag-IBIG and Employees Compensation Commission and shall strictly observe the provision of a copy of payslip to all its personnel assigned to NHMFC.

- n) The WINNING BIDDER shall take into account NHMFC's right or option to recommend to the WINNING BIDDER the number of existing utility personnel for absorption. NHMFC, however, reserves the right to demand the immediate replacement of any service personnel assigned by the WINNING BIDDER to the job who, in the opinion of the former, is incompetent, dishonest, or whose services will be prejudicial to the interests of the Corporation.

- o) The WINNING BIDDER shall give a written notice to NHMFC whenever any of these service personnel are to be replaced or removed. The number of janitors/janitresses required in the Contract may be revised in accordance with the needs of the Corporation, provided that due notice thereof is served upon and provided further, that in case of a decrease, the number of personnel to be retained should at least be 80% of the present requirement.

- p) The WINNING BIDDER shall authorize the NHMFC in special cases, where warranted/exigent, to intervene in the supervision of the personnel assigned to the NHMFC during their term of duty. However, the exercise by the NHMFC of such authority shall neither be deemed nor interpreted as a relinquishment of the power/responsibility of the WINNING BIDDER as the employer of its personnel assigned to the NHMFC nor be construed as creating an employer-employee relationship between NHMFC and the said personnel of the WINNING BIDDER.

6.0 POST QUALIFICATION

A post-qualification will be conducted on the Bidder with the Lowest Calculated Bid after the opening of the Technical Documents and Financial Bids.

7.0 DURATION OF CONTRACT

The contract for the procurement of janitorial services shall be for a period of one (1) year reckoned within seven (7) days from the issuance of the Notice to Proceed.

However, a performance evaluation shall be conducted every six (6) months in order to determine if the performance of the WINNING BIDDER is satisfactory. The janitorial service provider with two (2) unsatisfactory ratings within the year will be disqualified by the Corporation from participating in any future bidding process for at least two (2) years.

The contract may likewise be extended monthly by the procuring entity not exceeding six (6) months, subject to the mutual agreement of both parties and in accordance with the provision of the revised guidelines of RA9184.

8.0 BREACH OF CONTRACT

In the event that the NHMFC finds the WINNING BIDDER'S services unsatisfactory or fails to comply with and/or violates any of the terms and conditions stipulated in the CONTRACT, NHMFC, after notice to the WINNING BIDDER, has the option to terminate the contract prior to its expiration and the NHMFC shall not incur any liability by reason of said pre-termination.

The WINNING BIDDER shall be liable for all damages that NHMFC may suffer by reason of breach of contract on the part of the WINNING BIDDER or its failure to maintain the cleanliness of the NHMFC's office/premises in accordance with the terms and conditions stipulated in the CONTRACT, or due to strike on the part of the personnel of the WINNING BIDDER or their incapacity arising from other causes.

The NHMFC shall undertake the services and charge the cost of expenses thereof to the account of the WINNING BIDDER and against the Surety/Performance BOND, and if the BOND is still insufficient, then NHMFC may further charge the additional cost and/or expenses against the money due to the WINNING BIDDER under the CONTRACT.

9.0 PAYMENT TERMS

The WINNING BIDDER shall send a monthly billing to NHMFC, including its Accomplishment Report, which shall be the basis for payment of its services. Other required documents shall be determined by NHMFC prior to payment to be attached to the Disbursement Voucher such as but not limited to the following:

- i) Sworn affidavit certifying that it has paid the salaries, wages and/or benefits of its personnel under the law for the previous billings as well as proof of remittances, premium/payments, and other deductions/contributions authorized by law;
- ii) Sworn Statement showing that actual services have been rendered by the personnel of the WINNING BIDDER for the period claimed; and

iii) Monthly performance and accomplishment report(s) duly certified as satisfactory and in accordance with the CONTRACT.

NATIONAL HOME MORTGAGE FINANCE CORPORATION

Name of Project:

PROCUREMENT OF JANITORIAL SERVICES FOR 2021

APPROVED:

**NHMFC Bids and Awards Committee
(BAC)**

MA LUISA M. FAVILA
Member

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Member

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Date : _____