



TERMS OF REFERENCE

OUTSOURCING OF JANITORIAL AND OTHER MANPOWER SERVICES FOR PHILIPPINE SCIENCE HIGH SCHOOL-CENTRAL MINDANAO CAMPUS

A. SCOPE OF WORK

Details are provided in the attached Annex "A" and made integral part of this Contract.

B. WORK SCHEDULE

1. The BIDDER shall provide and assign to the PSHS-CMC the abovementioned staff from Monday-Friday and render at least Eight (8) hours of work per day or a total of Forty (40) hours of work per week or at schedules to be agreed by both parties.
2. Personnel assigned to the PSHS-CMC must observe its schedule including work suspension as well as special and non-working holidays.
3. The Work Schedule is subject to change at any time when required by the PSHS-CMC.

C. PERSONNEL MATTERS

1. The PSHS-CMC has the right to screen applicants and choose the personnel to be assigned. The BIDDER shall provide the result of pre-employment examinations results to the PSHS-CMC and a copy of employment requirements submitted by the staff.
2. The personnel to be assigned to the PSHS-CMC are required to observe the PSHS-CMC's Office Rules and Regulations and must conduct themselves in a manner appropriate for a government employee (even if there is no employee-employer relationship) as they are serving as part of the organization.
3. The BIDDER shall pay the personnel all benefits required by law.
4. The BIDDER shall provide the PSHS-CMC the list of benefits to be given to the assigned personnel.
5. The personnel shall undergo periodic performance evaluation twice in a year.
6. The PSHS-CMC has the right to recommend the termination of assigned personnel in case of violation of rules and regulations as well as internal policies of the PSHS-CMC, or for any other reasonable cause.

7. The personnel, through the BIDDER, agrees to assign to the PSHS-CMC all intellectual property rights including but not limited to patents, copyrights, utility models, related rights arising from the services he/she will render for the institution in exchange of salary, honorarium, or any remuneration that he/she will be receiving.
8. The personnel, through the BIDDER, agrees to execute all documents, and do all acts as may deem necessary by the PSHS-CMC, to give effect to these terms.
9. The personnel must secure clearance for all accountabilities at the end of his/her assignment in the PSHS-CMC's Office.
10. The BIDDER shall guarantee payment of salaries of staff for the first Two (2) months of the contract even prior to the release of funds from the PSHS-CMC.
11. In case the PSHS-CMC requires deployment activities, the BIDDER shall process requirements for travel, per advice of the PSHS-CMC. Travel expenses shall be billed separately, the cost of which is on top of the contract price.

D. CONTRACT PRICE

1. In consideration of the above services to be rendered, the PSHS-CMC shall pay the BIDDER the amount of **Five Million Two Hundred Fifty Eight Thousand Nine Hundred Eighty Two Pesos and 72/100 (P 5,258,982.72)**. Every 3rd day after the billing month, the bidder shall submit actual billing per month commensurate with the actual manpower services rendered (refer to sample computation – Annex B) and subject to the availability of cash, and upon receipt of duly accomplished time records of the assigned staff, with the condition to deduct the equivalent wage for the absence of any of the assigned personnel, if not substituted. No payment shall be made for unfilled positions.
2. The BIDDER shall file their income and business tax returns and other required information electronically using the Electronic Filing and Payment System (EFPS).
3. The BIDDER shall furnish the PSHS-CMC a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) with the copy of tax payments made relative to the contract. Failure to do so shall entitle the PSHS-CMC to suspend payment to the BIDDER for services rendered.
4. The PSHS-CMC reserves the right to request for additional manpower services subject to NEGOTIATION and applicable government rules and regulations and procurement law.
5. The Contract Price is inclusive of all taxes, including VAT, to be due on BIDDER's receipt of the same, and shall not be subject to adjustment except as provided for in Item 3 IV of this Contract.
6. The Contract Price may be adjusted in case of:
 - a. Government-mandated increase on the minimum wage, cost of living allowance, SSS, Phil health and HDMF (PAGIBIG) contributions or other similar increase mandated by the appropriate government authority.
 - b. Additional work (OT) ordered by the PSHS-CMC or deductive work (under time and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price.

- c. Increase in salaries of government employees (pursuant to a directive/issuance by the Department of Budget and Management) which was used as basis in the computation of salary rates.
- d. The cost of adjustment shall be billed separately.

E. CONTRACT PERIOD

1. The term of this Contract shall be effective for a period of one (1) year commencing on **January 2, 2023 to December 29, 2023.**
2. The PSHS-CMC reserves the right to pre-terminate the contract in case the BIDDER fails to fulfill any of the obligations set forth in this contract. In case of termination, a Fifteen (15) day notice shall be made by either party.

F. PERFORMANCE SECURITY

1. Within Ten (10) calendar Days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

G. CONFIDENTIALITY

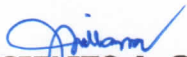
1. The PSHS-CMC and the BIDDER shall hold in strict confidence all information furnished by one to the other and shall not disclose the same to any Third Party without the prior written consent of the other party to the party providing such confidential information. It is hereby further agreed that both parties shall likewise hold on strictest confidence all information relating to this Contract that may be entered into by the parties, and shall not disclose to information unless expressly agreed upon in writing by the parties hereto.
2. In compliance with the Data Privacy Act of 2012, the office assigned personnel shall execute a confidentiality contract with the Bidder in favor of PSHS-CMC regarding the processing and sharing of personal data and sensitive personal information that they might handle in connection with their tasks.

H. OTHER CONDITIONS


1. Any judicial action to enforce any of the terms of this Contract shall be instituted and prosecuted in the court of appropriate jurisdiction in Lanao del Norte, Philippines.
2. The BIDDER shall guarantee for the loss or damage of the PSHS-CMC's property, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the BIDDER or any of its employees. Such loss or damage must be reported in writing to the BIDDER within Five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the BIDDER shall not in any way be made responsible.
3. The assigned personnel are the exclusive employees of the BIDDER and there exists no employer-employee relationship whatsoever between them and the PSHS-CMC, and claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the BIDDER shall be the sole responsibility of the latter.

4. The personnel to be assigned under this contract must be **trained** and with **adequate experience, physically and mentally fit, courteous and honest**, and are provided by the BIDDER with identification cards.
5. The cost of coverage of the assigned personnel for SSS, PhilHealth, Insurance and other benefits due them shall be the sole responsibility of the BIDDER.
6. The assigned personnel shall submit to personnel search and spot check by the PSHS-CMC's Security Guards when required, and must observe/abide by all security regulations and requirements of the PSHS-CMC.
7. Upon the request of the PSHS-CMC, the BIDDER shall relieve or transfer of its assigned personnel with whom the PSHS-CMC has **lost trust and confidence**, or which was found **inefficient, disobedient or disrespectful** or for any other valid or justifiable reason.
8. The PSHS-CMC is not answerable or liable whatsoever for any claim for the assigned personnel arising from the performance of their duties and/or in the course of employment with the BIDDER, including claims for benefits due to the BIDDER personnel.
9. The BIDDER shall provide working uniforms/PPE (hard hat, working gloves, safety shoes, safety boots, safety goggles, safety harness) in compliance to Occupational Safety and Health Standards.
10. The PSHS-CMC, in compliance with the minimum health protocol, requires the BIDDER to deploy personnel who are preferably fully vaccinated.
11. The BIDDER shall assign someone from the agency not included in the manpower requirement in this contract, a person who shall be responsible in the supervision and monitoring of the work assignments and in addressing concerns relative to the implementation of this contract.

Prepared by:


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Recommended by:


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Funds Available:

JOY J. NUENAY

SCOPE OF WORK

Number of Positions	Position Title	Duties and Responsibilities	Required Qualifications
6	Administrative Aide III (Office Clerk) to be assigned in the following offices: 1 for CID 1 for SSD 1 for HR 1 for GSU 2 for Dormitories	<ul style="list-style-type: none"> • Logs incoming and outgoing correspondence and maintains an orderly and updated filing system; • Assists in various clerical work and provides logistical support for meetings and other activities • Entertains queries from various offices and individuals • Drafts/encodes correspondence, reports; • Maintains records, reports and other pertinent documents; • Performs other duties that may assigned by Immediate Supervisor 	<ul style="list-style-type: none"> • Education: A graduate of Two (2) year-course or have earned 72 units in college • Experience: 1 year experience • Training: 4 hrs of relevant training
1	Administrative Aide III (Office Clerk) for COA Office	<ul style="list-style-type: none"> • Receives, Records and Releases Documents • Does Filing and Organizing • Monitors submission of reports • Serves as Liaison • Photocopies documents • Answers phone calls/inquiries • Assists in the Inspection of Supplies and Materials • Performs other duties assigned by the Audit Team from time to time 	<ul style="list-style-type: none"> • Education: A graduate of Two (2) year-course or have earned 72 units in college • Experience: 1 year experience • Training: 4 hrs of relevant training
7	Utility Worker to be assigned in the following areas on rotation basis: 1 for Admin. Bldg./ Student's Kiosk 1 for SLRC/Storage Bldg. 1 for ACA Bldg. I & II 1 for ACA Bldg, III & SRF 1 for Dorm (Boys) 1 for Dorm (Girls)	<ul style="list-style-type: none"> • Cleans designated building areas (dusting, sweeping, vacuuming, mopping, restroom cleaning, disinfection of surface, etc) • Performs and document routine inspection and maintenance activities • Notifies management of occurring deficiencies or needs for repairs • Makes adjustments and minor repairs • Cooperates with the rest of the staff • Performs other duties that may be assigned by GSU Head 	<ul style="list-style-type: none"> • Education: At least high school graduate or its equivalent • Experience: At least 2 years relevant experience • Training: None • Eligibility: Housekeeping NC II

	1 for Dorm III /Function Hall/Gym		
2	Skilled Worker Assistant	<ul style="list-style-type: none"> Assists skilled worker (Plumber/Mason/Carpenter) in the conduct of regular preventive and corrective maintenance Does other related works and or duties assigned by GSU Head 	<ul style="list-style-type: none"> Education: at least elementary graduate Experience: None Training: None
1	Gardener (female)	<ul style="list-style-type: none"> Maintains the beauty of plants, outdoor grounds, and trees in the garden Trims plants that may cause hazard (blocking driver's vision, pedestrian, pathways, etc) Removes weeds from plants Removes and disposes garbage Removes cobwebs and rubbish from covered pathways Cleans patios, benches and outdoor furniture by spray washing Does other functions related and or assigned by GSU Head 	<ul style="list-style-type: none"> Education: At least high school level or its equivalent Experience: 1 year relevant experience in handling propagation and caring of plants/garden Training: Horticulture or any related training
2	Ground Maintenance (Grass Cutter/Sweeper) (male)	<ul style="list-style-type: none"> Cuts grasses/trees inside the campus Trims plants and trees around the perimeter fence and all hazardous tree branch Maintains cleanliness of grounds Removes and dispose of trash and debris in grounds Does other related work and/or assigned by GSU Head 	<ul style="list-style-type: none"> Education: At least high school level or its equivalent Experience: None Training: none
1	Electrician	<ul style="list-style-type: none"> Conducts regular preventive maintenance of school buildings and facilities Assembles, installs, test and maintains electrical wiring, equipment, appliances, apparatus & fixtures using hand tool and power tools; Diagnose malfunctioning systems, apparatus and components using test equipment and hand tools to locate the cause of a breakdown and connect the problem; Connects wires to circuit breakers, transformers of other components; 	<ul style="list-style-type: none"> Education: High school graduate or completion of relevant vocational/trade course Experience: 1year relevant Experience Training: Eligibility: Electrical Installation and Maintenance NC II

		<ul style="list-style-type: none"> • Inspects electrical systems, equipment and components to identify hazards, defects and the need for adjustment or repair and to ensure compliance with codes; • Conducts preventive maintenance for buildings and equipment • Advises management on whether continued operation of equipment could be hazardous. • Performs other task assigned by GSU Head 	
1	Plumber	<ul style="list-style-type: none"> • Conducts regular preventive maintenance of school buildings and facilities • Installs pipes and fixtures such as sinks and toilets; • Installs support for pipes, equipment and fixtures prior to installations; • Assembles fitting and valves for installation; • Modifies length of pipes, fixtures and other plumbing materials as needed for a building; • Uses saws and pipe cutters as necessary • Analysis problem & identifies appropriate tools & materials for repair; • Follows health and safety standards and complies with building codes. 	<ul style="list-style-type: none"> • Education: High school graduate or completion of relevant vocational/trade course • Experience: 1 year relevant experience • Training: none required • Eligibility: Plumbing NC II
1	Carpenter/ Mason (Wood/Concrete /Metal Works)	<ul style="list-style-type: none"> • Conducts regular preventive maintenance of school buildings and facilities • Repairs and maintains buildings; • Installs and repairs tiled floors and/or walls; • Plasters ceilings and/or walls; • Estimates masonry jobs; • Does carpentry work incidental to masonry work; • Assigns work to a helper or apprentice; • Installs structures and fixtures such as windows and molding; • Measures, cut or shape wood, plastic and other materials; • Constructs building frameworks including walls, floors and doorframes; 	<ul style="list-style-type: none"> • Education: Elementary Graduate • Experience: 1 year relevant experience • Eligibility: Carpentry NC II

		<ul style="list-style-type: none"> • Inspects and replace damaged framework or other structures and fixtures. • Other works assigned by GSU Head 	
1	Air-conditioning Technician	<ul style="list-style-type: none"> • Installs air-conditioning units, heaters and coolers • Conducts regular maintenance check on the air-con units • Diagnoses problems and troubleshooting of the units • Does repairs of the damaged units • Replaces faulty equipment; • Other works assigned by GSU Head 	<ul style="list-style-type: none"> • Education: High school graduate or completion of relevant vocational/trade course • Experience: 1 year relevant experience • Training: None Required • Eligibility: Refrigeration and Airconditioning NC II