



TERMS OF REFERENCE

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

SCOPE OF WORK

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

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. Assigned staff must observe the PSHS-CMC's work schedule (sliding flexi, i.e. time in any time between 7:00 AM – 8:30 AM and time out after Eight (8) hours of work, any time between 4:00 PM – 5:30 PM, excluding lunch break).
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.

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.
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.

BIDS & AWARDS COMMITTEE
RECEIVED DATE: 10-15-2021
TIME: 09:05 AM
PSHS - CENTRAL MINDANAO CAMPUS

IAN GRIS L. CADILY

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.

CONTRACT PRICE

1. In consideration of the above services to be rendered, the PSHS-CMC shall pay the BIDDER the amount of **Three Million Seven Hundred Seventeen Thousand One Hundred Fifty Eight Pesos & 40/100 (P 3,717,158.40)**. 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 Article 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.

CONTRACT PERIOD

1. The term of this Contract shall be effective for a period of one (1) year commencing on **January 3, 2022 to December 29, 2022.**
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.

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.

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 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.

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.

ANNEX A: "SCOPE OF WORK"

NUMBER OF POSITIONS	POSITION TITLE	DUTIES AND RESPONSIBILITIES	QUALIFICATIONS
5	Administrative Aide III (Office Clerk) to be assigned in the following offices: 1 for CID 1 for SSD 1 for HR 1 for Registrar 1 for SPU/CMU	<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 meeting and activities ➤ Entertains queries from various office and individuals ➤ Performs clerical work and provides logistical support in the activities of CMC; ➤ Drafts/encodes correspondence, reports; ➤ Collects, sorts, organizes and presents communication/ data for projects / studies; ➤ Maintains records, reports and other pertinent documents; ➤ Performs other duties that may assigned by Immediate Supervisor 	<ul style="list-style-type: none"> ➤ Education: Completion of Two (2) years in College ➤ Experience: 1 year experience ➤ Training: 4 hrs. of relevant training
1	Administrative Aide III (Office Clerk) 1 for COA Office	<ul style="list-style-type: none"> ➤ Receiving, Recording and Releasing of Documents ➤ Filing and Organizing ➤ Monitoring of Report Submission ➤ Liaison ➤ Photocopy/ Fax Documents ➤ Answering Phone calls/Inquiries ➤ Assist in the Inspection of Supplies and Materials ➤ Perform other duties assigned by the ➤ Audit Team from time to time 	<ul style="list-style-type: none"> ➤ Education: Completion of Two (2) years in College ➤ Experience: 1 year experience Training: 4 hrs. of relevant training
5	Utility Worker to be assigned in the following areas on rotation basis:	<ul style="list-style-type: none"> ➤ Clean and supply designated building areas (dusting, sweeping, vacuuming, mopping, restroom cleaning, disinfection of surface, etc) 	<ul style="list-style-type: none"> ➤ Education: At least high school graduate or its equivalent

	<p>1-Admin/SLRC/Students' Kiosk 1-ACA I/Storage Building 1-ACA II & III 1-SRF/GYM/Dorm III & Function Hall 1-Dorm 1 & 2</p>	<ul style="list-style-type: none"> ➤ Perform and document routine inspection and maintenance activities ➤ Notify management of occurring deficiencies or needs for repairs ➤ Make adjustments and minor repairs ➤ Cooperate with the rest of the staff ➤ Performs other duties that may be assigned by GSU Head 	<p>Experience: At least 2 years relevant experience</p> <ul style="list-style-type: none"> ➤ Training: Training on Good house-keeping
2	<p>Skilled Worker Assistant</p>	<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	<p>Gardener</p>	<ul style="list-style-type: none"> ➤ Maintains the beauty of plants, outdoor grounds, and trees in the garden ➤ Trim plant material that become a hazard (blocking driver's vision, pedestrian, pathways, etc) ➤ Remove weeds from planters ➤ Remove and dispose of trash and debris from planters and parking lots ➤ Remove cobwebs and debris from building structures and signs ➤ Clean 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: Handling, propagation and caring of plants/garden ➤ Training: None
1	<p>Ground Maintenance (Grass Cutter)</p>	<ul style="list-style-type: none"> ➤ Cutting of grasses inside the campus ➤ Trim plants and trees around the perimeter fence and all hazardous tree branch ➤ Maintains cleanliness of grounds ➤ Remove 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; ➤ Inspects electrical systems, equipment and components to identify hazards, defects and the need for adjustment or repair and to ensure compliance with codes; ➤ Conduct preventive maintenance for buildings and equipment ➤ Advises management on whether continued operation of equipment could be hazardous. ➤ Performs other task assigned by GSU Head 	<ul style="list-style-type: none"> ➤ Education: High school graduate or completion of relevant vocational/trade course ➤ Experience: 1year relevant experience ➤ Training: None Required ➤ Eligibility: NC II
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 	<ul style="list-style-type: none"> ➤ Education: High School Graduate ➤ Experience: 1 year relevant experience ➤ Training: None required ➤ Eligibility: NC II

		<ul style="list-style-type: none"> ➤ Analysis problem & identifies appropriate tools & materials for repair; ➤ Follows health and safety standards and complies with building codes. 	
1	Carpenter/ Mason (Wood/Concrete /Metal Works)	<ul style="list-style-type: none"> ➤ Conduct regular preventive maintenance of school buildings and facilities ➤ Repairs and maintains buildings; ➤ Installs and repairs tiled or apprentice; ➤ 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; ➤ Picks up requisitioned tools and materials; ➤ Installs structures and fixtures such as windows and molding; ➤ Measure, cut or shape wood, plastic and other materials; ➤ Construct building frameworks including walls, floors and doorframes; ➤ Inspect and replace damaged framework or other structures and fixtures. ➤ Other works assigned by GSU Head 	<ul style="list-style-type: none"> ➤ Education: High School Graduate ➤ Experience: 1 year relevant experience ➤ Training: None required ➤ Eligibility: NC II