



## **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 above-mentioned 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 from 7:00 AM – 4:00 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 FRholidays.
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 PSHS-CMC shall conduct periodic performance evaluation to the assigned personnel every end of the First Semester and Second Semester.
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 deemed 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 3<sup>rd</sup> 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 **04 January 2021 to 31 December 2021**.
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. The BIDDER shall post a Performance Security prior to the signing of Contract, in the form of surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, equivalent to thirty (30%) percent of the annual Contract Price.

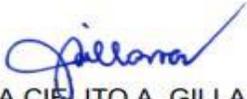
#### **CONFIDENTIALITY**

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 PSHSS OED 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.
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 a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.
10. Transport of the assigned personnel in going To and Fro shall be the sole responsibility of the BIDDER.
11. The BIDDER shall provide working uniforms and other needed equipment and tools in line with the work designation of the assigned personnel

Prepared by:



LUCIA CIELITO A. GILLAMAC  
Administrative Officer V

Recommended by:

**ANALIZA V. LABARDA**

Accountant II

**JOY J. NUENAY**

AO IV/ Budget Officer

**MARISA L. DAHAN**

Supervising Admin. Officer

Approved by:

**FRANKLIN L. SALISID**

Director III