

TERMS OF REFERENCE

Contract for the Outsourcing of Temporary Manpower Support Personnel for PPA-PMO Batangas

1. INTRODUCTION

The current rationalization efforts to streamline functions and operations in the government corporate sector pursuant to Executive Order No. 366 has shifted focus towards the current trend of the outsourcing manpower requirements from reputable private manpower agencies to provide general support services needed in the implementation of priority government projects.

In the case of the Philippine Ports Authority, PMO Batangas (PPA-PMOB), the manning and operations of Vessel Traffic Management System (VTMS), Closed Circuit Television (CCTV) System, including other related and needed port operations, accounting, and administrative activities, will require substantial manpower augmentation which cannot be provided by existing regular PPA personnel.

2. RATIONALE

A valid manpower service contract acquired through competitive public bidding conducted in accordance with the provisions of RA No. 9184 and its 2016 Revised IRR will assure a steady supply of competent technical and administrative support personnel for PPA-PMOB RCs where manpower augmentation and support may be required.

With manpower requirements sourced from private Contractors, PPA will be free from labor related liabilities since there is no employer-employee relationship between PPA and outsourced personnel.

3. OBJECTIVES

To fill up the vacuum created by the issuances of DBM and CSC guidelines and policies prohibiting the direct hiring of temporary support and technical personnel during an extended period of time while rationalization efforts are ongoing pursuant to Executive Order No. 366.

To help the country in the generation of employment opportunities to thwart the creeping problems brought about by the global economic crisis in compliance with E.O. 782 and 783.

4. OBLIGATIONS AND RESPONSIBILITIES

PPA shall allocate the total amount of **NINE MILLION ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED SIXTEEN PESOS AND 30/100 (P 9,105,816.30), PHILIPPINE CURRENCY**, as the Approved Budget for the Contract (ABC) to cover the payment of the services rendered by the technical and administrative support personnel deployed thereat by the Contractor.

After determining the lowest and most responsive bidder in the competitive bidding to be conducted for this purpose, PPA shall grant and award to the winning manpower service provider/contractor (Contractor for short), the contract to provide the necessary manpower support personnel, effective for a period of six (6) months or from July 1, 2018 to December 31, 2018.

PPA-PMOB shall pay the Contractor the Monthly Billing Rates stipulated in said Contract, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by support personnel deployed by the winning manpower service provider/contractor and upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-Ibig, SSS, Philhealth, ECC, etc. as well as the withholding of taxes to BIR.

PPA-PMOB shall likewise be obligated to reimburse the Contractor any amount of additional expense incurred by technical and administrative support personnel for official travel to and from PPA workstations outside of PPA-PMOB and overtime services rendered incidental to the performance of their respective duties and functions, provided such travel and rendition of overtime services shall have prior PPA-PMOB approval pursuant to existing PPA policies.

The Contractor shall provide the following technical and administrative support personnel required, for deployment in PPA workstations with the corresponding monthly basic salary indicated for each position:

| Item No. | Area of Assignment | Job Description | Required No. of Personnel | Equivalent Salary Grade (SG) | Basic Monthly Salary (in Pesos) |
|----------|----------------------------------|---|---------------------------------|------------------------------|---------------------------------|
| 1 | Office of the Port Manager | Business Development Mktg. Asst. B | 1 | 8 | 13,833.00 |
| 2 | | Data Encoder | 1 | 7 | 12,880.00 |
| 3 | | Driver Mechanic B | 1 | 7 | 12,880.00 |
| 4 | | Clerk Processor B | 1 | 6 | 11,992.00 |
| 5 | Finance Division | Accounting Processor A | 1 | 8 | 13,833.00 |
| 6 | | Data Encoder | 1 | 7 | 12,880.00 |
| 7 | | Credit Collection Assistant A | 7 | 6 | 11,992.00 |
| 8 | Administrative Division | Sr. Management Info. Systems/Analyst | 1 | 16 | 24,423.00 |
| 9 | | Nurse | 1 | 10 | 15,948.00 |
| 10 | | Industrial Relations Management Assistant A | 1 | 8 | 13,833.00 |
| 11 | | Driver Mechanic B | 2 | 7 | 12,880.00 |
| 12 | | Clerk Processor B | 1 | 6 | 11,992.00 |
| 13 | | Plumber / Carpenter | 1 | 5 | 11,145.00 |
| 14 | | Port Police Division | Communications Planning Analyst | 1 | 14 |
| 15 | Electronic Comm. System Operator | | 1 | 6 | 11,992.00 |
| 16 | Clerk Processor B | | 1 | 6 | 11,992.00 |
| 17 | Port Services Division | Data Encoder | 1 | 7 | 12,880.00 |
| 18 | | Clerk Processor B | 1 | 6 | 11,992.00 |
| 19 | Baseport | Terminal Operations Assistant A | 5 | 10 | 15,948.00 |
| 20 | | Data Encoder | 4 | 7 | 12,880.00 |
| 21 | Marine Section | Harbor Operations Assistant | 1 | 10 | 15,948.00 |
| 22 | | Data Encoder | 3 | 7 | 12,880.00 |
| 23 | Port of Calatagan | Terminal Operations Assistant A | 1 | 10 | 15,948.00 |
| 24 | | Credit Collection Assistant A | 1 | 6 | 11,992.00 |
| 25 | Port of Nasugbu | Terminal Operations Assistant A | 1 | 10 | 15,948.00 |
| 26 | | Credit Collection Assistant A | 1 | 6 | 11,992.00 |
| 27 | Port of San Juan | Terminal Operations Assistant A | 1 | 10 | 15,948.00 |
| 28 | Vessel Traffic Services Division | Sr. Harbor Operations Officer | 4 | 18 | 28,305.00 |
| 29 | | Communications Planning Analyst | 1 | 14 | 21,078.00 |
| 30 | | Harbor Operations Assistant | 4 | 10 | 15,948.00 |
| 31 | | Quartermaster | 1 | 8 | 13,833.00 |
| 32 | | Security Maintenance Technician | 8 | 6 | 11,992.00 |

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|----------------------------|---------------------|---------------------------------|----|----|-----------|
| 33 | TMO Bauan | Terminal Operations Assistant A | 1 | 10 | 15,948.00 |
| 34 | | Data Encoder | 1 | 7 | 12,880.00 |
| 35 | | Credit Collection Assistant A | 1 | 6 | 11,992.00 |
| 36 | TMO Tablas | Terminal Operations Assistant A | 1 | 10 | 15,948.00 |
| 37 | TMO Romblon | Credit Collection Assistant A | 1 | 6 | 11,992.00 |
| 38 | Commission on Audit | Accounting Processor A | 2 | 8 | 13,833.00 |
| TOTAL OUTSOURCED PERSONNEL | | | 68 | | |

The Contractor shall provide four (4) sets of uniforms to said personnel for the duration of the Contract.

The Contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed in various PPA-PMOB RCs.

The Contractor shall ensure that it adhere and comply with the existing labor law, rules and regulations in its performance of the Contract.

The Contractor shall exercise sole administrative control and supervision support over its personnel. However, PPA-PMOB shall have the authorization to give direct instructions to the personnel assigned during their term of duty and such exercise of power by the PPA-PMOB shall not be deemed as relinquishment of power by the Contractor as the Employer of the said personnel.

The Contractor fully guarantees the capabilities and competence of technical and administrative support personnel to be assigned in various PPA-PMOB RCs based on the work and experience qualification and agrees to any personnel changes that the Authority may require in case the individual work performance of respective support personnel concerned fail below work activity expectations.

The personnel to be assigned to PPA shall render work for eight (8) hours a day from Monday to Friday, and in case the need arises, said personnel may be required to render service beyond the eight (8) hour period or during holiday or rest day. The payment of such overtime/nightshift differential work shall be paid in accordance with the applicable government rules and regulations. Provided that such overtime/nightshift differential work has a prior approval and will be under the supervision by the immediate supervisor.

The Contractor shall advance traveling expenses incurred by outsourced personnel during official travel outside their mother unit needed in the performances of their duties subject to reimbursement by PPA-PMOB upon submission of complete travel documents.

Administrative Charges shall be in accordance with GPPB Circular No. 04-2015 dated April 30, 2015, in relation to GPPB PM Nos. 03-2012 dated November 30, 2012 and 02-2013 dated April 11, 2014.

PPA PMOB reserves the right to reject any or all technical and administrative support personnel who shall be found unqualified and unfit to cope with PPA job requirements based on the personnel qualification credentials to be submitted by the Contractor and the initial screening to be conducted thereon by PPA-PMOB.

Manpower support personnel deployed by the Contractor in PPA PMOB RCs under the Contract granted by PPA shall not, under any circumstance, be considered organic PPA personnel, nor will

their respective deployment and assignment in PPA establish an employee-employer relationship with PPA, and be considered as valid service in the government.

5. PROJECT PROCUREMENT REQUIREMENTS AND PROCEDURES

Procurement of the project shall be done through open competitive bidding and in accordance with the provisions prescribed in the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. Detailed requirements for the bidding shall be referred from applicable Sections of the Bidding Documents, particularly the Instruction to Bidders, Bid Data Sheets, Schedule of Requirements, and this Terms of Reference (TOR).

Prepared by:

(Signed) _____
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Approved:

(Signed) _____
LEOPOLDO C. BISCOCHO, JR.
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Conforme:

Bidder's Authorized Representative