

TERMS OF REFERENCE

BIDDING FOR THE PROCUREMENT OF TEMPORARY SUPPORT PERSONNEL THROUGH MANPOWER SERVICE PROVIDER FOR PMO-WESTERN LEYTE/BILIRAN CY 2018 - 2019

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 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, Port Management Office – Western Leyte / Biliran (PMO-WLB), the implementation of port infrastructure projects, the nationwide roll-out of the computerized port management system, the operation of passenger terminal facilities, as well as the pursuance of port and office maintenance activities and other related administrative functions, will require manpower augmentation which cannot be provided by existing regular PPA positions.

It is in this light that PPA, PMO-WLB, seeks to enter into an outsourcing agreement with private entity for the supply and provision of competent technical and incidental administrative support personnel required by the various Responsibility Centers/Terminal Offices in the PMO-WLB, through competitive bidding in accordance with provisions of RA No. 9184 and its Implementing Rules and Regulations (IRR).

RATIONALE

1. A valid manpower service contract acquired through competitive public bidding conducted in accordance with provisions of RA No. 9184 and its IRR will assure a steady supply of competent technical and administrative support personnel to the various Responsibility Centers/Terminal Offices in the PMO-WLB where manpower augmentation and support maybe required.

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

OBJECTIVES

1. 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
2. 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 EO 782 and 783.

OBLIGATIONS AND RESPONSIBILITIES

1. After determining the lowest and most responsive bidder in the competitive bidding to be conducted for this purpose, PPA PMO-WLB shall grant and award to the winning manpower service provider/contractor, the Contract to Provide the Necessary Manpower Support Personnel, as prescribed in ANNEX A hereof, effective for a period of **One (1) Year** from **July 01, 2018 to June 30, 2019**.
2. PPA PMO-WLB shall pay the winning manpower service provider/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 technical and administrative support personnel deployed by the winning manpower service provider/contractor and upon presentation of a **monthly Statement of Account with a 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.**
3. PPA PMO-WLB shall likewise be obligated to reimburse the winning contractor any amount of additional expenses incurred by technical and administrative support personnel for necessary official travel to and from PPA workstations outside of PPA, PMO-WLB and its Terminal Offices and overtime services rendered incidental to the performance of their respective

duties and functions, provided such travels and rendition of overtime services shall have prior PPA approval pursuant to existing PPA Policies.

The payment for such overtime services (work in excess of the regular eight-hour work) shall be in accordance with the rates specified under existing rules and regulations of the Labor Code of the Philippines and other applicable laws of the Republic of the Philippines.

Further, the following considerations shall be taken into account in evaluating requests for overtime:

- exigency of the service;
 - overtime on a regular working day shall not exceed four (4) hours, and on Holidays and Rest Days shall not exceed eight (8) hours, **unless justified**;
 - overtime service on rest days shall be conditioned on the employee's full rendition of the required service hours within the work week immediately preceding the rest day.
 - **unless extremely necessary**, overtime service shall not exceed forty (40) hours a month, and shall be subject to availability of funds
4. PPA PMO-WLB shall allocate from the respective approved budget allocations of the Responsibility Center to cover the payment of the services rendered by technical and administrative support personnel deployed in the Port Management Office and Terminal Offices by the winning Manpower Service Contractor.
 5. Pursuant to the terms and conditions of the Contract granted by PPA PMO-WLB, the winning Manpower Service Provider/Contractor shall provide all technical and administrative support personnel required, as listed in ANNEX "A" hereof, for deployment in project sites/work stations to be determined by PPA PMO-WLB during the period/duration indicated for each position.
 6. The winning Manpower Service Provider/Contractor shall agree to increase or decrease the number of technical and administrative support personnel to be deployed under the Contract subject to actual manpower requirements of PPA, PMO-WLB during the effectivity of the Contract.
 7. The winning Contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed in various Responsibility Centers/Terminal Offices of PMO-WLB under the Contract.
 8. The winning Contractor shall exercise sole administrative control and supervision over said support personnel, provided, however, that the Manpower Service Provider/Contractor fully agrees to allow PPA PMO-WLB to exercise full control and supervision over the functions and activities of

support personnel deployed in PPA, and on any or all matters regarding their respective work assignments in PPA, PMO-WLB.

9. The winning Manpower Service Provider/Contractor fully guarantees the capabilities and competence of technical and administrative support personnel to be assigned in various Responsibility Centers/Terminal Offices of the PMO-WLB based on the work and experience qualifications specified in ANNEX A hereof, and agrees to any personnel changes that the Authority may require in case the individual work performance of respective support personnel concerned fall below project/work activity expectations.
10. The personnel to be assigned to PPA shall render work for **eight (8) hours a day from Monday to Saturday**, and in case the need arises, said personnel may be required to render service beyond eight hour period or during holiday or rest day, the payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.
11. The winning Contractor shall advance travelling expenses incurred by outsourced personnel during official travel outside their mother unit needed in the performances of their duties subject to reimbursement by PPA upon submission of complete travel documents.
12. PPA PMO-WLB 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 winning Manpower Service Provider/Contractor and the initial screening to be conducted thereon by PPA PMO-WLB.
13. Manpower support personnel deployed by the winning Manpower Service Provider/Contractor in the Responsibility Centers/Terminal Offices concerned under the Contract granted by PPA PMO-WLB shall not, under any circumstance, be considered organic PPA personnel, nor will their respective deployment and assignment in PPA PMO-WLB establish an employee-employer relationship with PPA, and be considered as valid service in the government.
14. The Manpower Service Provider/Contractor should have **at least one (1) Area Supervisor** to cater to the administrative concerns of the outsourced personnel and **should visit the area (Baseport/Main Office) at least once a month and shall prepare and submit report to the PMO that will form part of the monthly billing.**
15. The Manpower Services Provider/Contractor should be able to **guarantee the financial accountability** of personnel deployed to **perform receipting/collecting functions** up to an amount of **P30,000.00 per employee.**

16. In addition to the benefits to be provided as required under existing laws, the Manpower Service Provider should be able to provide its employees **with Identification Card and 2 sets of uniform at the expense of the Provider.**

Prepared By:

(SGD) JUDY ANN M. SAN BUENAVENTURA
Acting Admin. Division Manager

Recommending Approval:

(SGD) GERRY D. LIQUIDO
BAC Chairperson

Approved By:

(SGD) MANUEL A. BOHOLANO
Port Manager

Conforme:

Bidder's Authorized Representative