

## TERMS OF REFERENCE

### FOR THE OUTSOURCING OF TEMPORARY SUPPORT PERSONNEL THRU MANPOWER SERVICE PROVIDER OF THE PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE OF SOCSARGEN FOR JULY 01, 2018 TO DECEMBER 31, 2018

#### INTRODUCTION

In view of the implementation of the Rationalization Plan pursuant to EO 366 and to streamline functions and operations in the government corporate sector, there is a need to maintain status quo of the current manpower requirements.

In the case of the Philippine Ports Authority (PPA), the development, design, and implementation of port infrastructure construction projects, and the nationwide roll-out of the computerized port management system, including other similar port maintenance activities will require substantial manpower augmentation which cannot be provided by existing positions in the PPA personnel plantilla.

It is in this light that PPA seeks to enter into an outsourcing agreement with private manpower service provider agencies for the supply and provision of competent Temporary Support Personnel (TSP) required by the Port Management Office of SOCSARGEN (PMO-SOCSARGEN) thru competitive bidding in accordance with provisions of Republic Act (RA) No.9184 and its Revised Implementing Rules and Regulations (IRR).

#### RATIONALE

1. The outsourcing of TSP from outside private sources under comprehensive manpower service contract will enable PPA to comply strictly with Department of Budget and Management (DBM) and Civil Service Commission (CSC) guidelines and policies prohibiting the direct hiring of temporary support and technical personnel including utility workers/janitors during an extended period of time while filling up of vacant positions under Rationalization Plan is not fully completed.
2. A valid temporary support service contract acquired through competitive public bidding conducted in accordance with provisions of R.A. No.9184 and its IRR will assure a steady supply of competent TSP to the PMO-SOCSARGEN where temporary support services augmentation and support may be required.
3. With temporary support services requirements sourced from private Temporary Support Service Providers/Contractors, the PMO-SOCSARGEN will be free from labor and service liabilities which shall be borne by the contracted private TSP provider.



#### OBJECTIVES

1. PPA will be able to immediately address the urgent need for TSP which cannot be provided in the restructured PPA personnel plantilla by engaging with the manpower services provider/contractor who shall provide the additional TSP requirements of the PMO-SOCSARGEN.
2. PPA will cease to be bound by any employer-employee relationship with the TSP to be provided by the winning bidder.

3. The winning bidder shall be held totally responsible for the competencies and quality of work that shall be rendered by TSP.
4. The winning bidder will be obligated to provide all the TSP required by PMO-SOCSARGEN as specified in ANNEXES "A", "B" AND "C" hereof and shall further ensure that all personnel to be deployed under the contract meet the work experience and professional/technical qualifications of each position.

## **OBLIGATIONS AND RESPONSIBILITIES**

### **A. PHILIPPINE PORTS AUTHORITY**

1. After determining the lowest calculated and most responsive bidder in the competitive bidding to be conducted for this purpose, the PMO-SOCSARGEN shall recommend the award of contract for a duration of **six (6) months**.
2. The PMO-SOCSARGEN shall be obligated to pay the winning bidder the quoted Monthly Billing Rates stipulated in said contract. This is subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by winning bidder. The same shall be paid within ten (10) working days upon presentation of a Monthly Statement of Account with a certification that all wages and social security premiums due, including applicable taxes, have been settled.
3. The PMO-SOCSARGEN shall be obligated to reimburse the winning bidder any amount of additional expenses incurred for the following:
  - a. Necessary official travel of technical and administrative personnel;
  - b. Rendition of overtime services rendered incidental to the performance of their respective duties and functions.

Such travel and rendition of overtime (OT) services shall have prior PPA approval pursuant to existing PPA policies. However, rendition of OT in excess of prescribed limits shall be allowed in exceptional and justifiable instances.

4. The PMO-SOCSARGEN shall allocate the total amount of **Four Million Nine Hundred Seventy Thousand Three Hundred Forty Five and 82/100 Pesos Only (P4,970,345.82 )** as the Approved Budget for the Contract (ABC) for six (6) months to cover the payment of the services rendered by the winning bidder.
5. The PMO-SOCSARGEN reserves the right to reject and/or re-evaluate any or all TSP recommended by the winning bidder who shall be found unqualified and unfit to cope with PPA job requirements. This is based on the personnel qualification to be submitted by the winning bidder and the re-evaluation to be conducted by PMO-SOCSARGEN.

### **B. CONTRACTOR (deliverable)**

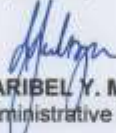
1. Pursuant to the terms and conditions of the contract granted by PPA, the winning bidder shall provide all TSP services required, as listed in ANNEXES "A" and "B" hereof, for deployment in project sites/work stations in PMO-SOCSARGEN.

2. The winning bidder shall provide forty (40) TSP and agree to increase or decrease the number of TSP to be deployed under the contract during the effectivity of the same subject to actual outsourcing requirements of PMO-SOCSARGEN and the provisions of RA 9184. In case of leave of absence of TSP, the contractor shall provide the reliever so as not to disrupt the services to be rendered to PPA unless otherwise not required by PPA.
3. The winning bidder shall guarantee that the gross pay of employees shall not be less than the amount cited as "due to employees as computed" indicated in the Financial Bid document.
4. The winning bidder shall fully assume all official and legal responsibilities over all TSP that shall be provided and deployed in PMO-SOCSARGEN under the contract. The same shall exercise sole administrative control and supervision over their functions and activities and on any or all matters regarding their respective work assignments in PPA.
5. The winning bidder shall fully guarantee the qualifications, performance and work behavior of TSP to be assigned in PMO-SOCSARGEN based on the work experience and qualifications specified in ANNEXES "A" and "B". The winning bidder shall agree to any personnel changes that PPA may require in case the individual work performance of a concurrent TSP fall down below the set work performance standards.
6. The TSP shall render **eight (8) hours a day, five (5) days a week** on a per schedule basis. If need arises and with the approval of the Port Manager, the TSP may be required to render **overtime service on regular working days with a maximum of four (4) hours only or during holidays or rest days for a maximum of eight (8) hours only**. Provided the total hours rendered by TSP for overtime services shall **not exceed forty (40) hours per month**, except in meritorious cases and justifiable instances. The payment of such overtime work shall be paid in accordance with the applicable government rules and regulations.
7. The basic monthly salary of TSP of PMO-SOCSARGEN shall be based on DBM-Approved Salary Schedule effective June 1, 2011. Computation of daily rate shall be based on a divisor of **twenty two (22) days**. Remuneration of personnel shall be on a daily rate basis as computed, multiplied by the total number of days worked in a given period (daily rate x no. days rendered=remuneration) Daily rate of 628.77 x 20 days rendered = 12,575.40, and in accordance with labor laws. The policy of no work no pay shall apply.
8. The winning bidder shall advance travelling expenses incurred during official travel outside their official station needed in the performance of their duties subject to reimbursement by PPA upon submission of complete travel documents. Provided such travel shall have prior PPA approval pursuant to existing PPA policies.
9. The winning bidder shall provide Annual Medical check-up and Drug Test from duly accredited hospitals or medical diagnostic centers to ensure that personnel assigned in the PMO are in good health and physically fit to work. Copies of medical results and drug tests shall be furnished to PMO SOCSARGEN within thirty (30) days from commencement of the contract.
10. The TSP deployed by the winning bidder shall not, under any circumstance, be considered organic PPA personnel, nor will their respective deployment and assignment in PMO-SOCSARGEN establish an employee-employer relationship with PPA and considered as valid services in the government.



11. The winning bidder shall warrant that TSP assigned in the PMO have not reached the compulsory retirement age.

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Encls.:

**ANNEX A:** Qualifications of Technical Support Personnel

**ANNEX B:** List and Number of Positions with Individual Job Description and Task List