

Technical Specifications/Terms of Reference (ToR)

PROCUREMENT OF TWENTY SEVEN (27) TEMPORARY TECHNICAL AND ADMINISTRATIVE SUPPORT PERSONNEL FOR PPA PMO-EASTERN LEYTE/SAMAR CY 2018.

INTRODUCTION

The on-going rationalization efforts to streamline functions and operations in the government corporate sector pursuant to Executive Order No. 366 has forced government agencies, including PPA, to outsource temporarily its manpower requirements from reputable private manpower agencies in order not to sacrifice the implementation of priority government services and projects.

In the case of the Philippine Ports Authority, Port Management Office of Eastern Leyte/Samar, the development, design, and implementation of port projects, maintenance activities and general administrative office requirements will require substantial manpower augmentation which cannot be provided by existing regular PPA personnel. It is in this light that PPA, PMO Eastern Leyte/Samar seeks to enter into an outsourcing agreement with private entity for the supply and provision of competent professional, technical and administrative support manpower services through competitive bidding in accordance with provisions of R.A. No. 9184 and its implementing Rules and Regulations (IRR).

PPA is currently implementing the 4th phase of its GCG approved Rationalization Plan, which is the filling up of priority positions under the approved staffing pattern. However, that incurs no significant increase yet in the number of personnel nationwide, since most of the filled up positions were due to promotion of personnel from within. Nevertheless, the Management adheres to its earlier decision that authorized outsourced positions which are equivalent or similar regular plantilla positions shall be deemed redundant once filled. Hence, affected outsourced personnel shall be automatically terminated anytime during the term of the contract or whenever the services of the outsourced personnel are no longer required.

OBJECTIVES

1. To fill up the vacuum created by the issuances of DBM and CSC guidelines and policies prohibiting the direct hiring of temporary technical and administrative manpower support during an extended period of time while rationalization efforts are ongoing pursuant to Executive Order No. 366.
2. To help generate employment opportunities in Leyte/Samar in compliance with EO 782 and 783.

QUALIFICATION OF BIDDERS.

1. Prospective bidder must have completed, within the period specified in the Invitation to Bid, an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least 50% of the ABC.

A similar contract means, a contract at least fifty percent (50%) of the scope of services provided therein involves Technical and Administrative support personnel.

2. Must be able to provide **twenty-seven (27) Temporary Technical and Administrative Support Personnel** with complete **uniform and identification card**.
3. Must be duly registered with the Department of Labor and Employment, SSS, PhilHealth and Home Development Mutual Fund (HDMF) (Pag-ibig).

OBLIGATIONS AND RESPONSIBILITIES

1. Pursuant to the terms and conditions of the Contract granted by the PPA, the Service Provider shall provide all technical and administrative support manpower required, as listed in ANNEX "A". Hiring and deployment of personnel to specific sites/workstation shall be based on the actual need of RC Head concerned as required in the actual implementation of the projects or commitments to be undertaken. Likewise, occupied positions may be vacated as an effect of the approved Rationalization Plan as discussed in the introduction.
2. After determining the lowest and most responsive bidder in the competitive bidding to be conducted for this purpose, PPA, Port Management Office of Eastern Leyte/Samar shall award to the winning manpower service provider/contractor, the Contract for the Procurement of the Temporary Technical and Administrative Support Personnel effective for the period of **Seven (7) Months from June 01, 2018 to December 31, 2018.**
3. PPA, PMO Eastern Leyte/Samar shall allocate the total amount of **Three Million Six Hundred Seventy-Two Thousand One Hundred Seventy-Five Pesos (Php 3,672,175.00)** as the Approved Budget for the Contract (ABC) for the period of **Seven (7) Months from June 01, 2018 to December 31, 2018,** which compose of the following:
 - 3.1 Monthly Basic Salary – Based on DBM-approved Salary Schedule effective June 1, 2011.
 - 3.2 Five (5) Day Service Incentive Leave
 - 3.3 13th Month Pay
 - 3.4 Administrative Cost – Percentage of the amount payable to Government and employee (Monthly Basic Salary, SSS, Philhealth, HDMF (Pag-ibig), EC, COLA, SIL, 13th Month Pay)
 - 3.5 Social Security System (SSS)
 - 3.6 PhilHealth
 - 3.7 Home Development Mutual Fund (HDMF) (Pag-ibig)

3.8 Employees Compensation (EC)

3.9 Value Added Tax (VAT) and other government taxes

4. PPA shall pay the Service Provider 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 temporary technical and administrative support personnel deployed by the Service Provider/Contractor, payment shall be made 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 HDMF (Pag-ibig), SSS, Philhealth, EC, etc., as well as the withholding of taxes to BIR.**
5. In addition to the benefits to be provided as required under existing laws, the Manpower Service Provider should be able to provide its employees, **Identification Card and 4 pcs Uniform (Shirt Jack or Polo/Blouse) to be given within one (1) month from receipt of Notice to Proceed.**
6. The winning Manpower Service Provider/Contractor shall agree to increase or decrease the number of temporary technical and administrative support personnel to be deployed under the Contract, subject to actual manpower support requirements of PPA, PMO - Eastern Leyte/Samar during the effectivity of the Contract, provided that increase shall not exceed ten percent (10%) of the original contract price.
7. The Service Provider shall fully assume all accountabilities over all support personnel that shall be provided and deployed in various Terminal Offices of the Port Management Office of Eastern Leyte/Samar under the Contract.
8. The Service Provider/Contractor shall exercise sole administrative supervision over said support personnel provided, including the imposing of the wearing of office uniform of proper attire during office hours, and the observance of proper office decorum. PPA shall solely oversee the functions and activities of support personnel on all matters regarding their respective work assignments.
9. The Service Provider fully guarantees the capabilities and competence of temporary technical and administrative support personnel to be assigned in the PMO - Eastern Leyte/Samar and its Terminal Offices based on the work and experience/qualifications specified in ANNEX A hereof, and agrees to any personnel replacement that the Authority shall require in case the individual work performance of respective support personnel concerned fail below project/work activity expectations.

10. The personnel to be assigned to PMO EL/S 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 (8) 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 Service Provider shall ensure the physical and psychological fitness of temporary technical and administrative support personnel to be assigned in PMO EL/S and its Terminal Offices by subjecting said personnel to **medical examinations and psychological evaluation, and providing PPA with corresponding examination and evaluation results.**
12. The Service Provider shall advance travelling expenses incurred by outsourced personnel needed in the performance of their duties. Travel and overtime expenses shall have prior PPA approval and reimbursement shall be subject to submission of complete documents pursuant to existing PPA policies.
13. PMO - Eastern Leyte/ Samar reserves the right to reject any or all temporary 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 Service Provider and the initial screening to be conducted by PMO EL/S.
14. Manpower support personnel deployed in the Port Management Office of Eastern Leyte/Samar and its Terminal Offices concerned shall not, under any circumstance, be considered organic PPA personnel, neither will their assignment in PMO EL/S establish an employee-employer relationship with PPA, nor be considered as valid service in the government.
15. PPA shall not be responsible for any/or all liabilities arising out of accident, death or injury to the winning bidder and its employees occasioned by and/or connected with performance of the services and neither be liable for any injury, loss or damage caused by its workers/employees assigned to PMO – Eastern Leyte/ Samar to any person and/or property in connection with the performance of the services under the Contract. The winning Service Provider shall assume all liabilities mentioned and shall save and free PPA therefrom.
16. The Service Provider shall coordinate with PPA to all extent possible in providing evidence which the former or any of its employees may have in its/their possession in support of or tending to support any criminal, civil or administrative case filed by and/or against PPA and/or its employees upon request of PPA.

17. Any information or data that may come to the knowledge of acquired and/or obtained by the winning bidder and its employees in the performance of the services under the Contract with PPA shall not be made known to anyone without the written permission from PPA. Regardless of the period of this contract, the winning bidder and its employees and personnel shall be bound by the absolute confidentiality until such time as said information or data shall have been published or otherwise disclosed to the general public by PPA.
18. The employees of the winning bidder assigned in PMO – Eastern Leyte/ Samar may use PPA's equipment. Provided, however, that any damage resulting from improper use of said equipment may occur, the winning bidder, at his expenses, shall be responsible for the repair and rehabilitation of the same.
19. The winning bidder shall require all its employees assigned to the PMO – Eastern Leyte/ Samar to observe all rules and regulations of PPA and comply to the **Comprehensive Dangerous Drug Act of 2002 (R.A. 9165)** in the performance of the services under the Contract and while in the premises of PPA.
20. The winning bidder shall have a monthly rating of its employees using an acceptable Company's Evaluation System on Performance, Absences, Punctuality, Attendance to Flag Raising/Lowering and Public Relation of their employees assigned in PMO – Eastern Leyte/ Samar and its Terminal Offices to be concurred by PPA, PMO EL/S. Likewise, the Service Provider will be rated monthly by PPA, PMO EL/S based on the Contract. This monthly ratings will be attached to the monthly billing statement as part of the billing documents.

Average Monthly Ratings of the winning Service Provider and its Employees shall not fall below Very Satisfactory (VS) for 3 times during the contract period, sanctions/penalty to be deducted from corresponding monthly billing shall be imposed based on the following schedule:

1 st Offense	-	written warning
2 nd Offense	-	P3,000.00
3 rd Offense onwards	-	P5,000.00

21. The 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, weekly and TMOs monthly, respectively. Certificate of Appearance will be attached to the monthly billing statement as part of the billing documents.
22. The Manpower Service Provider/Contractor should secure a fidelity bond issued by surety or insurance company duly certified by the Insurance Commission as authorized to issue such security to guarantee the financial accountability of personnel deployed to perform receipting/collecting functions up to an amount of **P30,000.00** per employee. It shall be co-terminus with the receipting/collecting employee's employment during the contract period.

23. "Contract of service and job order workers should not, in any case, be made to perform functions which are part of the job description of the agency's existing regular employees" per CSC, COA, DBM Joint Circular No. 1 s. 2017 on the Rule and Regulations Governing Contract of Service and Job Order Workers in the Government particularly on Item 7.0 on Limitations of the aforementioned Circular.

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