TERMS OF REFERENCE

# For the Contract of Technical and Administrative Support

Personnel for PMOs NCR South, NCR North and Bataan/Aurora

for CY 2016 - 2017

## **INTRODUCTION**

The 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 (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 manning agencies for the supply and provision of competent technical and administrative support personnel required by PMOs NCR South, NCR North and Bataan/Aurora through competitive bidding in accordance with provision of R.A. No. 9184 and its Implementing Rules and Regulations.

### **RATIONALE**

1. A valid manpower service contract acquired through competitive public bidding conducted in accordance with provisions of R.A. 9184 and its IRR will assure a steady supply of competent technical and administrative support personnel to PMOs NCR South, NCR North and Bataan/Aurora where manpower augmentation and support may be required.
2. With manpower requirements sourced from private manpower service providers/contractors, PMOs NCR South, NCR North and Bataan/Aurora will be free from labor and service liabilities which shall be borne by the contracted private manpower provider.

#### **OBJECTIVES**

1. To complement rationalization efforts pursuant to Executive Order 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 E.O. 782 and 783.

#### **OBLIGATIONS AND RESPONSIBILITIES**

1. The bid of the prospective bidders shall conform to GPPB Resolution No. 14-2012 wherein the GPPB resolved that Section 9(b)(ii) of the Department Order No. 18-A issued by the Department of Labor and Employment on the setting of a minimum administrative overhead and profit margin of ten percent (10%) of the contract cost violates Article IX Section 21 of Republic Act 9184 and its revised implementing rules and regulations.
2. After determining the lowest and most responsive bidder in the competitive bidding to be conducted for the purpose, the lead PMO - NCR South, 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.
3. The respective PMOs shall pay the winning manpower service provider/contractor, the quoted 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 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, Phil-Health, ECC, etc., as well as the withholding of taxes to BIR.
4. The respective PMOs shall likewise be obligated to reimburse the winning manpower service provider/contractor any amount of additional expenses incurred by technical and administrative support personnel for necessary official travel to and from PPA workstations outside of their respective mother units 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 approval pursuant to existing PPA policies and subject to availability of funds.
5. The lead PMO NCR South shall allocate the total amount of **FIFTY MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED SIX PESOS & 28/100 (₱50,768,506.28)** as the Approved Budget for this Contract (ABC) to cover the services rendered by the technical and administrative support personnel deployed thereat by the winning manpower service provider/contractor. The cost of night differential, overtime services rendered and travel expenses reimbursed to the Contractor shall not form part of the ABC.
6. Pursuant to the terms and conditions of the Contract granted by the lead PMO NCR South, 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/workstations to be determined by the respective PMOs during the period/duration indicated for each position.
7. Prospective Bidders should have completed, within the last ten (10) years from the date of submission and receipt of bids, a single contract that is similar to the contract to be bid, the value of which must be at least fifty percent (50%) of the present Approved Budget for the Contract (ABC). Similar Contract shall involve the deployment of positions in the fields of engineering, information technology, accountancy, logistics, administrative and the like.
8. The winning Manpower Service Provider/Contractor shall agree to increase or decrease number of technical and administrative support personnel to be deployed under the Contract, subject to actual manpower support requirements of respective PMOs, during the effectivity of the Contract. An increase or decrease in the number of personnel shall not exceed ten percent (10%) of the contract cost as provided under relevant rules and regulations issued by the Government Procurement Policy Board (GPPB).
9. The winning Manpower Service Provider/Contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed at subject PMOs under the Contract.
10. The winning Manpower Service Provider/Contractor maintains administrative control and supervision over said support personnel, however, it hereby authorizes the PPA to give direct instructions to the personnel assigned during their term of duty and the giving of said instructions shall not be deemed as relinquishment of the power by the Manpower Service Provider/Contract as the employer of the said personnel.
11. The winning Manpower Service Provider/Contractor fully guarantees the capabilities and competence of technical and administrative support personnel to be assigned in their respective work assignments in each PMO based on the work and experience qualifications specified in ANNEX “B” hereof, and agrees to any personnel changes that the Authority may require in case the individual work performance or respective support personnel concerned fall below project/work activity expectations. The provision of personnel to be outsourced shall be in accordance with the rules on Nepotism and must not have been previously dismissed from service due to the commission of an administrative/criminal offense.
12. The personnel to be assigned to their respective work assignments in each PMO 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 beyond the 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. Outsourced Personnel who render services on night shift (i.e. 10:00P.M. to 6:00 A.M.) shall be paid night shift differential. In cases where Outsourced Personnel are deployed on a Manning Schedule, their services shall likewise comply with the 40-hour-work week and 22 work days per month.
13. The winning Contractor shall advance traveling expenses incurred by the outsourced personnel during official travel outside their mother unit needed in the performances of their duties subject to reimbursement to the respective PMOs upon submission of complete travel documents.
14. The respective PMOs 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 Provider/Contractor and the initial screening to be conducted thereon by the PMOs concerned.
15. Manpower support personnel deployed by the winning Manpower Service Provider/Contractor in their respective work assignments under the Contract granted by PPA shall not, under any circumstance, be considered organic PPA personnel, nor will their respective deployment and assignment in their respective work assignments establish an employee-employer relationship with PPA, and be considered as valid service in the government.

Recommending Approval/Disapproval:

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AGM for Finance & Administration

Approval/Disapproval:

**RAUL T. SANTOS**

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