

## **TERMS OF REFERENCE**

### **Procurement for the Manpower Services**

The NEA initiated innovative approach to address issues on manpower requirements, through the Bids and Awards Committee and with the assistance of the various offices, the Agency entered into a yearly Contract for the Manpower Services. For the year 2023, NEA will employ Fifty-Five (55) manpower staff to be assigned to different departments/offices. An approved budget of Thirteen Million Four Hundred Eleven Thousand Six Hundred Sixty Two and Twenty Six Hundredths (Php13,411,662.26) is allocated approved by the Department of Budget and Management (DBM) for this purpose.

#### **OVERVIEW**

##### **I. MANPOWER**

A. The Services shall cover Manpower supply for the following areas:

<b>POSITION</b>	<b>NO. OF MANPOWER</b>
Associate Data Controller	24
Data Transporter	22
Legal Servicing Associate	1
IT Technician	1
Nurse/Nursing Aide	1
Electronics and Communication Associate	1
Minutes Agenda Assistant	2
Photo/Video Documenter	1
Driver/Courier	2
<b>TOTAL</b>	<b>55</b>

##### **II. SCOPE OF WORK**

###### **A. MINIMUM OF ONE (1) YEAR WORK EXPERIENCE FOR ALL POSITIONS**

<b>NO</b>	<b>POSITION</b>	<b>JOB DESCRIPTION</b>	<b>Qualification Standard</b>
1	Data Transporter (Messenger)	Records/Encodes incoming and or outgoing correspondences,	Must have completed a 2-year course in college or graduated any relevant

		<p>memoranda and other related documents. Receives and releases various documents to different departments /offices. Assists in the reproduction of important documents within the division. Performs other related tasks that may be assigned from time to time.</p>	<p>vocational course and must be knowledgeable in MS Office applications (Word, Excel and PowerPoint).</p>
2	Associate Data Controller	<p>Controls and encodes office correspondences and other reports, records and files incoming/outgoing communications. Receives, transmits and makes telephone calls and relays messages to immediate supervisor and/or concerned staff. Performs messengerial and other tasks that may be assigned from time to time.</p>	<p>Must have completed a 2-year course in college or graduated any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel &amp; PowerPoint).</p>
3	Minutes Agenda Assistant	<p>Assists in the preparation and drafting of the Minutes of the NEA Board and Committee meetings through the use of recording machine and transcription. Assist in the preparation and drafting of routine correspondences, memoranda and reports. Performs other related task that maybe assigned from time to time.</p>	<p>Must have completed a 2-year course in college or graduated relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel &amp; PowerPoint).</p>
4	Legal Servicing Associate	<p>Assists in the conduct of legal research work, encodes office</p>	<p>Must have completed any 2-year course in college or graduated relevant Vocational course and</p>

		correspondences and other reports. Maintains Records and filing system, custody, storage, security, preservation of records. Performs other related tasks that may be assigned from time to time.	must be knowledgeable in MS Office applications (Word, Excel & PowerPoint).
5	IT Technician	Maintains computers, install software, hardware and cleans computer sets. Renders minor trouble shooting of computer sets and other electronic gadgets. Assists in the preparation of cost estimate and specification of computer parts to be installed. Assists in the networking of NEA-MIS Server. Performs other related tasks that maybe assigned from time to time.	Must have completed a 2-year course in college or any IT vocational course and must be knowledgeable in Computer hardware and other computer applications (Word, Excel and PowerPoint).
6	Nursing Aide	Administers first aid treatment and provides assistance on hospital admission when necessary. Monitors vital signs such as body temperature, blood pressure, pulse rate, etc. upon request of the employee. Performs other related tasks that may be assigned from time to time.	Must be a graduate of Bachelor of Science in Nursing (BSN).
7	Electronics and Communication Associate	Transmits and receives outgoing and incoming messages between NEA and Electric Cooperatives (ECs)	Must have graduated a 2-year college or any IT vocational course and must be knowledgeable in MS Office applications

		through radio/facsimile machine. Verifies outgoing and incoming messages. Assists in the maintenance and operation of public address system. Performs other tasks that may be assigned from time to time.	(Word, Excel and Power point).
8	Photo/Video Documenter	Assists in all photo and video coverage. Performs other related tasks that may be assigned from time to time.	Must be a High School Graduate or Completed any relevant Vocational trade course.
9	Driver/Courier	Drives the NEA service motor vehicle for its officials and employees on official travel. Responsible for the preventive maintenance and cleanliness of the vehicle assigned to him. Performs messengerial and other related tasks that may be assigned from time to time.	Must be a High School Graduate or completed relevant vocational/trade course with Professional Driver's License;  Have attended Defensive Driving Seminar duly accredited by LTO/MMDA supported by original copy of Certificate of Attendance.

## **B. POLICY ON OVERTIME, MESSENGERIAL & TRAVELLING EXPENSES**

It is the policy of this Agency to pay for overtime services, messengerial and travelling expenses properly authorized and appropriately rendered in accordance with the approved budget for the said services. The payment for messengerial and travelling expenses shall be processed upon completion of necessary documents.

### **1. MESSENGERIAL EXPENSES**

The Manpower authorized to perform messengerial function is entitled to:

- A. Actual reimbursement of transportation expenses using only ordinary public conveyance or customary modes of transportation.
- B. Meal Allowance of Fifty Pesos (P50.00) if he/she is still out of the Office by 1:00 P.M.

## **2. TRAVELLING EXPENSES**

The Manpower who is authorized to go on fieldwork is entitled to:

- A. Actual reimbursement of travelling expenses using only ordinary public conveyance or customary modes of transportation.
- B. Regular pay and per diem of Two Hundred Pesos (P200.00) and is no longer entitled to overtime pay for the duration of the fieldwork.

The preclude double payment of expenditures, the travel allowance prescribed shall not be allowed in cases where the fare paid for transportation includes meals and quarters en route, or where meals and lodging are paid for or furnished by the government.

## **3. USE OF THE EMPLOYEE'S PASS and TRAVEL ORDER**

### **Employee's Pass (EP)**

Employee's Pass shall contain the name/s and signature/s of the manpower authorized to render official business with the various private and public offices, service partners and stakeholders of NEA within Metro Manila; the name and signature of the Department Manager/Head of Office or his/her authorized representative authorizing the conduct of such transportation and signature; and the information to be supplied by the Security Guard on-duty relative to the departure and arrival of the EP user.

### **Travel Order (TO)**

Travel Order shall bear the name/s of the manpower authorized to go on fieldwork, the place, duration, purpose, and the name and signature of the Department Manager/Head of Office authorizing the travel and approved by the authorized representative of the service provider.

## **4. LIMITATIONS/AUTHORITY**

1. Overtime (OT) work authority shall be decided by the concerned Division Manager and Department Manager or Head of Office.
2. For the Office of the Administrator (OA), OT work authority shall be decided by the Head Executive Assistant (HEA).
3. For the Office of the Deputy Administrators (ODA), OT shall be decided by the DA.
4. OT services rendered during regular working days shall not exceed two (2) hours. On highly important and exceptional cases, as determined and authorized by the concerned Deputy Administrator, and duly approved by the Deputy Administrator for Corporate Resources and Financial Services or the Administrator, OT may exceed two (2) hours.

5. OT services on Saturdays, Sundays and Holidays should be discouraged, unless performance of work or activity is necessary. OT request shall be made by the Department Manager/Head of Office and approved by the Deputy Administrator concerned. In such case, overtime service shall not exceed eight (8) hours in a day. The presence of a NEA employee on the actual render of OT is a requirement not only to supervise/monitor the tasks but also to ensure the achievement of the purpose.
6. Manpower personnel who report for work late during regular working days shall not be allowed to render overtime service for that particular day.
7. Payment of OT services rendered should be at least minimum of one (1) hour.
8. OT services during regular days can be rendered up to 7:00 P.M. only, except in highly important and exceptional cases
9. Manpower personnel who is on fieldwork is entitled to regular pay and per diem of P200.00/day and is no longer entitled to overtime pay.

To preclude double payment of expenditures, the travel allowance prescribed shall not be allowed in cases where the fare paid for transportation includes meals and quarters en route, or where meals and lodging are paid for or furnished by the government.

10. Grant of overtime pay for work which is not urgent in nature as to require completion within a specified time, or that can be undertaken during regular office hours shall not be allowed.

## **5. IMPLEMENTING GUIDELINES**

1. The Employees Pass (EP), duly accomplished, shall be presented to the Security Guard on-duty before leaving the office premises, and must contain the following data:
  - The name and signature of the Department/Division Manager and Head of Office or his/her authorized representative authorizing the issuance of the EP;
  - The name/s and signature/s of the service provider personnel authorized to render messengerial work;
  - The department where the manpower is assigned, the destination and purpose;

- The time of departure/actual time of return and the signature of the Security Guard on-duty shall properly be written and recorded on the EP; and
  - Entries or information in the EP should be completed, otherwise it will be invalid.
2. The Travel Order (TO) Form shall be issued to the service provider manpower prior to actual date of the assignment, and must contain the following data:
    - The name of the Department Manager/Head of Office authorizing the issuance of the TO shall be indicated;
    - The name/s of the service provider personnel authorized to work on field shall be reflected; and
    - The destination/date/purpose of the TO shall be enumerated.
  3. OT during regular working days shall commence at 5:00 P.M.
  4. OT in excess of eight (8) hours during non-regular working days (i.e. Holidays Special Holiday, Rest Day) shall no longer be considered.
  5. The Overtime Authorization/Request Form shall be properly accomplished before the actual overtime date, and must contain the following data:
    - The Department/Division/Head of Office requesting for the overtime service shall be indicated;
    - The names/ and position/s of service provider personnel required to render overtime;
    - The nature of work to be done shall be clearly described in the form;
    - The NEA Department/Division Manager/Head of Office/HEA are the only authorized officials to request for overtime services; and
    - The NEA HRAD Department Manager and Deputy Administrator for Corporate Resources and Financial Services are the only authorized officials to sign the recommending approval and approval, respectively.
  6. The duly accomplished Overtime Authorization/Request Form shall then be forwarded to service provider office and be included in the submission of payroll requirement through the Billing Office of service provider.
    - OT request form should be approved before the actual overtime. In case of urgent request for overtime, HRMD should be notified verbally in lieu of the OT form. Authorization should be accomplished immediately after the overtime.
  7. The service provider personnel, after rendering overtime work, shall secure a certification for overtime services from the requesting NEA official.

8. For overtime services rendered on excess of the allowable twenty (20) hours, a justification from the requesting NEA official shall be secured. OT service rendered in excess of forty (40) hours shall no longer be compensated.
9. Manpower's Daily Time Record (DTR) shall be verified by NEA's authorized personnel.
10. The duly accomplished forms enumerated below shall be submitted to NEA's authorized personnel immediately after completion of overtime work:
  - Employee's DTR
  - Duly accomplished Overtime Authorization/Request Form
  - Certificate of Accomplishment Report/Certification of Overtime Service from requesting NEA officials enumerating the actual accomplishment.
  - Justification (claim of overtime pay in excess of twenty (20) hours, but not exceeding forty (40) hours, if any).
11. For purposes of distinction, the Overtime Authorization/Request Form bearing the contractor-logo's letterhead shall be used.
12. No blanket authority shall be allowed for request for OT, except for those involved with special projects through the issuance of Office Order.

## 6. MONITORING COMPLIANCE

It shall be the joint responsibility of the Contractor and NEA to ensure that the scope of services required for overtime work, travel order and employees' pass shall be completed, and that payment shall be made accordingly, taking into consideration delivery of efficient and effective service, stipulated under the Contract of Agreement between the two parties.

It is understood that the NEA official requesting for manpower's overtime work and other related services shall be fully responsible for the monitoring and evaluating the status and result of the services rendered including the time consumed during said overtime.

## III. REQUIREMENTS FROM THE CONTRACTOR

1. The **CONTRACTOR** agrees to render manpower services for the National Electrification Administration at its departments/offices, where necessary, and shall provide the **PRINCIPAL** with:
  - a) Qualified and trained manpower to ensure and sustain/maintain the delivery of necessary services to the **PRINCIPAL's** department/offices.



b) Work to be performed shall be in accordance with the Technical Specifications/Scope of Work (II. of this TOR)

2. The Manpower employees to be assigned to execute the job are exclusive employees of the **CONTRACTOR** and do not necessarily bring forth an employer-employee relationship with **PRINCIPAL** except, that under this Contract of Services, they would be given access to the premises to perform their duties during their time of work. As such, the **CONTRACTOR** hereby warrants to. Duly and faithfully comply with all laws, rules and regulations pertaining to the employment of labor now existing or which may hereafter be enacted including, but not limited to, the Minimum Wages, Social Security and Employees Compensation requirements.

The **CONTRACTOR** shall be answerable and accountable for any accident or injury of any kind which may occur to any Manpower or any third person, although such injury, damages or death arose out of/ or occurred in the course of the performance of the duties of the said Manpower.

The **CONTRACTOR** hereby undertakes to hold the **PRINCIPAL**, free and harmless from any obligation, lawsuit or any liability for any action, inaction or violation of any contract, law, rule or regulation made by **CONTRACTOR's** Manpower, agents or offices.

3. For mutual protection of both parties, the **CONTRACTOR** shall submit its Manpower to a thorough search, whenever they report for duty and when they check out, by the **PRINCIPAL's** security guard or its duly authorized representative.
4. The **PRINCIPAL** shall, at all times, have the right to inspect the work of **CONTRACTOR's** Manpower at its departments/offices. The **PRINCIPAL** shall not have the authority to terminate the services of any particular Manpower hired by **CONTRACTOR**. However, the **PRINCIPAL** shall have the right to require **CONTRACTOR** not to continue to detail, at the **PRINCIPAL's** departments/offices, any Manpower who otherwise become/s undesirable to the **PRINCIPAL** after giving the **CONTRACTOR** due process. Whenever such right is exercised by the **PRINCIPAL**, the **CONTRACTOR** agrees to act upon the matter according to the needs of the **PRINCIPAL**.
5. The **CONTRACTOR** is required to submit Medical Certificate (chest x-ray, drug test and COVID-19 Swab or Rapid Antigen Test) from any DOH-accredited hospitals/clinics of all its Manpower. For new Manpower/relievers, additional requirements of latest NBI clearance and Certificate of Good Moral Character from their respective Barangay Chairman before deployment shall be required.
6. The **CONTRACTOR** shall pay for any loss or damage caused on the **PRINCIPAL's** property, provided that it has been duly established after due investigation that such loss is the fault of the **CONTRACTOR's** Manpower, provided further that said loss, pilferage or breakage of the property involved shall be immediately reported orally or in writing to **CONTRACTOR** or any of its duly authorized representative within five (5) days from discovery. The amount to be paid to the **PRINCIPAL** shall be the market

value of such property lost or damaged as jointly determined by the **PRINCIPAL** and the **CONTRACTOR**, in accordance with existing policies and procedures.

7. No new Manpower shall be hired and no extension on the services shall be made without prior approval from the **PRINCIPAL**, specifically on cases wherein the additional/extended employee is over and above the provision in the contract.

For this purpose, any Manpower movements such as assignment, rotation, provision of relievers shall be coursed through the **PRINCIPAL's** HRMD Manager, in order to ensure appropriate service and matching of skills is provided within the **PRINCIPAL's** offices.

8. The **CONTRACTOR** shall provide a supervisor that will oversee the overall performance of the manpower deployed at the **PRINCIPAL's** Office.
9. The contractor shall provide the **PRINCIPAL** with Fifty-five (55) Manpower, in accordance with the Technical Specifications/Scope of Work. They shall be stationed daily at **PRINCIPAL's** departments/offices, working eight (8) hours a day and five (5) days a week observing 8:00 A.M. – 5:00 P.M. work schedule. The Contractor shall adapt the No Work No Pay Rule.
10. Suspension of work by reason of work disturbances and similar occurrences shall implement according to Labor Advisory No. 17 Series of 2022.
11. The **CONTRACTOR** shall submit to the **PRINCIPAL**, together with its billings, the time cards of its workers, leaves of absences, proofs of payment/remittance to SSS, Pag-IBIG, BIR and other related documents. Absence and tardiness shall be deducted from the contract amount. Habitual tardiness shall be deducted from the contract amount. Habitual tardiness and absenteeism are grounds for replacing the concerned manpower.

### **WORKPLACE ATTENDANCE**

- a. For each quarter, there shall be an accumulated three (3) instances of tardiness and/or undertime allowed per Manpower. An excess of three (3) tardiness in any quarter shall constitute a ground for replacement;
- b. For the whole year, each Manpower shall be allowed five (5) absences inclusive of accumulated half-days. An excess of five (5) days during the first three (3) quarters of the contract period shall constitute a ground for replacement;
- c. Tardiness shall not be offset with the available absences and leaves of each employee;
- d. Reasons for exemption from 9.a and 9.b are the following:
  - Force Majeure
  - Illness/accident of Manpower or any member or his/her immediate family (parents/spouse/child) should be supported by a Medical Certificate, maximum of fifteen (15) working days and seven (7) working days, respectively; and

- Death of any immediate member of his/her family (parent/spouse/child), should be a maximum of seven (7) working days;
10. The **PRINCIPAL** shall have the right to terminate the Contract prior to its expiration, should the **CONTRACTOR** fail to fulfill any of its obligations under this Contract.
  11. In the event the position being held and performed by a certain Manpower will be filled-up through a regular plantilla position of the NEA, the **CONTRACTOR** will automatically recall the Manpower concerned and collapse the position.
  12. The **CONTRACTOR** shall ensure full payment of salaries and wages of Manpower, in accordance with the new minimum wage rate per Wage Order No. NCR-23, effective June 04, 2022;
  13. **Upon verification of the PRINCIPAL, and after due notice to the CONTRACTOR, and upon finding that the latter shall have violated Provision No. 12 and/or any provision of the Contract for Manpower Services, the CONTRACTOR shall be meted the following penalties:**

- 1<sup>st</sup> Offense – Penalty of 1% of the Contract amount
- 2<sup>nd</sup> Offense – Termination of Contract

It is understood that in addition to these penalties, the **CONTRACTOR** shall be liable for any and all claims that a Manpower may have against it arising from the termination of the contract.

14. This agreement shall take effect on March 01, 2023 and shall continue to be in force until February 28, 2024 subject to periodic performance evaluation of the winning Manpower bidder unless terminated by either party upon 30-day written notice.

#### **IV. OTHER PRE-EMPLOYMENT REQUIREMENTS TO SUBMIT AFTER THE AWARD OF CONTRACT**

1. NBI Clearance and Medical Certificates (Chest X-ray, drug test, Covid-19 swab test and Hepa B screening) from any DOH accredited hospitals/clinics;
2. Certificate of Good Moral Character from their respective Barangay Chairman or previous employer within six (6) months period; and
3. Copies of Contract duly signed by the Contractor and each of the Manpower indicating the duties and responsibilities as stated in the Technical Specifications/Scope of Work.

**V. BREAKDOWN OF POSITIONS BY DEPARTMENT/OFFICE**

<b>NO</b>	<b>POSITION</b>	<b>DEPARTMENT/OFFICE</b>	<b>NO. OF MANPOWER</b>		
1	DATA TRANSPORTER	IAQSMO	1		
		OA	1		
		ODALS	1		
		CCSMO	1		
		ITCSD	1		
		DMD-Records	1		
		DMD	1		
		ADCOM	1		
		RAO	1		
		ECAD-ECFMAD	1		
		ECAD-ECOSAD	1		
		CDPD	1		
		GSD-Office	1		
		GSD-Motorpool	1		
		DACRFS	1		
		COA	1		
		AMD	1		
		FSAD	1		
		FPCD	1		
		DRRMD	1		
		TOD	1		
		TEREDD	1		
			<u>22</u>		
		2	ASSOCIATE DATA CONTROLLER	OA	2
				CPO	1
				OPASS	1
DMD-Records	1				
ITSDD	1				
NETI	1				
MCSO	1				
OMDD	1				
FSAD	1				
TD	1				
HRMD	1				
GSD-Office	1				
GSD-BAC	1				
AMGD	1				
ASD	2				
ENG'G	2				
ORED	1				
SAMAKAREN	1				
CorSec	1				

		TEREDD	1
		DATS	<u>1</u>
			<u>24</u>
3	<b>MINUTES AGENDA ASSISTANT</b>	CorSec	2
4	<b>LEGAL SERVICING ASSOCIATE</b>	ODALS/LSO	1
5	<b>IT TECHNICIAN</b>	ITSDD	1
6	<b>ELECTRONICS &amp; COMMUNICATION</b>	ITSDD	1
7	<b>PHOTO/VIDEO DOCUMENTER</b>	CCSMO	1
8	<b>NURSING AIDE</b>	HRMD-CLINIC	1
9	<b>DRIVER/COURIER</b>	GSD	<u>2</u>
			<u>9</u>
		<b>TOTAL</b>	<b>55</b> <u><u>          </u></u>

**TECHNICAL WORKING GROUP**


  
**JOEL C. SOMERA**  
Member

  
**MA. YVETTE V. MUYARGAS-PALLOGAN**  
Member

  
**CYNTHIA E. LISONDRA**  
Member

  
**GEVERGLO S. SOTTO**  
Member

  
**CESAR F. JACINTO**  
Member

  
**ANASTACIA B. SUASI**  
End-user

  
**MA. CHONA O. DELA CRUZ**  
Vice-Chairperson

  
**ATTY. BRYAN C. MERZA**  
Chairperson