



TERMS OF REFERENCE PROCUREMENT OF ONE (1) YEAR OBLIGATIONAL MANPOWER SERVICES

OVERVIEW

I. BACKGROUND

1. The NATIONAL ELECTRIFICATION ADMINISTRATION (NEA), a Government-Owned and Controlled Corporation (GOCC) attached to the Department of Energy is tasked to fully implement the Rural Electrification Program (REP) of the Philippine government and reinforce the technical capability and financial viability of the 121 Rural Electric Cooperatives (ECs) nationwide.
2. The current efforts to rationalize and streamline functions and operations in the government corporate sector pursuant to Executive Order No. 366 have shifted focus towards the current trend of outsourcing manpower agencies to provide general support services needed in the implementation of priority government projects.
3. In compliance with Republic Act No. 9184 known as the "Government Procurement Reform Act", NEA will be conducting a Competitive Public Bidding Procurement for the Manpower Services Requirement of NEA.

II. RATIONALE

The NEA initiated an 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 2024, NEA will employ **Fifty-Seven (57)** manpower staff to be assigned to different departments/offices.

III. OBJECTIVES

1. To provide administrative support services for the various departments/offices in NEA.
2. To provide employment opportunities to the community and be an active part of the country's campaign to minimize unemployment.
3. To provide equal opportunities for employment and prevent discrimination on account of age, sex, sexual orientation, gender identity, civil status, disability, religion, ethnicity, or political affiliation.

IV. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is amounting to **THIRTEEN MILLION SEVEN HUNDRED SEVENTY THOUSAND FIVE HUNDRED FIFTY NINE & 36/100 PESOS (Php 13,770,559.36)** inclusive of all applicable taxes and will be sourced from Corporate Operating Budget.

V. MANPOWER REQUIREMENTS

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

POSITION	NO. OF MANPOWER
Data Transporter	22
Associate Data Controller	27
Minutes Agenda Assistant	2
Legal Servicing Associate	1
IT Technician	1
Electronics & Communication Associate	1
Photo/Video Documenter	1
Nursing Aide	1
Driver/Courier	1
TOTAL	57

VI. SCOPE OF WORKS

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

NO.	POSITION	JOB DESCRIPTION	Qualification Standard
1	Data Transporter (Messenger)	Record/Encode Incoming and or outgoing correspondences and other reports. Maintains records and filing system, custody, storage, security, preservation of records. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or graduated in any relevant vocational course and must be knowledgeable in MS Office applications (Word, Excel, and PowerPoint).
2	Associate Data Controller	Control and encode office correspondences and other reports. Record and file incoming/outgoing communications. Receive, transmit and make telephone calls and relay messages to immediate supervisor and/or concerned staff. Perform	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).

		messengerial and other tasks that may be assigned from time to time.	
3	Minutes Agenda Assistant	Assist in the preparation of the Minutes of the NEA Board and Committee meetings through the use of recording machines and transcription. Assist in the preparation of drafting of routine correspondences, memoranda, and reports. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).
4	Legal Servicing Associate	Assist in the conduct of Legal research work. Encode Office correspondences and other reports. Maintain records and filing system, custody, storage, security, preservation of records. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or Graduated in any relevant Vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).
5	IT Technician	Maintain computers, install software, hardware, and clean computer sets. Render minor troubleshooting of computer parts to be installed. Assist in the networking of NEA-MIS Server. Perform other related tasks that may be assigned from time to time.	Must have completed a 2-year course in college or any IT vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).
6	Nursing Aide	Administer first aid treatment and provide assistance on hospital admission when necessary. Monitor vital signs such as body temperature, blood pressure, pulse rate, etc. upon the request of the employee. Perform other	Must be a graduate of Bachelor of Science in Nursing (BSN).

		related tasks that may be assigned from time to time.	
7	Electronics and Communication Associate	Transmit and receive outgoing and incoming messages between NEA and Electric Cooperatives (ECs) through radio/ facsimile machines. Verify outgoing and incoming messages. Assist in the maintenance and operation of the public address system. Perform other related tasks that may be assigned from time to time.	Must have graduated a 2-year course in college or any IT vocational course and must be knowledgeable in MS Office applications (Word, Excel, and Powerpoint).
8	Photo/Video Documenter	Assist in all photo and video coverage. Perform 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	Drive the NEA service motor vehicle for its officials and employees on official travel. Undertake preventive maintenance and cleanliness of the vehicle assigned to him. Perform messengerial and other related tasks that may be assigned from time to time.	Must be a HighSchool graduate or completed a relevant vocational/trade course with Professional Driver's License; Have attended Defensive Driving Seminar 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 appropriate compensation 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 One Hundred Pesos (PhP100.00) if he/she is still out of the Office by 1:00 P.M.

2. USE OF TRAVELLING EXPENSES and TRAVEL ORDER

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 Three Hundred Pesos (PhP300.00) and is no longer entitled to overtime pay for the duration of the fieldwork.

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

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.

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:

- a. The name of the Department Manager/Head of Office authorizing the issuance of the TO shall be indicated;
- b. The name/s of the service provider personnel authorized to work on field shall be reflected; and
- c. The destination/date/purpose of the TO shall be enumerated.

3. OVERTIME SERVICES

The Manpower who is authorized to render overtime services is entitled to overtime (OT) pay.

- a. OT during regular working days shall commence at 5:00 P.M.
- b. OT in excess of eight (8) hours during non-regular working days (i.e. Holidays Special Holiday, Rest Day) shall no longer be considered.
- c. The Overtime Authorization/Request Form shall be properly accomplished before the actual overtime date, and must contain the following data:

- c.1. The Department/Division/Head of Office requesting for the overtime service shall be indicated;
 - c.2. The name/s and position/s of service provider personnel required to render overtime;
 - c.3. The nature of work to be done shall be clearly described in the form;
 - c.4. The NEA Department/Division Manager/Head of Office are the only authorized officials to request for overtime services; and
 - c.5. 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.
- d. The duly accomplished Overtime Authorization/Request Form shall then be forwarded to the office of the service provider and be included in the submission of payroll requirement through the Billing Office of service provider.
- d.1. 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.
- e. The service provider personnel, after rendering overtime work, shall secure a certification for overtime services from the requesting NEA official.
- f. For overtime services rendered in 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.
- g. Manpower's Daily Time Record (DTR) shall be verified by NEA's authorized personnel.
- h. The duly accomplished forms enumerated below shall be submitted to NEA's authorized personnel immediately after completion of overtime work:
- h.1. Employee's DTR
 - h.2. Duly accomplished Overtime Authorization/Request Form
 - h.3. Certificate of Accomplishment Report/Certification of Overtime Service from requesting NEA officials enumerating the actual accomplishment.
 - h.4. Justification (claim of overtime pay in excess of twenty (20) hours, but not exceeding forty (40) hours, if any).
- i. For purposes of distinction, the Overtime Authorization/Request Form bearing the contractor-logo's letterhead shall be used.

- j. No blanket authority shall be allowed for requests for OT, except for those involved with special projects through the issuance of Office Order.

4. USE OF THE EMPLOYEE'S PASS

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.

- a. 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:
 - a.1. The name and signature of the Department/Division Manager and Head of Office of his/her authorized representative authorizing the issuance of the EP;
 - a.2. The name/s and signature/s of the service provider personnel authorized to render messengerial work;
 - a.3. The department where the manpower is assigned, the destination and purpose;
 - a.4. 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
 - a.5. Entries or information in the EP should be completed, otherwise it will be invalid.

5. LIMITATIONS/AUTHORITY

- a. The authority to undertake overtime (OT) work shall be decided by the concerned Division Manager and Department Manager or Head of Office.
- b. For the Office of the Deputy Administrators (ODA), OT shall be decided by the DA.
- c. 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.

- d. OT services on Saturdays, Sundays and holidays is 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.
- e. Manpower personnel who report for work late during regular working days shall not be allowed to render overtime service for that particular day.
- f. Payment of OT services rendered should be at least a minimum of one (1) hour.
- g. OT services during regular days can be rendered up to 7:00 P.M. only, except in highly important and exceptional cases
- h. Manpower personnel who are on fieldwork are entitled to regular pay and per diem of Php300.00/day and are 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.

- i. 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.

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 in monitoring and evaluating the status and result of the services rendered including the time consumed during said overtime.

VII. RESPONSIBILITIES OF 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 **NEA** with:
 - a) Qualified and trained manpower to ensure and sustain/maintain the delivery of necessary services to the **NEAs** department/offices.

b) Work to be performed shall be in accordance with the Technical Specifications/ Scope of Works (VI. 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 **NEA** 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 **NEA**, 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. **CONTRACTOR** personnel shall be in complete proper uniform including wearing of identification card at all times. These items shall be provided by the **CONTRACTOR** to all assigned personnel and at no cost to **NEA**.
4. 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 **NEA's** security guard or its duly authorized representative.
5. The **CONTRACTOR** is required to submit a 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 **NEA'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 **NEA** shall be the market value of such property lost or damaged as jointly determined by the **NEA** and the **CONTRACTOR**, in accordance with existing policies and procedures.
7. The **CONTRACTOR** shall be responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he/she may be responsible under the pertinent labor law more particularly Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines and such other pertinent laws and applicable hereto.

8. The **CONTRACTOR** shall be answerable or accountable for any accident, or any kind of injury or death, which may occur to any employee of the **CONTRACTOR** during the time and consequence to the performance of the work.
9. An orientation/briefing should be conducted to the new manpower personnel before deployment. An employee's handbook, uniform guidelines, among others should be issued to the manpower staff.
10. The contractor shall provide the **NEA** with Fifty-seven (57) Manpower, in accordance with the Technical Specifications/Scope of Work. They shall be stationed daily at **NEA'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.
11. The **CONTRACTOR** shall submit to the **NEA**, 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.
12. The **CONTRACTOR** shall refer to the following computation for the basis of standardization of all labor cost composition, including other obligations such as SSS, Philhealth, State Insurance Fund (ECC), and Pag-ibig, for the supply of manpower service requirements of **NEA**.

Labor Cost Computation based on DOLE Handbook Workers' Statutory Monetary Benefits

Estimated Equivalent Monthly Rate (EEMR) = (ADR x 262 days) / 12 months

Applicable daily wage rate (ADWR) x total equivalent number of days per year
12 months

Total Equivalent Number of Days per Year, for Manpower Employees

244.00 days	=	Ordinary working days
12.00 days	=	Regular holidays
6.00 days	=	Special non-working days*
262.00 days		

Monthly Breakdown of Labor (in Peso Value)

Basic Salary (RA 6727)	=	Daily Rate x total equivalent no. of days
13 th Month Pay	=	Basic Salary / 12
Employee's Contribution	=	SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary

$$\text{Incentive Leave (5 days)} = (\text{Daily Rate} \times 5 \text{ days}) / 12$$

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:
 - d.1. Force Majeure
 - d.2. 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
 - d.3. Death of any immediate member of his/her family (parent/spouse/child), should be a maximum of seven (7) working days.

SALARIES AND WAGES

- a. Prevailing labor laws provide that the employee is entitled to one hundred percent (100%) of daily wage even if he/she did not report to work provided that he/she is present or on leave of absence with pay on the day immediately preceding a Regular Holiday. If he/she reports for work, he/she shall be entitled to another one hundred percent (100%) as Holiday Premium or a total of two hundred percent (200%) daily wage. (Art. 94 – Labor Code)
- b. Wage Increase - If in case during the duration of the Contract, the DOLE shall issue order of wage increase, it shall apply to Level C employees with corresponding adjustment to the wages of level A and B employees to avoid wage distortion.
- c. Premium Pay – Additional pay shall be observed during the Special Non-working Holidays. Meaning, if the employee did not report for work on the special holiday, he/she shall still be entitled to receive his daily basic pay. If he/she reports for work, he/she is entitled to an additional thirty percent (30%) premium, apart from his/her daily wage.

- d. Extra Services – Other non-working days declared by the government shall be considered “no work, no pay” policy except the Five (5) Special Non-Working Holidays on National Level stated above as per Proclamation No. 368 issued on 11 October 2023 as shown in the above computation of number of work days, which is 262 days.
- e. If extra services beyond regular working hours will be needed or required by **NEA**, **NEA's** authorized representative/s may order the **CONTRACTOR** to perform such services provided that such extra services shall be made-upon thru written notice/authority from **NEA** to be duly approved by the **CONTRACTOR's** authorized representative. Service performed beyond regular working hours shall be given overtime pay and shall be subject to approval of the authorized representative.
- f. Night Shift Differential – Night Shift Differential refers to the additional compensation of ten percent (10%) of an employee’s regular wage for each hour of work performed between 10:00 PM and 6:00 AM.
- g. Suspension of work by reason by weather disturbances, inclement weather and similar occurrences shall be implemented according to Labor Advisory No. 17 Series of 2022.
- h. Suspension of work by reason of work disturbances and similar occurrences shall be implemented according to Labor Advisory No. 17 Series of 2022.
- i. The **CONTRACTOR** shall pay all salaries and wages to his regular and/or alternate personnel for the period 1st to 15th of the month on the 20th day of the current month and for 16th to 30th of the month shall be on the 5th day of the succeeding month. The salaries and wages due to all alternate personnel shall be based on the **NEA/CONTRACTOR's** Contract.
- j. If salary is made thru cash payroll, payment shall always be made at **NEA's** premises where work is conducted.
- k. For salary remittance thru the **ATM**, **CONTRACTOR** shall provide to **NEA** a copy of payment instructions to the bank together with a copy of payroll for the applicable period on or before the scheduled payoff. **NEA** reserves the right to assign representative/s to observe payment of salaries and wages due their personnel. Delayed payment of employee’s compensation shall be enough ground for the cancellation and/or termination of the existing contract and/or direct payment of the compensation of **CONTRACTOR's** employees by **NEA** at **NEA's** option.
- l. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:

Company Name and Business Address;

Name of Regular and/or Alternate Personnel and Designation;

Payroll Period;

Gross Pay including 13th month pay, pro-rata;

Itemized Deduction based on NEA/CONTRACTOR's Contract; and
Net Pay.

- m. Deduction from salaries of personnel shall be limited to those allowed/authorized by Law. Any deduction beyond the allowed/authorized shall be clearly indicated in the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru wage orders shall be implemented by the CONTRACTOR, being for the benefits of its employees, and NEA shall reimburse to the CONTRACTOR the appropriate wage increase; hence the contract is deemed amended accordingly.

- 13. The NEA 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.
- 14. 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.
- 15. 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-24, approved on June 06, 2023;
- 16. Upon verification of the NEA, 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:

- 1st Offense – Penalty of 1% of the Contract amount
- 2nd 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.

- 17. This agreement shall take effect on March 01, 2024 and shall continue to be in force until February 28, 2025 subject to periodic performance evaluation of the winning Manpower bidder unless terminated by either party upon 30-day written notice.

VIII. RESPONSIBILITIES OF THE NATIONAL ELECTRIFICATION ADMINISTRATION (NEA)

- 1. The CONTRACTOR's personnel shall be evaluated quarterly by random employee representatives based on the following criteria, which shall be 70% of the total performance rating:

Performance	50%
1. Quality of Work	
2. Quantity of Work	
3. Timeliness	
Critical Factors	50%
1. Job Knowledge	
2. Reliability	
3. Attendance	
4. Punctuality	
5. Public Relations	
6. Initiative/Cooperation	

Performance Rating System

95-100	Excellent
85-94	Very Satisfactory
75-84	Satisfactory
65-74	Unsatisfactory
50-64	Poor

Note: 2 Consecutive Ratings below "Satisfactory" - Subject for Replacement

2. The Human Resources Management Division (HRMD) shall also evaluate the **CONTRACTOR's** personnel which shall be 30% of the total performance rating based on the following:

Performance	50%
1. Quality of Work	
2. Quantity of Work	
3. Timeliness	
Critical Factors	50%
1. Job Knowledge	
2. Reliability	
3. Attendance	

4. Punctuality	
5. Public Relations	
6. Initiative/Cooperation	

Performance Rating System

95-100	Excellent
85-94	Very Satisfactory
75-84	Satisfactory
65-74	Unsatisfactory
50-64	Poor

Note: 2 Consecutive Ratings below "Satisfactory" - Subject for Replacement

3. The **NEA** shall, at all times, have the right to inspect the work of **CONTRACTOR's** Manpower at its departments/offices. The **NEA** shall not have the authority to terminate the services of any particular Manpower hired by **CONTRACTOR**. However, the **NEA** shall have the right to require **CONTRACTOR** not to continue to detail, at the **NEA's** departments/offices, any Manpower who otherwise becomes/s undesirable to the **NEA** after giving the **CONTRACTOR** due process. Whenever such a right is exercised by the **NEA**, the **CONTRACTOR** agrees to act upon the matter according to the needs of the **NEA**.
4. The **CONTRACTOR** shall have five (5) working days to replace any of its personnel upon the request of **NEA**.
5. No new Manpower shall be hired and no extension on the services shall be made without prior approval from the **NEA**, 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 **NEA's** HRMD Manager, in order to ensure appropriate service and matching of skills is provided within the **NEA's** offices.

IX. OTHER PRE-EMPLOYMENT REQUIREMENTS TO SUBMIT AFTER THE AWARD OF CONTRACT

1. NBI Clearance and Medical Certificates (Chest X-ray, drug 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.

X. BREAKDOWN OF POSITIONS BY DEPARTMENT/OFFICE

NO	POSITION	DEPARTMENT/OFFICE	NO. OF MANPOWER
1	DATA TRANSPORTER	IAQSMO	1
		OA	1
		ODALS	1
		CCSMO	1
		ITCSD	1
		DMPCD-Records	1
		DMPCD	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	<u>1</u>
	<u>22</u>		
2	ASSOCIATE DATA CONTROLLER	OA	1
		CPO	2
		OPASS	1
		DMPCD-Records	1
		ITSDD	1
		NETI	1
		ODALS	1
		ODAECMS	1
		OMDD	1
		FSAD	1
		TD	1
		HRMD	1
		HRMD-CSC	1
		GSD-Office	2
		GSD-BAC	1
		AMGD	1
ASD	2		

		ENG'G	2
		ORED	1
		SAMAKAREN	1
		OCORSEC	1
		TEREDD	1
		ODATS	1
			27

3	MINUTES AGENDA ASSISTANT	OCORSEC	2
4	LEGAL SERVICING ASSOCIATE	LSO	1
5	IT TECHNICIAN	ITSDD	1
6	ELECTRONICS & COMMUNICATION	ITSDD	1
7	PHOTO/VIDEO DOCUMENTER	CCSMO	1
8	NURSING AIDE	HRMD-CLINIC	1
9	DRIVER/COURIER	GSD	1
			8
		TOTAL	<u>57</u>

TECHNICAL WORKING GROUP:

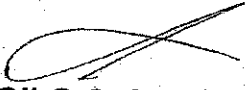
OFFICIAL TRAVEL
ERIC B. CAMPOTO
Member

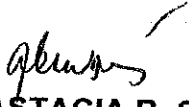

MARK LYNDON G. CORPUZ
Member

ON LEAVE
HERNANDO N. GABOTERO
Member


CYNTHIA E. LISONDRA
Member


MA. YVETTE V. MUYARGAS-PALLOGAN
Member


ZOILO C. SOTERAÑA
End-User


ANASTACIA B. SUASI
End-User

OFFICIAL TRAVEL
MA. CHONA O. DELA CRUZ
Vice-Chairperson


Atty. BRYAN C. MERZA
Chairperson