

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 2022, NEA will employ Fifty-Two (52) manpower staff to be assigned to different departments/offices. An approved budget of Thirteen Million Eight Hundred Thirty Thousand Pesos (Php13,830,000.00) 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:

<u>POSITION</u>	<u>NO. OF MANPOWER</u>
Data Transporter	21
Associate Data Controller	22
Minutes Agenda Assistant	2
Legal Servicing Associate	1
IT Technician	1
Nurse/Nursing Aide	1
Electronics and Communication Associate	1
Photo/Video Documenter	1
Driver/Courier	<u>2</u>
TOTAL	<u>52</u> ==

II. SCOPE OF WORK

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

NO	POSITION	JOB DESCRIPTION	Qualification Standard
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 & 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 & 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>

		<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.</p>	<p>must be knowledgeable in MS Office applications (Word, Excel & PowerPoint).</p>
5	IT Technician	<p>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.</p>	<p>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).</p>
6	Nursing Aide	<p>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.</p>	<p>Must be a graduate of Bachelor of Science in Nursing (BSN).</p>
7	Electronics and Communication Associate	<p>Transmits and receives outgoing and incoming messages between NEA and Electric Cooperatives (ECs)</p>	<p>Must have graduated a 2-year college or any IT vocational course and must be knowledgeable in MS Office applications</p>

		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.

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 the **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 al

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 the **PRINCIPAL** with Fifty Two (52) 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.
9. 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;
- e. A Quarterly Report on Workplace Attendance shall be submitted by the **CONTRACTOR** to the NEA Evaluation Committee within five (5) working days after each quarter.

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-22, effective November 22, 2018.
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 Contractor 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.

14. This agreement shall take effect on January 01, 2022 and shall continue to be in force until December 31, 2022 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

NO	POSITION	DEPARTMENT/OFFICE	NO. OF MANPOWER
1	DATA TRANSPORTER	IAQSMO	1
		OA	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>21</u>
2	ASSOCIATE DATA CONTROLLER	OA	1
		CPO	1
		OPASS	1
		DMD-Records	1
		ITSDD	1
		NETI	1
		MCSO	2
		OMDD	1
		FSAD	1
		TD	1
		HRMD	1
		HRMD-CSC	1
		GSD-Office	1
		GSD-BAC	1
		AMGD	1
		ASD	2
		ENG'G	1
		ORED	1
		TEREDD	1
		DATS	1
			<u>22</u>
3	MINUTES AGENDA ASSISTANT	CorSec	2
4	LOCAL SERVICING ASSOCIATE	ODALS/LSO	1
5	TECHNICIAN	ITSDD	1
6	ELECTRONICS & COMMUNICATION	ITSDD	1
7	PHOTO/VIDEO DOCUMENTER	CCSMO	1
8	NURSING AIDE	HRMD-CLINIC	2
9	POWER/COURIER	GSD	1
			<u>9</u>
		TOTAL	<u>52</u>

2022 MANPOWER SERVICES

Based on Wage Order NCR 22, effective November 22, 2018


PARTICULARS	EVALUATED FOR BOARD APPROVAL	
Basic Wage/ Integration of COLA Wage Increase (WO NCR-22) Employee's rate per Day		537.00
No. of Paid days		262
Amount Payable to Personnel	PER MONTH	PER YEAR
Basic Pay	11,724.50	140,694.00
Service incentive leave (5 days)	223.75	2,685.00
13th Month Pay	977.04	11,724.50
Sub-Total	12,925.29	155,103.50
Amount Payable to Government		
Pag-ibig Contribution	150.00	1,800.00
SSS	1,020.00	12,240.00
PHIC	234.49	2,813.88
ECC	10.00	120.00
Sub-Total	1,414.49	16,973.88
TOTAL PAID to Personnel & Government	14,339.78	172,077.38
Add: Administrative Expenses (15%)	2,150.97	25,811.61
Billing per Month	16,490.75	197,888.99
Add: Value Added Tax (12%)	1,978.89	23,746.68
TOTAL BILLING PER MONTH	18,469.64	221,635.67
Basic plus Benefits	52	8,948,023.76
Admin. & Overhead		2,577,030.84
TOTAL BILLING PER YEAR @ no. of MANPOWER =		11,525,054.60
Provision for Overtime/increase in Gov't Contributions/ declared paid special days; provision rate (15%)	20%	2,305,010.92
TOTAL BUDGET		13,830,065.52
	SAY	13,830,000.00


Where:

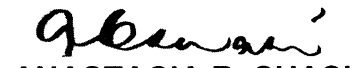
- 245 -ordinary working days
- 12 -regular holidays
- 4 -if special days are considered paid
- 1
- 262 -Total No. of days/year "

TECHNICAL WORKING GROUP


ATTY. MAYFLOR C. ABUEDO
Chairperson


MA. CHONA O. DELA CRUZ
Vice-Chairperson


SOPIA E. ANDAL
Dept. Manager, HRAD
Member / End-User


ANASTACIA B. SUASI
Manager, HRD
Member / End-User


SHIRLEY J. SALVADOR
Member

CESAR F. JACINTO, JR.
Member


HERNANDO N. GABOTERO
Member

MARCELINO D. CACDAC
Member


CYNTHIA E. LISONDRA
Member

FLOYD ERIC O. BAUTISTA
Member


RAFAEL B. BARRIENTOS
Member

MA. YVETTE V. MUYARGAS-PALLOGAN
Member

RAINER NOEL P. RAMOS
Member