

TERMS OF REFERENCE

Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)

I. Rationale

The Department of Trade and Industry is the executive department of the Philippine government tasked as the main economic catalyst that enables innovative, competitive, job generating, inclusive business, and empowers consumers.

The Department of Trade and Industry Region IV-A is composed of 102 permanent and 8 CARP employees assigned in the Regional Office and its Provincial Offices in Cavite, Laguna, Batangas, Rizal and Quezon. The Regional Office is located at 3/F Marcelita Building, Brgy. Real, Calamba City, Laguna.

The number of permanent employees in DTI IV-A is not enough to accomplish the bulk of workloads at the given timetable despite the fact that almost all of these permanent employees are already juggling multiple tasks. In this regard, employing additional workforce will be a big help to accomplish the assigned tasks on time.

In support of DTI IV-A's day-to-day operations, the agency requires the provision of manpower services including support staff, drivers and utility/messengers to be deployed in Regional and Provincial Offices. The contract between DTI IV-A and the manpower agency will be for one year.

II. Approved Budget for the Contract (ABC)

The Approved Budget for the Contract (ABC) is **Two Million Five Hundred Sixty-Nine Thousand Six Hundred Twenty-five Pesos and Four Centavos (Php 2,569,625.04)**.

III. Qualification Requirements of the External Provider

The external provider shall have the necessary experience and expertise in providing manpower services. For this purpose, the external provider must submit, as part of the legal, technical, and financial requirements, the following documents:

A. Legal Documents

1. Valid PhilGEPS Registration Certification Certificate (Platinum Membership)
 - Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.

- Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

B. Technical Documents

1. Statement of bidder's all on-going government and private contracts covering the period 2017-present.
2. Statement of Single Largest Completed Contract with similar contract of at least 50% of the ABC (Php 1,284,812.52).
3. Bid security payable to or in favor of "Department of Trade and Industry Region IV-A (DTI IV-A)" in any of the following forms:
 - At least 2% of the ABC (Php 51,392.50) if bid security is in cash, cashier's/manger's check, bank draft/guarantee or irrevocable letter of credit
 - 5% of the ABC (Php 128,481.25) if bid security is in Surety Bond
 - Bid Securing Declaration (BSD) pursuant to provisions under GPPB Resolution No. 15-2014
4. Conformity with the Technical Specifications
5. Omnibus Sworn Statement in accordance with Sec. 25.3 of the IRR of RA 9184 and accompanied by any of the following supporting documents, whichever is applicable:
 - Duly notarized Special Power of Attorney
 - Duly notarized Board/Partnership Resolution
 - Duly notarized Secretary's Certificate

C. Financial Documents

1. Audited financial statement, showing, among others, the service provider's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
2. Computation of Net Financial Contracting Capacity (NFCC) must be
 - At least equal to or greater than the ABC or
 - Credit Line Commitment (CLC) of at least equal to 10% of the ABC for this project
3. Joint Venture Agreement (JVA) or the Duly Notarized Statement in accordance with Sec. 23.1(b) of the IRR, if applicable

D. Other Documentary Requirements

1. Certificate of Registration/Accreditation from DOLE
2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE)
3. Certificate of Registration from Social Security System (SSS)
4. Certificate of Registration from Pag-IBIG
5. Certificate of Registration from PhilHealth

IV. Service Requirements

The external provider shall provide the DTI IV-A with the necessary number of personnel. The external provider shall submit a list of personnel to be assigned in DTI IV-A. They should be physically and mentally fit, of good moral character, honest, reliable, competent, and of cooperative disposition. The DTI IV-A, however, reserves the right to demand the immediate replacement of any worker assigned by the external provider to the job whose services will be prejudicial to the interests of the DTI IV-A.

A. Qualifications

1. The applicant external provider should be serviceable to the areas of one (1) Regional Office and five (5) Provincial Offices of DTI IV-A, to wit:

DTI Office	Office Address	Number of Required Personnel
DTI IV-A Regional Office	3/F Marcelita Bldg., Brgy. Real Calamba, Laguna	5
DTI Cavite Provincial Office	2 nd Floor Government Center Building, Capitol Road, Capitol Compound, Trece Martires	2
DTI Laguna Provincial Office	Varimco Bldg., Brgy. Banca-Banca, Victoria, Laguna	2
DTI Batangas Provincial Office	NACIDA Bldg., Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	2
DTI Rizal Provincial Office	2F Altica Arcade, 83 Circumferential Road Brgy. San Jose, Antipolo City, Rizal	1
DTI Quezon Provincial Office	2F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1
Total Number of Personnel Required		13

2. The external provider should be duly registered with the Securities and Exchange Commission (SEC)/Department of Trade and Industry (DTI)/Cooperative Development Authority (CDA) for at least five (5) years, whichever is applicable. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15, and 16 of the DOLE Department Order No. 18-A series 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.
3. The external provider should have at least five (5) years continuous actual work experience in rendering of manpower services and should have developed a good company reputation for its reliability, efficiency and effectiveness in its work performance.
4. The external provider shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related cleaning/sanitizing equipment or system and provision of driving services.

5. The external provider shall be able to provide DTI IV-A with the necessary number of personnel in its six (6) offices and as the need arises obligates itself to post such additional personnel within twenty-four (24) hours upon receipt of request in writing by DTI IV-A.

6. The external provider shall properly train and thoroughly screen its personnel prior to deployment, and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the external provider assures and warrants that all personnel to be assigned by it to DTI IV-A shall be:
 - Filipino Citizen
 - Possess the appropriate discipline/educational background relevant to the duties to be performed;
 - Be of good moral character and reputation, without any criminal or police record; physically and mentally fit to perform their duty;
 - Have passed the intelligence, aptitude, personality & proficiency tests conducted by the external provider;
 - Not less than eighteen (18) years of age and has not reached the compulsory retirement age of sixty-five (65);
 - Qualified based on the Qualification Standards stated in Annex A.

7. The DTI IV-A reserves the right to examine and screen all personnel to determine whether or not the personnel possessed all the qualifications herein enumerated. Whenever necessary and as requested by the DTI IV-A or its duly authorized representative, the external provider hereby consents and agrees to make available for examination by DTI IV-A, its financial statement, License to Operate, time records, and all pertinent documents.

B. Scope of Work for each Position

Designation	Duties/Responsibilities
Driver	<ul style="list-style-type: none"> • Render full-time service as Driver/Messenger • Perform messengerial work • May be assigned to do simple office work and other tasks that may be assigned from time to time by the immediate supervisor • Perform other functions as may assigned by the immediate supervisor
Utility/Messenger	<ul style="list-style-type: none"> • Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule. <u>Daily:</u> <ol style="list-style-type: none"> a. Sweeping, brushing, damp-mopping and polishing of all floors; b. Cleaning and dusting of walls, windows and glass partitions; c. Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms; d. Cleaning of Office equipment, furniture, fixtures and counters and;

Designation	Duties/Responsibilities
	<p>e. Trash and garbage disposal.</p> <p><u>Weekly:</u></p> <p>f. Cleaning and waxing of all floors and;</p> <p>g. Cleaning and dusting of ceilings, light fixtures and corners.</p> <p>h. Thorough general cleaning of the service areas which includes wax stripping.</p> <p><u>Monthly:</u></p> <p>i. General Cleaning of Regional Office</p> <ul style="list-style-type: none"> • Perform messengerial work and other simple office work that may be assigned from time to time.
Utility	<ul style="list-style-type: none"> • Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule. <p><u>Daily:</u></p> <p>a. Sweeping, brushing, damp-mopping and polishing of all floors;</p> <p>b. Cleaning and dusting of walls, windows and glass partitions;</p> <p>c. Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms;</p> <p>d. Cleaning of Office equipment, furniture, fixtures and counters and;</p> <p>e. Trash and garbage disposal.</p> <p><u>Weekly:</u></p> <p>f. Cleaning and waxing of all floors and;</p> <p>g. Cleaning and dusting of ceilings, light fixtures and corners.</p> <p>h. Thorough general cleaning of the service areas which includes wax stripping.</p> <p><u>Monthly:</u></p> <p>i. General Cleaning of Regional Office</p> <ul style="list-style-type: none"> • Perform messengerial work and other simple office work that may be assigned from time to time.

V. Work Schedule

1. The external provider shall provide and assign to the DTI IV-A the staff from Monday-Friday and render at least eight (8) hours of work per day or a total of forty (40) hours of work per week or at 8:00 AM to 5:00 PM schedule. The work schedule is subject to change at any time when required by DTI IV-A and upon written communication with the external provider.
2. That in case the government issued an order/memorandum/issuances on the declaration of work suspension, the employee shall receive the whole day work pay.
3. That in cases where the DTI IV-A directs the Second Party to provide the necessary support in urgent activities and during special events and projects beyond eight hours, during weekends and/or holidays, the employee has the option to collect his/her rendered overtime services in monetary value or through Compensatory Time-off (CTO for approval of the immediate supervisor and the Head of Agency). The computation of overtime shall be as follows:

- Weekends/Special Holiday = Daily Rate x 1.30
- Regular Holiday = Daily Rate x 2

VI. Personnel Matters

1. The DTI IV-A shall recommend the existing contract of service staff subject to recruitment and selection process of the servicing agency.
2. The external provider shall provide the following documents:
 - a. Pre-employment examination results to DTI IV-A
 - b. Copy of employment requirements submitted by the staff, and
 - c. Result of drug test (to be conducted annually)
3. The DTI IV-A may exercise its right to choose among the endorsed applicants of the external provider with skills, knowledge, abilities, and experiences that fit the job description.
4. The personnel shall be assigned by the external provider to DTI IV-A. They are required to observe the DTI IV-A's office rules and regulations and must conduct themselves in a manner appropriate for a government employee (even if there is no employer-employee relationship) as they are serving as part of the organization.
5. That it is understood that this contract does not create an employer-employee relationship between the DTI-4A and the personnel. Moreover, the services rendered hereunder are not considered and will not be accredited as government service; and that the latter is not entitled to benefits enjoyed by the regular personnel of DTI IV-A.
6. That the personnel shall be paid every 5th and 20th of each month not less than the prescribed 2020 First Tranche Monthly Salary Schedule for Local Government Personnel for their monthly salary/service fee. Please see attached Annex A.
7. The external provider shall ensure the following benefits are provided:
 - a. 13th Month Pay
 - b. At least five (5) Days Paid Leave (Unused leave may be converted to cash at the end of the calendar year)
 - c. Separation Pay (as stipulated in the DOLE rules and regulations; to be billed to DTI IV-A)
8. The external provider shall pay the personnel all benefits required by law.
9. The external provider shall provide DTI IV-A the list of benefits to be given to the assigned personnel, including those that are company-initiated.
10. The external provider shall provide DTI IV-A a copy of semestral performance evaluation of the assigned staff every June and November of the current year.

11. The DTI IV-A has the right to request that the assigned personnel be relieved from DTI IV-A and be replaced immediately in case of violation of the rules and regulations as well as internal policies of DTI IV-A, or for any other reasonable cause such as, but not limited to:
 - a. If the personnel elect to terminate his/her services;
 - b. If the program/project/activities for which the personnel were hired is cancelled or if there are no more funds to justify the continued hiring of the Second Party;
 - c. If the personnel worker falls short of the standards in terms of performing the assigned duties and responsibilities;
 - d. If the personnel violate any policy being implemented by the DTI; and
 - e. Any other justifiable reason.

12. That the employee shall not at any time communicate to any person or entity any confidential information acquired in the course of the services. For this purpose, "confidential information" means any information or knowledge acquired by the First Party and/or its personnel arising out of, or in connection with the performance of the services under this Contract that is not otherwise available to the public.

The service provider must ensure that a Deed of Assignment, provided by DTI IV-A, is signed by the employee as an annex to the employment contract. It shall provide that in exchange of the salary received, the employee shall assign all its Intellectual Property rights to DTI IV-A which are related to the project outputs during the course of employment.

13. The personnel, through the external provider, agrees to execute all documents, and do all acts as may be deemed necessary by DTI IV-A, to give effect to these terms.

14. The personnel must secure clearance for all accountabilities at the end of his/her assignment in DTI IV-A. The contractor must ensure that the assigned personnel shall secure necessary clearances for all accountabilities at the end of his/her assignment in DTI IV-A or in case of voluntary resignation or retirement. Failure to submit all the required documents and clearances shall mean withholding of monetary benefits due to the assigned personnel.

15. The external provider shall guarantee payment of salaries of staff for the first three (3) months of the contract even prior the release of funds from the DTI IV-A.

16. That the employee shall attach the drug test result from a government-accredited drug testing center/clinic/hospital.

VII. Contract Price

- a. Government-mandated contributions such as SSS, PhilHealth and HDMF (PAG-IBIG) contributions or other similar increase mandated by the appropriate government authority.

- b. Additional work (OT) required by DTI IV-A or deductive work (under time and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price. Total payment for overtime services within the contract period shall not

exceed **Seven Hundred Seventy Thousand Eight Hundred Eighty-Seven Pesos and Fifty-One Centavos Php 770,887.51** (to be billed to DTI IV-A).

- c. Any salary adjustment prescribed in Salary Standardization Law in effect of any succeeding DBM and other related issuances shall subject to the approval of the Procuring Entity and to availability of funds.

VIII. Contract Period

1. The term of the contract shall be effective for a period of 12 months commencing on the first working day of January 2021 and ending on 31 December 2021.
2. For positions that are required for less than 12 months, DTI IV-A shall notify the external provider in writing on the specific start date of said positions and shall not exceed the contract period of the external provider.
3. The DTI IV-A reserves the right to terminate the contract in case the external provider fails to fulfill any of the obligations set forth in this contract. In case of termination, a thirty (30) day notice shall be made by DTI IV-A.

IX. Performance Security

The external provider shall post the required performance security prior to the signing of contract as prescribed by the Government Procurement Reform Act and its Implementing Rules and Regulations.

X. Confidentiality

The DTI IV-A and the external provider shall hold in strict confidence all information furnished by one to the other and shall not disclose the same to any third party without the prior written consent of the other party to the party providing such confidential information. The DTI IV-A and the external provider shall sign a non-disclosure agreement to effect this provision. In addition, the external provider shall extend such agreement with all employees to be assigned to DTI IV-A by requiring the signing of similar document. The external provider shall furnish the DTI IV-A a copy of such document.

It is hereby further agreed that both parties shall likewise hold on strictest confidence all information relating to the contract that may be entered into by the parties, and shall not disclose to information unless expressly agreed upon in writing by the parties thereto.

XI. Other Conditions

1. Any judicial action to enforce any of the terms stated herein shall be instituted and prosecuted exclusively in the court of appropriate jurisdiction in Calamba City, Philippines.

2. The external shall guarantee for the loss or damage of the DTI IV-A's property, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the external provider or any of its employees. Such loss or damage must be reported in writing to the external provider within the five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the external provider shall not be made responsible provided that there is no negligence on their part.
3. The assigned personnel are the exclusive employees of the external provider and there exists no employer-employee relationship between them and the DTI-4A. As such, claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the external provider shall be the sole responsibility of the latter.
4. The personnel to be assigned must be trained and with adequate experience, physically and mentally fit, courteous and honest, and are provided by the external provider with identification cards.
5. The cost of coverage of the assigned personnel for SSS, PhilHealth, PAG-IBIG and other benefits due to them shall be the sole responsibility of the external provider.
6. The assigned personnel shall submit to personnel search and spot check by the DTI IV-A's security guards when required, and must observe/abide by all security regulations and requirements of the DTI IV-A.
7. Upon the request of DTI IV-A, the external provider shall relieve its assigned personnel with whom DTI IV-A has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.
8. The external provider shall solely liable to any claim for the assigned personnel arising from the performance of their duties and/or in the course of employment or from any civil, criminal, and administrative liability or claim.
9. The external provider shall provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.

XII. Amendment

1. The DTI IV-A may change the number of positions as well as the positions initially identified under this procurement contract provided that the amendments shall not exceed the contract price and that the position titles are based on the DBM Index of Occupational Services. These changes shall be communicated in writing with the external provider and shall take effect upon the agreement of both parties.

2. Any other amendment in terms, conditions, or provisions not stipulated in this document should be covered by a separate agreement as proposed and agreed upon by the DTI IV-A and external provider.

XIII. Separability

Any part, provision, or representation relative to the contract which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

XIV. Tie-Breaking Method

Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by "toss coin (best of 7)".

Prepared by:



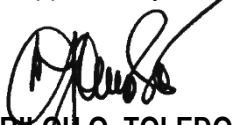
JOAN E. SAN JOSE
Administrative Officer V

Reviewed by:



JOSEPHINE G. LUISTRO
Chief Administrative Officer

Approved by:



MARILOU Q. TOLEDO
Regional Director