



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

Terms of Reference (TOR)

One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT (Rebidding)

IB-2022-042

TERMS OF REFERENCE

One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT

I. BACKGROUND

The PHILIPPINE CHILDREN'S MEDICAL CENTER (PCMC) is a Government-Owned and Controlled Corporation, created and existing under and by virtue of President Decree No. 1631, as amended, is represented by its Officer-In-Charge Executive Director, **SONIA B. GONZALEZ, MD, MScHSM, MPM**, with office address at Quezon Avenue corner Agham Road, Diliman, Quezon City.

II. OBJECTIVES

To acquire the services of an independent, experienced and qualified contractor that can provide efficient and excellent administrative support services personnel in this Medical Center.

III. SCOPE OF WORK

The **SERVICE PROVIDER** shall provide administrative support services personnel for a period of one (1) year at PCMC.

A. MANPOWER REQUIREMENT

No. of Manpower	Position	Qualification	Job Description
85	Office Clerk	a. Completion of two years studies in college; b. Career Service Eligibility is not required but an advantage	Sorts, indexes, encodes, scans and files correspondence, records and other documents; Screens and reviews all incoming communications; Disseminates/Routes important documents/papers to concerned units; Types letters and follow-up endorsements, certifications and other official routine communications pertinent to the unit; Drafts simple correspondence; Assists in determining supplies needed and make requisitions through standard procedures; Assists in the set-up of meetings and prepares minutes of the meeting when necessary; Answers phone calls and relays messages to concerned officials; Performs other duties which may be assigned from time to time.

The **SERVICE PROVIDER** shall:

1. Assign eighty-five (85) staff, all of whom should report for eight (8) hours a day or total of forty (40) hours of work per week, five (5) days a week, during regular working hours, or at schedules to be agreed by both parties. All staff are required to comply with the **PCMC**'s approved memorandum on work schedule.
2. Upon approval by **PCMC**'s duly authorized personnel and/or representatives, may allow change of schedule when required.
3. Observe work suspension as well as special and non-working holidays, if applicable, for staff assigned at **PCMC**
4. Provide additional staff that may be required by **PCMC** as the need arises. Salary and compensation for additional staff may be arranged on a case-to-case basis.
5. Ensure that all staff assigned to **PCMC** must meet the minimum qualification required of the position.

B. PERSONNEL PROCESSES

1. **PCMC** has the right to further screen applicants, consider and approve for employment. The **SERVICE PROVIDER** shall consider hiring existing **PCMC** Job Order staff in relation to this contract.
2. The **SERVICE PROVIDER** shall comply with the following obligations:
 - 2.1. Thoroughly screen all assigned staff at **PCMC** and require them to submit the following requirements:
 - 2.1.1. Updated Resume/Personnel Data Sheet (PDS) with Work Experience Sheet, if applicable;
 - 2.1.2. NBI (before employment);
 - 2.1.3. Authenticated Certificate of Eligibility/PRC License and Board Rating, if applicable;
 - 2.1.4. Laboratory and Medical Examination Results for pre-employment; and
 - 2.1.5. Annual Medical Examinations (during employment)
 - 2.2. Provide Identification Card (Official ID) and prescribed uniforms to its staff;
 - 2.3. Secure approval of the Executive Director before assigning staff to **PCMC**.
 - 2.4. Shall coordinate with **PCMC** HRMD for the conduct of orientation prior to assumption to duty of staff;
 - 2.5. Ensure that staff shall observe **PCMC** Hospital Policies such as Restrictions on Dress Code and Decorum, Wearing of ID's, Attendance and Absences, Employee Discipline and Code of Conduct.
 - 2.6. Responsible for the payment of all benefits due to its staff in compliance with the Labor Laws, Rules and Regulations of the Philippines.
 - 2.7. Inform in writing the **PCMC** of any dismissal or separation from the service of any of its staff assigned to **PCMC**.
 - 2.8. Adhere to the **PCMC**'s prerogative to request a replacement of any of its staff.

- 2.9. Constantly, exercise control and supervision over its staff deployed at **PCMC** and shall be directly, primarily and solely responsible for any damages or liabilities that its staff may cause or incur.
- 2.10. Exercise extraordinary care and diligence in carrying out its obligations under this Contract and to the best interest of the **PCMC**.
- 2.11. During the Contract period or any time thereafter, refrain from using or disclosing to any person or entity, any and all information, derogatory or otherwise, concerning the affairs and activities of the **PCMC** which any member of the employees of the herein **SERVICE PROVIDER** may have acquired in any manner.
- 2.12. Guarantee non-occurrence of any form of action, protest, mass leave, picket and strike by its staff within the **PCMC** premises.
 - 2.12.1 In the event the staff of the **SERVICE PROVIDER** shall stage a strike resulting of non-performance of the service herein, **PCMC** has the right to forthwith cancel this contract, without any judicial action.
3. The **SERVICE PROVIDER** warrants that all its staff are qualified and experienced in the particular work contracted for and shall ensure that all its staff shall devote their best efforts and energy to the performance of their works.
4. The **SERVICE PROVIDER** shall replace any of its staff who shall perform any act or omission which may be prejudicial to the interest of **PCMC** or which may constitute negligence in the performance of their functions.
5. The **SERVICE PROVIDER** shall maintain an over-all Very Satisfactory rating on semi-annual basis using the following criteria:
 - 5.1. Punctuality and Attendance;
 - 5.2. Client's Evaluation and Compliance with the ContractA rating below Very Satisfactory shall be cause for termination of contract.
6. The **SERVICE PROVIDER** shall comply with all labor and social security laws, rules and regulations. Otherwise, any violation thereof all is a ground for the automatic termination of this Contract.

For this purpose, **PCMC**, at its option, may require the **SERVICE PROVIDER** pertinent documents relative to compliance with such laws and rules and regulations. Unjustified failure or refusal of the **SERVICE PROVIDER** to comply shall also be a ground for the automatic termination of this contract.
7. The **SERVICE PROVIDER** shall secure necessary clearances of all accountabilities in the event the contract of staff ceases or in case of voluntary resignation, separation and/or dismissal. Failure to submit all the required documents shall mean withholding of monetary benefits due to him/her

IV. TERMS OF PAYMENT

- A. Prior to any payment as stated in the billing statement addressed to **PCMC**, the **SERVICE PROVIDER** is required to submit, in addition to the aforementioned supporting documents, an affidavit to the effect that it has correctly paid all the salaries, benefits and/or remunerations of its staff in accordance with existing Labor Laws and Regulations, and it as promptly remitted to the employees' contributions and the employer's share to F
- B. and Pag-ibig. **PCMC** shall not process any payments that are not accompanied by the said affidavit and shall be absolved from any liability resulting there from.

- C. The billable amount under this Contract and/or the contract price may be adjusted or updated in consideration of the following:
1. Government-mandated increase on the basic salary/wage, SSS, PhilHealth and HDMF (Pag-ibig), contributions or other similar increase mandated by the appropriate government authority.
 2. **PCMC** may request overtime services stating the number of hours and task to be accomplished by the staff under the **SERVICE PROVIDER**, provided with approved request to render overtime by the Executive Director.
 - 2.1. Overtime rate shall be more than the stated basic rate specified in the Contract.
- C. Increase in salary pursuant to a directive or issuances by the DBM or DOLE which was used as basis in the computation of monthly basic salary rates.

V. CONTRACT PERIOD

The term of this Contract shall commence on January 1, 2022 and ends on December 31, 2022.

- A. For positions that requires less than 12 months, the **PCMC** shall notify the **SERVICE PROVIDER**, in writing, on the specific period of contract for the said positions.
- B. **PCMC** reserves the right to terminate this Contract, in case the **SERVICE PROVIDER** fails to fulfill any of the obligations set forth in this Contract. In the event of termination, a thirty (30)-day notice shall be made by the **PCMC**.

VI. OTHER CONDITIONS

- A. The **SERVICE PROVIDER** shall guarantee for the loss or damage of the **PCMC** 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 **SERVICE PROVIDER** or any of its staff. Such loss or damage must be reported by duly authorized **PCMC** Official or Employee in writing to the **SERVICE PROVIDER** copy furnished the **PCMC**, within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **SERVICE PROVIDER** shall not, in any way, be made responsible.
- B. The **SERVICE PROVIDER** is the exclusive employer of the assigned staff and there exists no employer-employee relationship between the staff and the **PCMC**. 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 **SERVICE PROVIDER** shall be the sole responsibility of the latter.
- C. The **SERVICE PROVIDER** is solely responsible, for the cost of coverage of the assigned staff, for SSS, PhilHealth, Pag-ibig and other benefits due them.
- D. The **SERVICE PROVIDER** shall submit itself and all its assigned staff to security search and spot check by the Security Personnel when required, and must observe/abide by all security regulations and requirements of the **PCMC**.
- E. The **SERVICE PROVIDER**, upon the request of the **PCMC**, shall relieve any of its assigned staff with whom the **PCMC** has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.
- F. **PCMC** is not answerable or liable whatsoever for any claim for the assigned staff arising from the performance of their duties and/or in the course of employment with the **SERVICE PROVIDER**, including claims for benefits due to the **SERVICE PROVIDER** staff.
- G. The **SERVICE PROVIDER** shall provide a contact person who shall be responsible in addressing concerns relative to the implementation of this Contract.

VII. LAWS, PERMITS AND CLEARANCES

SERVICE PROVIDER agrees to comply with all labor laws, ordinances, rules and regulations pertaining to the services herein and undertakes to secure at its expense all necessary permit/clearances from the proper government offices.

VIII. AMENDMENT

PCMC may change the number of positions as well as the positions initially identified under this Contract, provided, that the amendments shall not exceed in the contract price. These changes shall be communicated into writing with the **SERVICE PROVIDER** and shall take effect upon the agreement of both parties.

Any other amendment in the terms, conditions, or provisions not stipulated in this Contract should be covered by a separate agreement as proposed and agreed upon by this Medical Center and **SERVICE PROVIDER**.

IX. SEPARABILITY

Any part, provision, or representation relative to this 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.

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

Company’s Official Email Address
(where notices will be sent)

Company’s Official Contact No.
Name of Company/Firm