



Republic of the Philippines

NATIONAL TELECOMMUNICATIONS COMMISSION

Regional Office IX, Cabatangan, Zamboanga City

Tel Nos. (062)955-1903; Email address: ntc_region9@yahoo.com

**TERMS OF REFERENCE
FOR
UTILITY SERVICES PERSONNEL**

I. PLACE OR LOCATION

The AGENCY shall provide Utility Services at the NTC Regional Office No. IX – Zamboanga's Office (NTC-IX), premises and properties located at NTC Building, Cabatangan, Zamboanga City

II. QUALIFICATIONS OF UTILITY SERVICES PERSONNEL

A. UTILITY SERVICE

The AGENCY shall provide the NTC-IX with one (1) Utility Personnel with the following qualifications:

1. Must be at least high school graduate;
2. Of good moral character and reputation, courteous, capable, reliable and without criminal or police record;
3. Physically and mentally fit;
4. Must be properly screened and cleared by the Philippine National Police (PNP), the National Bureau of Investigation (NBI) and the Barangay Official in the place of residence; and
5. Must have passed the standard drug testing administered by authorized agencies.
6. Must be fully vaccinated (COVID19).

6. The AGENCY shall not be liable for losses and/or damages due to:
 - a) Fault of NTC-IX's officials and employees;
 - b) Fortuitous events or *force majeure* beyond the control of the utility personnel to prevent despite exercise of due diligence, provided, that the same is reported to the NTC-IX within twenty-four (24) hours from occurrence thereof so that the NTC-IX can verify the same. For this purpose, fortuitous events or *force majeure* shall mean any of the following:
 - i. Acts of war or the public enemy whether war be declared or not;
 - ii. Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
 - iii. Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
 - iv. Any other event which under Philippine Law is defined as *force majeure* and/or fortuitous event.
7. The AGENCY shall not be answerable for losses of jewelries and personal belongings of the NTC-IX's personnel and visitors not held in trust to the utility personnel;
8. Lost or damaged properties for which the AGENCY is liable shall be evidenced by the inventory of properties maintained by the property custodian or section head, or the person primarily accountable for such item(s), a copy whereof shall be furnished to the AGENCY for reference. In case of loss of property that has no proper inventory, the AGENCY shall still be held liable, provided, the NTC-IX will report to the AGENCY such loss within twenty-four (24) hours from discovery thereof by the NTC-IX or the latter's authorized representative and appropriate claims by written notice is made by the NTC-IX to the AGENCY.

VII. MANNER OF PAYMENT

1. The AGENCY shall bill the NTC-IX once a month, particularly, on the 30th day of the month for services actually rendered by the utility personnel. For this purpose, the AGENCY shall submit Daily Time Record (DTR) Cards, copy of contributions to SSS, PhilHealth and Pag-IBIG Fund with utility personnel's name on the list. Non-compliance therewith gives the NTC-IX to

disallow payment of the bill; and any falsehood or misinterpretation shall constitute breach of the Contract, which is a ground for termination thereof;

2. The failure of the NTC-IX to pay the AGENCY for services rendered for two (2) consecutive billing periods shall be sufficient cause for the termination of this Contract by the AGENCY.
3. The contract price may be adjusted in case of:
 - a) Increase in minimum daily wage pursuant to law or new wage order;
 - b) Increase in taxes; and
 - c) If during the term of the contract the NTC-IX sees the need for an increase or decrease in the number of utility personnel, provided that the approved budget for the relevant year is not exceeded.

Prepared by:


EFJANE L. BANTAY
Administrative Aide VI

Recommending Approval:


MA. ANNA W. SOMOZA
OIC - FAD

Approved/Disapproved:


ELRE V. GALO, CPA, MPA
OIC – Regional Director