

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Manpower Services is made and entered into by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE**, a government agency with postal address at U.P. Technology Park Complex, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City, represented in this Act by its **Acting Director, JOEL JOSEPH S. MARCIANO, JR.**, hereinafter referred to as the "**ENTITY**".

-and-

The **DBP SERVICE CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 2/F Executive Building Center, 369 Sen. Gil Puyat corner Makati Avenue, Makati City represented in this Act by its **First Senior Vice President, RAUL LUIS D. MANALIGOD** hereinafter referred to as the "**SUPPLIER**".

-WITNESSETH-

WHEREAS, the ENTITY invited Bids for certain goods and ancillary services, viz., **OUTSOURCING OF MANPOWER COMPLEMENT FOR ELECTRONICS PRODUCT DEVELOPMENT AS PLATFORM FOR INNOVATION AND COLLABORATION PROJECT**;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the ENTITY's bid evaluation;
- b) The Schedule of Requirements;
- c) The Performance Security; and
- d) The ENTITY's Notice of Award.

WHEREAS, the SUPPLIER has accepted the above and submitted a Bid Offer for the total consideration of **SEVEN HUNDRED THOUSAND NINE HUNDRED TWENTY-EIGHT PESOS AND 54/100 ONLY (P718,928.54)**;

WHEREAS, after a careful verification of the documents and offer of the SUPPLIER, the ENTITY and the SUPPLIER have entered into a contract of manpower services.

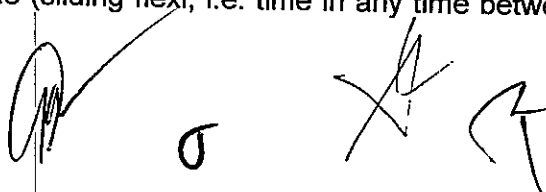
NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations herein set forth, the PARTIES hereto have agreed on the following, to wit:

ARTICLE I SCOPE OF WORK

Details are provided in the attached Annex "A" and made integral part of this Contract.

ARTICLE II WORK SCHEDULE

1. The SUPPLIER shall provide and assign to the ENTITY the abovementioned 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 schedules to be agreed by both parties. Assigned staff must observe the ENTITY's work schedule (sliding flexi, i.e. time in any time between 7:00 am – 9:00 am



and time out after eight (8) hours of work, any time between 4:00 pm – 6:00 pm, excluding lunch break).

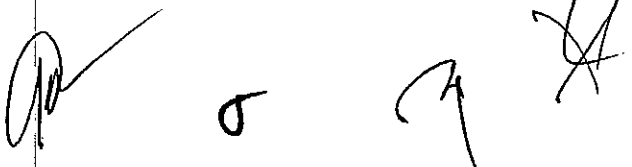
2. Personnel assigned to the ENTITY must observe its schedule including work suspension as well as special and non-working holidays.
3. The Work Schedule is subject to change at any time when required by the ENTITY.

ARTICLE III PERSONNEL MATTERS

1. The ENTITY has the right to screen applicants and choose the personnel to be assigned. The SUPPLIER shall provide the result of pre-employment examinations results to the ENTITY and a copy of employment requirements submitted by the staff.
2. The personnel to be assigned to the ENTITY are required to observe the ENTITY's Office Rules and Regulations and must conduct themselves in a manner appropriate for a government employee (even if there is no employee-employer relationship) as they are serving as part of the DOST-ASTI.
3. The SUPPLIER shall pay the personnel all benefits required by law.
4. The SUPPLIER shall provide the ENTITY the list of benefits to be given to the assigned personnel.
5. The personnel shall undergo periodic performance evaluation.
6. The ENTITY has the right to recommend the replacement of assigned personnel in case of violation of rules and regulations as well as internal policies of the ENTITY, or for any other reasonable cause.
7. The personnel, through the SUPPLIER, agrees to assign to the ENTITY all intellectual property rights including but not limited to patents, copyrights, utility models, related rights arising from the services he/she will render for the institution in exchange of salary, honorarium, or any remuneration that he/she will be receiving.
8. The personnel, through the SUPPLIER, agrees to execute all documents, and do all acts as may deemed necessary by the ENTITY, to give effect to these terms.
9. The personnel must secure clearance for all accountabilities at the end of his/her assignment in the DOST-ASTI.
10. The SUPPLIER shall guarantee payment of salaries of staff for the first two (2) months of the contract even prior to the release of funds from the ENTITY.
11. In case the ENTITY requires deployment activities, the SUPPLIER shall process requirements for travel, per advice of the ENTITY. Travel expenses shall be billed separately, the cost of which is on top of the contract price.

ARTICLE IV CONTRACT PRICE

1. In consideration of the above services to be rendered, the ENTITY shall pay the SUPPLIER the **One Hundred Ninety Five Thousand Seven Hundred Sixty Eight Pesos and 3/100 (PhP 195,768.03) per month**, within five (5) working days upon the receipt by the ENTITY of the SUPPLIER's semi-monthly billing, subject to the availability of cash, and upon receipt of duly accomplished time records of the assigned staff, with the condition to deduct the equivalent wage for the absence of any of the assigned personnel, if not substituted.



2. The CONTRACT PRICE is inclusive of all taxes, including VAT, to be due on SUPPLIER's receipt of the same, and shall not be subject to adjustment except as provided for in Item 3 Article IV of this Contract.
3. The Contract Price may be adjusted in case of:
 - a. Government-mandated increase on the minimum wage, cost of living allowance, SSS, Philhealth and HDMF (PAGIBIG) contributions or other similar increase mandated by the appropriate government authority.
 - b. Additional work or deductive work ordered by the ENTITY. The total cost of additive work, i.e., overtime or deductive work shall be based on the unit cost specified in the original Contract Price.
 - c. Increase in salaries of government employees (pursuant to a directive/issuance by the Department of Budget and Management) which was used as basis in the computation of salary rates.
 - d. The cost of adjustment shall be billed separately. It is understood that the amount is outside the contract price.

ARTICLE V CONTRACT PERIOD

1. The Contract shall be effective for four months commencing from 19 November 2018 to 28 February 2018.
2. The ENTITY reserves the right to pre-terminate the contract in case the SUPPLIER 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 either party.

ARTICLE VI PERFORMANCE SECURITY

1. The SUPPLIER shall post a Performance Security prior to the signing of Contract, in the form of surety bond callable upon demand issued by a surety or insurance company duly accredited by the Insurance Commission, equivalent to thirty (30%) percent of the annual Contract Price.

ARTICLE VII CONFIDENTIALITY

1. The ENTITY and the SUPPLIER 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. It is hereby further agreed that both parties shall likewise hold on strictest confidence all information relating to this Contract that may be entered into by the parties and shall not disclose to information unless expressly agreed upon in writing by the parties hereto.

ARTICLE VIII OTHER CONDITIONS


1. Any judicial action to enforce any of the terms of this Contract shall be instituted and prosecuted in the court of appropriate jurisdiction in Quezon City, Philippines.
2. The SUPPLIER shall guarantee for the loss or damage of the ENTITY'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 SUPPLIER or any of its employees. Such loss or damage must be reported in writing to the SUPPLIER within fifteen (15) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the SUPPLIER shall not in any way be made responsible.

3. The assigned personnel are the exclusive employees of the SUPPLIER and there exists no employer-employee relationship whatsoever between them and the ENTITY, and claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the SUPPLIER shall be the sole responsibility of the latter.
4. The personnel to be assigned under this contract must be trained and with Adequate experience, physically and mentally fit, courteous and honest, and are provided by the SUPPLIER with identification cards. The SUPPLIER must likewise provide the DOST-ASTI all copies of personnel files, i.e., 201 files.
5. The cost of coverage of the assigned personnel for SSS, Medicare, Insurance and other benefits due them shall be the sole responsibility of the SUPPLIER.
6. The assigned personnel shall submit to personnel search and spot check by the ENTITY's Security Guards when required and must observe/abide by all security regulations and requirements of the ENTITY.
7. Upon the request of the ENTITY, the SUPPLIER shall relieve any and/or of its assigned personnel with whom the ENTITY has lost trust and confidence, or which was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.
8. The ENTITY is not answerable or liable whatsoever for any claim for the assigned personnel arising from the performance of their duties and/or in the course of employment with the SUPPLIER, including claims for benefits due to the SUPPLIER personnel.
9. The SUPPLIER shall provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be signed by the authorized representatives at Quezon City, Philippines this **12th day of November 2018**.

**ADVANCED SCIENCE AND
TECHNOLOGY INSTITUTE**


JOEL JOSEPH S. MARCIANO, JR., Ph.D.
Acting Director

DBP SERVICE CORPORATION


RAUL LUIS D. MANALIGOD
Executive Vice President

SIGNED IN THE PRESENCE OF:


PETER ANTONIO B. BANZON
Chief Science Research Specialist


GERRY A.C. ARELLANO
Vice President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

BEFORE ME, a Notary Public for and in the 28 DEC 2018, Philippines, this
MAKATI CITY, personally came and appeared:


NAME	IDENTIFICATION	DATE OF ISSUANCE	PLACE OF ISSUE
Joel Joseph S. Marciano, Jr.	Passport No. EB8065122	08 May 2013	DFA Manila
Raul Luis D. Manaligod	SSS ID No. 22-4092339-4		


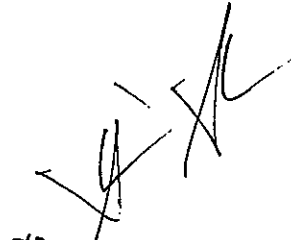
Known to me and to me known to be same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed and that of the corporation which they hereby represent.

Instrument, consisting of five (5) pages including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. 421
Page No. B6
Book No. X
Series of 2018.


EDGAR F. CHAVEZ
NOTARY PUBLIC
Until December 31, 2018
Notarial Commission No. M-362
2nd F Exec. Bldg. Ctr., Sen. Gil J. Puyat Ave. cor
Makati Ave., Makati City
IBP No. 1051076 / Nov. 9, 2016 / Makati City Chap.
PTR No. MKT 5912637 / Jan. 5, 2017 / Makati City
Attorney's Reg. No. 13033
MCLE Compliance No. V - 0012754

NO. OF POSITIONS	POSITION TITLE	DUTIES AND RESPONSIBILITIES	QUALIFICATIONS
1	Senior Science Research Specialist	<p>Description: The Garage Manager will report to the Project Manager and will assume primary responsibility for conceptualization and formulation of strategies for the EPIIC Project 2.</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> • Under general supervision, assists the Project Manager in the direction, supervision and programming of activities related to the Project; • Determines the garage projects to be included in the Project based on the recommendation of the Joint EI-API-ASTI Board; • Assumes primary responsibility for conceptualization and formulation of strategies for the Project; • Proposes and works out the conditions for the Project development; • Represent the Project in negotiations with other agencies, and stakeholder/s on matters which can be resolved at his/her level and at meetings, conferences, seminars, and other intersectoral/interagency cooperative efforts and provides coordination and secretariat support as necessary; • Extends assistance during the implementation of the other project under the EPIIC Program as requested by ASTI, by way of service or shared resources; • Evaluates performances of subordinates; • Sees to their proper development and motivation and applied disciplinary measures as necessary; • Prepare Technical Documents as required by the project; • Willing to be assigned in Bicutan, Taguig City. 	<ul style="list-style-type: none"> • Bachelor's Degree in Electronics Engineering, Electrical Engineering or other courses with electronics background • Atleast 5 years relevant experience • Atleast 8 hours training • Proficiency in Electronics Product Development • Knowledge/Experience in Electronics design and development, embedded systems, sensors, systems integration, etc. • Knowledgeable in electronics design tools (e.g. Solidworks, Altium, etc.) • Must have strong leadership skills • Excellent communication and analytical skills; • Must be self-motivated, proactive, with initiative, fast learner and hardworking; • Can work with minimum supervision
1	Science Research Specialist II	<p>Description: SRS2 to coordinate with suppliers and help in marketing and research for the EPIIC Project 2</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> • Assists Garage Manager in formulating project presentations; • Plans and schedules financial requirements for the project; • Responsible for the effective planning, direction setting, execution, controlling and evaluation of all Sales and Marketing activities for the project; • Monitors progress reports and prepares status reports on on-going garage projects indicating problems encountered and anticipated; • Represent the Project in negotiations with other agencies, and stakeholder/s on matters which can be resolved at his/her level and at meetings, conferences, seminars, and other intersectoral/interagency cooperative efforts and provides coordination and secretariat support as necessary; • Extends assistance during the implementation of the other project under the EPIIC Program as requested by ASTI, by way of service or shared resources; • Prepare Technical Documents as required by the project; • Willing to be assigned in Bicutan, Taguig City. 	<ul style="list-style-type: none"> • Bachelor's Degree in Electronics Engineering, Electrical Engineering or other courses with electronics background • Atleast 1 year relevant experience • Atleast 8 hours training • Knowledge/Experience in Electronics Product Development • Knowledge/Experience in Sales and Marketing • Knowledge in Government Procurement Procedures • Knowledge/Experience in Electronics design and development, embedded systems, sensors, systems integration, etc. • Knowledgeable in electronics design tools (e.g. Solidworks, Altium, etc.) • Excellent communication and analytical skills; • Must be self-motivated, proactive, with initiative, fast learner and hardworking; • Can work with minimum supervision
1	Science Research Specialist I	<p>Description: SRS1 to assist SRS2 and Garage Manager in implementing garage projects and procurement of necessary tools and supplies for the EPIIC Project 2.</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> • Under general supervision, gathers data through library research, field work, interviews and/or observation; • Compiles, classifies and presents data according to standard requirements of the project; • Performs computations or requires information as necessary to conform with specification for data presentation; 	<ul style="list-style-type: none"> • Bachelor's Degree in Electronics Engineering, Electrical Engineering or other courses with electronics background • No experience required • At least 4 hours training • Knowledge/Experience in Electronics Product Development • Knowledge in Government Procurement Procedures

		<ul style="list-style-type: none"> Integrates and relates data to derive their significance; Identifies tools, equipment, and supplies needed for the project and assist in the procurement process. Coordinates with other researchers in the project in programming regular activities to maximize data gathering, storage, retrieval capability; Performs related duties or a special nature as assigned; Prepare Technical Documents as required by the project; Willing to be assigned in Bicutan, Taguig City. 	<ul style="list-style-type: none"> Knowledge/Experience in Electronics design and development, embedded systems, sensors, systems integration, etc. Knowledgeable in electronics design tools (e.g. Solidworks, Altium, etc.) Proficiency in Microsoft Office tools Excellent communication and analytical skills Must be self-motivated, proactive, with initiative, fast learner and hardworking; Can work with minimum supervision
1	Project Assistant III	<p>Provide administrative support to the AUS-HeavyLift, Streetlight, UAV, ASTI-R&D, AES, and other RDD projects:</p> <ol style="list-style-type: none"> Record and file project documents: <ul style="list-style-type: none"> Proposals, Line-Item Budgets, Workplans, MOAs, MOUs, etc. ASTI Special Orders, Memoranda, and other documents Personnel Contracts and other documents Send documents to other parties through fax, mail, etc. as instructed Provide support in the preparation of reports (accomplishment reports, terminal reports, etc.) Provide support in the activities of the projects <ul style="list-style-type: none"> Schedule meetings and reserve venues Document attendance, meeting minutes, and action items Participate in project events and other activities as needed Receive and screen phone calls and refer to appropriate staff Facilitate staff recruitment and hiring <ul style="list-style-type: none"> Coordinate posting of staff requirements Screen, schedule, and contact applicants for interview Coordinate the onboarding of staff with HR Procurement and inventory <ul style="list-style-type: none"> Contact suppliers for quotation requests Prepare PPMP and coordinate with BAC Secretariat for submission Prepare purchase requests and monitor procurement process Coordinate with purchasing unit for delivery follow ups Keep track of ARE/ICS and monitor inventory of supplies, equipment, etc. Perform tasks as may be assigned from time to time" "- At least 2 years in business, management or other related course 	<p>Qualifications:</p> <ul style="list-style-type: none"> At least 3 years relevant work experience in a government agency At least 14 hours relevant training Proficiency in the government procurement process Excellent communication and analytical skills Excellent skills in using office applications (LibreOffice, etc.) Can work with minimal supervision
1	Project Assistant I	<p>Description: PA1 will be the admin support and will execute procurement of necessary tools and supplies as advised by the technical staff.</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> Facilitate and/or assist in project needs, such as, but not limited to the following: purchase request (PR) preparation and monitoring; interface with suppliers; ARE monitoring; office supplies monitoring; etc., and work closely with Project Manager in carrying out tasks. Assist in the coordination of project-related activities and events, i.e., training, meetings with partners and other agencies, coordination with partners and users, etc. Implement and maintain filing system for project-related documents, as well as project's list of contacts. Willing to be assigned in ASTI, Diliman, Quezon City but will have occasional trips to Bicutan, Taguig City for activities, and events as needed. 	<ul style="list-style-type: none"> Knowledge in Government Procurement Procedures Experience in organizing activities and events, i.e., trainings and seminars, meetings, etc. Proficiency in Microsoft Office tools Excellent communication skills and attention to detail Must be self-motivated, proactive, with initiative, fast learner and hardworking Can work with minimum supervision



Room 901, Vicente Madrigal Bldg., Ayala Avenue, Makati City
Tel. Nos. 818-7626 to 31 / Fax No. 813-8575
email: info@cic.com.ph or visit us at www.cic.com.ph
TIN 000-445-883-VAT

MDL/G(13)A001028055

CIC No. MKT-18/2582

(For Government Project)

Performance Security pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184

KNOW ALL MEN BY THESE PRESENTS:

That we,

DBP SERVICE CORPORATION

2/F EXECUTIVE BUILDING CENTER, SEN. GIL PUYAT AVE. COR. MAKATI AVE., MAKATI CITY,

as Principal, and COMMONWEALTH INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto

Advanced Science and Technology Institute

as the procuring entity/Obligee in the sum of

TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND 56/100 (Php 215,678.56), Philippine

Currency,

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,

WHEREAS, the above-bounden Principal entered into a contract with the Obligee for the

guarantee the faithful performance of its obligation more particularly for the OUTSOURCING OF MANPOWER

COMPLEMENT (THIRD PARTY MANPOWER SERVICES) as per Notice of Award dated November 9, 2018 copy of which is hereto attached and made part of this bond

WHEREAS, this bond is conditioned to guarantee the faithful performance of its obligation more particularly

for the OUTSOURCING OF MANPOWER COMPLEMENT (THIRD PARTY MANPOWER SERVICES) as per

Notice of Award dated November 9, 2018 copy of which is hereto attached and made part of this bond.

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance

of the obligations of the Principal under the contract within the period of as specified in the bidding documents/terms of

reference pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 9184 and an additional one year (1)

coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the

repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the

defects liability period pursuant to Section 62 of the Implementing Rules and Regulations (IRR) of R.A. 9184;

This bond is callable on demand. The liability of the surety company shall in no case exceed the sum of PESOS: TWO

HUNDRED FIFTEEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND 56/100 (Php 215,678.56) Philippine Currency. In

case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached

supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions,

and agreements stipulated in the said contract, R.A. No. 9184 and its implementing Rules and Regulations, then the obligation

shall be null and void, otherwise, it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final

acceptance pursuant to Section 39, IRR No. 9184. It has been agreed that the Surety is released from liability after the

issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement

has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 14th day of November 2018 at Makati,

Philippines.

DBP SERVICE CORPORATION

By:

RAULUIS O. MANALIGOD

Executive Vice President

SIGNED IN THE PRESENCE OF:

Branch Manager in My
Official Capacity

BIENVENIDO M. JACINTO JR.

Raymund Vingent, Amante c/o CIC

NOT VALID WITHOUT COMPANY'S OFFICIAL RECEIPT

Agent: CICMDL0008
RAYMUND
11/14/2018 11:04:00 AM