

## CONTRACT AGREEMENT FOR MANPOWER SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for Manpower Services is made and entered into this JAN 03 2019 day of \_\_\_\_\_ at \_\_\_\_\_ by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**, a government agency attached to the Department of Science and Technology (DOST) created by virtue of laws of the Philippines, with principal address at U.P. Technology Park Complex, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City 1101, represented in this Agreement by its Acting Director, **JOEL JOSEPH S. MARCIANO, JR., Ph.D.** hereinafter referred to as the "**DOST-ASTI**";

-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 principal address at 2<sup>nd</sup> Floor Executive Bldg., Sen. Gil Puyat cor. Makati Ave., Makati City represented by its First Senior Vice President, **RAUL LUIS D. MANALIGOD**, hereinafter referred to as the "**CONTRACTOR**".

### *Witnesseth:*

**WHEREAS**, the DOST-ASTI requires the services of a qualified contractor for one (1) year provision of Third-Party Manpower Services for Year 2019;

**WHEREAS**, the Approved Budget for the Contract is Thirty-Two Million Two Hundred Thirty-Eight Thousand Four Hundred Pesos and 89/100 Only (₱32,238,400.89);

**WHEREAS**, in line with the procurement project, an Invitation to Bid was published in the Philippine Government Electronic Procurement System, DOST-ASTI website and in conspicuous bulletin boards on 15 November 2018;

**WHEREAS**, the Pre-bidding Conference was conducted on 22 November 2018;

**WHEREAS**, a Supplemental/Bid Bulletin was issued on 27 November 2018 to clarify, modify and amend items in the Bidding Documents;

**WHEREAS**, the Submission and Opening of Bids were held on 04 December 2018 and the CONTRACTOR's bid was found to be the Single Calculated Bid in the amount of Thirty-One Million Three Hundred Ninety-Two Thousand Six Hundred Forty-Seven Pesos and 86/100 Only (₱31,392,647.86) and after the conduct of post qualification evaluation of the End-user and Bids and Awards Committee (BAC), was declared to be the Single Calculated and Responsive Bid in accordance with Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR);

**WHEREAS**, the result of the bidding was submitted to the DOST-ASTI Acting Director, for the approval of the Award of the Contract to the CONTRACTOR, under BAC Resolution No. SCRB-18-12-035 dated 14 December 2018;

**WHEREAS**, the DOST-ASTI Acting Director approved said BAC Resolution recommending the Award of the Contract to the CONTRACTOR in the amount of Thirty-One Million Three Hundred Ninety-Two Thousand Six Hundred Forty-Seven Pesos and 86/100 Only (₱31,392,647.86) for a period of one (1) year;

**NOW, THEREFORE**, for and in consideration of the foregoing, is entered into by and between the DOST-ASTI and the CONTRACTOR with the following covenants, to wit:

- I. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:

ANNEX NO.	DESCRIPTION OF DOCUMENT
A	Invitation to Bid
B	Supplemental Bid Bulletin
C	Section II. Instructions to Bidders
D	Section III. Bid Data Sheet
E	Section IV. General Conditions of Contract
F	Section V. Special Conditions of Contract
G	Section VI. Schedule of Requirements
H	Section VII. Technical Specifications
I	Financial Proposal Submission Sheet
J	Notice of Award
K	Performance Security

II. Work Schedule

- A. The CONTRACTOR shall provide and assign to the DOST-ASTI 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 schedules to be agreed by both parties. Assigned staff must observe the DOST-ASTI'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).
- B. Personnel assigned to the DOST-ASTI must observe its schedule including work suspension as well as special and non-working holidays.
- C. The Work Schedule is subject to change at any time when required by the DOST-ASTI and upon written communication with the CONTRACTOR.

III. Personnel Matters

- A. The DOST-ASTI has the right to screen applicants and choose the personnel to be assigned. The CONTRACTOR shall consider hiring the existing contract of service staff of the DOST-ASTI in relation to this contract.
- B. The CONTRACTOR shall provide a copy of the pre-employment examinations results to the DOST-ASTI and a copy of employment requirements submitted by the staff.
- C. The personnel shall be exclusively assigned by the CONTRACTOR to the DOST-ASTI. They are required to observe the DOST-ASTI'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 organization.
- D. The CONTRACTOR is not precluded from implementing its own Office Rules and Regulations governing the employment of staff assigned to the DOST-ASTI, such as but not limited to, attendance and punctuality. It should be noted, however, that the former should notify the latter in writing at least two (2) weeks before any disciplinary action is meted out.
- E. The CONTRACTOR shall pay the personnel all benefits required by law.
- F. The CONTRACTOR shall provide the DOST-ASTI the list of benefits to be given to the assigned personnel, including those that are company-initiated.
- G. The personnel shall undergo periodic performance evaluation which will serve as basis for continuation of services of the staff.
- H. The DOST-ASTI has the right to request that the assigned personnel be relieved from the DOST-ASTI and be replaced immediately in case of violation of the rules and regulations

as well as internal policies of the DOST-ASTI, or for any other reasonable cause such as, but not limited to:

1. Serious misconduct or willful disobedience of the assigned personnel of the rules and regulations, as well as internal policies of the Institute;
  2. Habitual neglect of duties;
  3. Fraud or willful breach of trust by the assigned personnel; and
  4. Commission of a crime or offense by the assigned personnel against DOST-ASTI.
- I. The personnel, through the CONTRACTOR, agrees to assign to the DOST-ASTI 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.

The service provider must ensure that a Deed of Assignment, provided by DOST-ASTI, 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 DOST-ASTI which are related to the project outputs during the course of employment.

- J. The personnel, through the CONTRACTOR, agrees to execute all documents, and do all acts as may deemed necessary by the DOST-ASTI, to give effect to these terms.
- K. The personnel must secure clearance for all accountabilities at the end of his/her assignment in the DOST-ASTI. The CONTRACTOR must ensure that the assigned personnel shall secure necessary clearances for all accountabilities at the end of his/her assignment in the DOST-ASTI 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.
- L. The CONTRACTOR shall guarantee payment of salaries of staff for the first three (3) months of the contract even prior to the release of funds from the DOST-ASTI.
- M. In case the DOST-ASTI requires deployment activities, the CONTRACTOR shall process requirements for travel, per advice of the DOST-ASTI. Travel expenses shall be billed separately, the cost of which is exclusive of the contract price.

#### IV. Contract Price

- A. The billable amount under this contract and/or the contract price may be adjusted or updated in consideration of any of the following:
1. Government-mandated increase on the minimum wage, cost of living allowance, SSS, Philhealth and HDMF (Pag-IBIG) contributions or other similar increase mandated by the appropriate government authority.
  2. Additional work (overtime) required by the DOST-ASTI or deductive work (undertime and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price. Payment for overtime work may also be charged against the savings generated from undertime and absences of outsourced staff.
  3. 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 monthly basic salary rates. In case of salary increase, the unit cost referred to in Contract Price shall accordingly be adjusted to the approved amended salary rates.

#### V. Contract Period

- A. The term of this Contract shall be effective for a period of twelve (12) months commencing on the first working day of January 2019 and ending on 31 December 2019.

- B. For positions that are required for less than twelve (12) months, the DOST-ASTI shall notify the CONTRACTOR, in writing, on the specific start date of said positions.
- C. The DOST-ASTI reserves the right to terminate the contract in case the CONTRACTOR 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 the DOST-ASTI.

VI. Performance Security

- A. The CONTRACTOR 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.

VII. Confidentiality

- A. The DOST-ASTI and the CONTRACTOR 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 DOST-ASTI and the CONTRACTOR shall sign a Non-Disclosure agreement to effect this provision. Additionally, the CONTRACTOR shall extend such agreement with all employees to be assigned to the DOST-ASTI by requiring the signing of a similar document. The CONTRACTOR shall furnish the DOST-ASTI a copy of such document.
- B. It is 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.

VIII. Other Conditions

- A. Any judicial action to enforce any of the terms stated herein shall be instituted and prosecuted in the court of appropriate jurisdiction in Quezon City, Philippines.
- B. The CONTRACTOR shall guarantee for the loss or damage of the DOST-ASTI'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 CONTRACTOR or any of its employees. Such loss or damage must be reported in writing to the CONTRACTOR within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the CONTRACTOR shall not, in any way, be made responsible.
- C. The assigned personnel are the exclusive employees of the CONTRACTOR and there exists no employer-employee relationship between them and the DOST-ASTI. 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 CONTRACTOR shall be the sole responsibility of the CONTRACTOR.
- D. The personnel to be assigned must be trained and with adequate experience, physically and mentally fit, courteous and honest, and are provided by the CONTRACTOR with identification cards.
- E. The cost of coverage of the assigned personnel for SSS, Philhealth, Pag-IBIG and other benefits due them shall be the sole responsibility of the CONTRACTOR.
- F. The assigned personnel shall submit to personnel search and spot check by the DOST-ASTI's Security Guards when required and must observe/abide by all security regulations and requirements of the DOST-ASTI.
- G. Upon the request of the DOST-ASTI, the CONTRACTOR shall relieve any of its assigned personnel with whom the DOST-ASTI has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.
- H. The DOST-ASTI 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 CONTRACTOR, including claims for benefits due to the CONTRACTOR personnel.

- I. The CONTRACTOR shall provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.

IX. Amendment

- A. The DOST-ASTI 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 CONTRACTOR and shall take effect upon the agreement of both parties.

- B. Any other amendment in the terms, conditions, or provisions not stipulated in this document should be covered by a separate agreement as proposed and agreed upon by the DOST-ASTI and CONTRACTOR.

X. Separability

- A. 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.

**ADVANCED SCIENCE AND  
TECHNOLOGY INSTITUTE**



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

**DBP SERVICE CORPORATION**



**RAUL LUIS D. MANALIGOD**  
First Senior Vice President

**SIGNED IN THE PRESENCE OF:**



**MYLENE N. MONTON**  
Administrative Officer V



**GERRY A. ARELLANO**  
Vice President, Marketing Department

**CERTIFIED FUNDS AVAILABLE**



**GAY CONCEPCION S. BUGAGAO**

Accountant III  
*RA 10964 As Required*

ACKNOWLEDGMENT

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

FEB 18 2019 BEFORE ME, a Notary Public for and in the PARANAQUE CITY, Philippines, this  
FEB 18 2019, personally came and appeared:

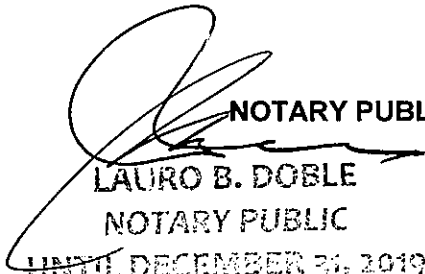
NAME	IDENTIFICATION	DATE OF ISSUANCE	PLACE OF ISSUE
Joel Joseph S. Marciano, Jr.	Passport No. P5021262A	10 November 2017	DFA Manila
Raul Luis D. Manaligod	SSS ID# 4092339-4		

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 six (6) 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. 143  
Page No. 30  
Book No. III  
Series of 2019.

  
**NOTARY PUBLIC**  
**LAURO B. DOBLE**  
**NOTARY PUBLIC**  
**UNTIL DECEMBER 31, 2019**  
**NOTARIAL COMMISSION NO. 197-2018**  
**IBP NO. 021975/1-01-2018**  
**PTR NO. 021977/1-01-22-2018**  
**PARANAQUE CITY**  
**MICLE COMPLIANCE NO. M-0012754**  
**ROLL NO. 28750**

