

**DEPARTMENT OF SCIENCE AND TECHNOLOGY
ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE**

**2023 OUTSOURCING OF MANPOWER COMPLEMENT FOR THE HR LITE PROJECT
TERMS OF REFERENCE**

WORK SCHEDULE

1. The EXTERNAL PROVIDER shall provide and assign to the DOST-ASTI, under the HR Lite Project, 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. It is noted that assigned staff must observe the work schedule of DOST-ASTI.
2. Personnel assigned to the DOST-ASTI must observe its schedule including work suspension as well as regular, special, and non-working holidays.
3. The Work Schedule is subject to change at any time when required by the DOST-ASTI and upon written communication with the EXTERNAL PROVIDER.

PERSONNEL MATTERS

1. The DOST-ASTI has the right to screen applicants and choose the personnel to be assigned. The EXTERNAL PROVIDER shall consider hiring the existing contract of service staff of the DOST-ASTI in relation to this contract.
2. The EXTERNAL PROVIDER shall provide a copy of the pre-employment examinations results to the DOST-ASTI and a copy of employment requirements submitted by the assigned employees. These documents should be submitted to the DOST-ASTI on the first day of employee assignment to the Institute.
3. The personnel shall be exclusively assigned by the EXTERNAL PROVIDER 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.
4. The EXTERNAL PROVIDER 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.
5. The employees to be hired under this contract are monthly-paid employees consistent with the definition of the Department of Labor and Employment as *those who are paid every day of the month, including unworked rest days, special days, and regular holidays (Handbook Workers' Statutory Monetary Benefits, 2019 Edition, Section 1, Minimum Wage, Subsection D)*.
6. The EXTERNAL PROVIDER shall pay the personnel the required salaries and benefits required by law.
7. The EXTERNAL PROVIDER shall provide the DOST-ASTI the list of benefits to be given to the assigned personnel, including those that are company-initiated.
8. The personnel shall undergo performance evaluation by the DOST-ASTI which will serve as basis for his/her continuation of services/assignment to the DOST-ASTI.
9. The DOST-ASTI has the right to request for the relief and immediate replacement of assigned personnel from the DOST-ASTI in case of violation of the rules and regulations

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

- Serious misconduct or willful disobedience of the assigned personnel of the rules and regulations, as well as internal policies of the Institute;
 - Habitual neglect of duties;
 - Fraud or willful breach of trust by the assigned personnel;
 - Commission of a crime or offense by the assigned personnel against DOST-ASTI;
 - Habitual absences and tardiness;
 - Unsatisfactory performance; and
 - Conduct and behavior inimical to the interest of the DOST-ASTI;
10. The DOST-ASTI has the right to request for a reliever to temporarily substitute the assigned personnel to cover unexpected events, such as but not limited to long-term sickness absence, maternity leave, bereavement leave, study leave, among others, of the assigned personnel.
11. In compliance with the Occupational Safety and Health Standards, the EXTERNAL PROVIDER shall ensure that all its employees to be assigned to the DOST-ASTI are fit to work.
12. The EXTERNAL PROVIDER shall, on behalf of its employees to be assigned to the DOST-ASTI, agree to assign to the DOST-ASTI all intellectual property (IP) rights including but not limited to patents, utility models, industrial designs, trademarks, copyrights and related rights arising and generated from the services its employees will render for the DOST-ASTI in exchange of salary, honorarium, or any remuneration that the employees will be receiving.
13. The EXTERNAL PROVIDER shall ensure that a Deed of Assignment, provided by DOST-ASTI, is signed by each employee assigned to the DOST-ASTI as an annex to their 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 their outputs produced during their assignment to the DOST-ASTI. The EXTERNAL PROVIDER shall provide the DOST-ASTI a certified true copy of the signed Deed of Assignment.
14. The EXTERNAL PROVIDER shall require its personnel who will be assigned to the DOST-ASTI to execute all documents and do all acts as may be deemed necessary by the DOST-ASTI, to give effect to the terms provided under Personnel Matters Section items 10 and 11 of this Terms of Reference. All documents should be submitted to the DOST-ASTI on the first working day of the assigned employee.
15. The personnel must secure clearance for all accountabilities at the end of his/her assignment in the DOST-ASTI. The EXTERNAL PROVIDER 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.
16. The EXTERNAL PROVIDER 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.

CONTRACT PRICE

The billable amount under this contract and/or the contract price may be adjusted or updated in consideration of any of the following, **subject to availability of funds**:

- a. 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.

In order to implement the adjustment, the EXTERNAL PROVIDER should notify the DOST-ASTI, in writing, about the increase in contributions duly supported by an updated/adjusted monthly billing rate per salary grade. Upon approval of the DOST-ASTI of the updated/adjusted monthly billing rate, the same can be immediately implemented.

- b. Additional work (OT) 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 Contract Price including any approved adjustments during contract implementation. Payment for overtime work may also be charged against the savings generated from undertime and absences of outsourced staff.

The EXTERNAL PROVIDER should ensure that the OT claim is supported by required supporting documents per the internal rules and regulation of the DOST-ASTI on the matter.

- c. Increase in salaries of government employees pursuant to a directive/issuance by the Department of Budget and Management (DBM) 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.

To implement the salary adjustment, the DOST-ASTI should notify the EXTERNAL PROVIDER, in writing, about the increase in prescribed basic salary rates of employees. The EXTERNAL PROVIDER should submit an updated/adjusted monthly billing rate per salary grade. Upon approval of the DOST-ASTI of the updated/adjusted monthly billing rate, the same can be immediately implemented.

CONTRACT PERIOD

1. The term of this Contract shall be effective for a period of **ten (10) months or until 18 December 2023**.
2. The DOST-ASTI shall notify the EXTERNAL PROVIDER, in writing, on the specific start date of said positions.
3. The DOST-ASTI 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 the DOST-ASTI.

PERFORMANCE SECURITY

The EXTERNAL PROVIDER 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.

CONFIDENTIALITY

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

It is hereby further agreed that both parties shall likewise hold on to 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.

OTHER CONDITIONS

1. 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.
2. The EXTERNAL PROVIDER 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 EXTERNAL PROVIDER or any of its employees. Such loss or damage must be reported in writing to the EXTERNAL PROVIDER within 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, in any way, be made responsible.
3. The assigned personnel are the exclusive employees of the EXTERNAL PROVIDER 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 EXTERNAL PROVIDER shall be the sole responsibility of the EXTERNAL PROVIDER.
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 them shall be the sole responsibility of the EXTERNAL PROVIDER.
6. 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.
7. Upon the request of the DOST-ASTI, the EXTERNAL PROVIDER 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.
8. The DOST-ASTI is not answerable or liable whatsoever for any claim of the assigned personnel arising from the performance of their duties and/or in the course of employment with the EXTERNAL PROVIDER, including claims for benefits due to the EXTERNAL PROVIDER personnel.

9. The EXTERNAL PROVIDER shall provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.

AMENDMENT

1. The DOST-ASTI may change the number of positions and position titles, as well as create additional positions, initially identified under this procurement contract PROVIDED that the amendments shall not exceed the approved contract price and that the position titles are based on the Department of Science and Technology Profile of Contract of Service. 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 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 EXTERNAL PROVIDER.

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.