

Government of the Republic of the Philippines
Department of Science and Technology
Advanced Science and Technology Institute

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

*Outsourcing of Manpower Services
from January 2022 to September 2022
(Early Procurement Activity)*

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR OUTSOURCING OF MANPOWER SERVICES FROM JANUARY 2022 TO SEPTEMBER 2022 (EARLY PROCUREMENT ACTIVITY)

1. The *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *National Expenditure Program for Fiscal Year 2022* intends to apply the sum of *Fifty-Two Million One Hundred Eighty-Nine Thousand Five Hundred Fifty Pesos Only (₱52,189,550.00)* being the ABC to payments under the contract for *the Outsourcing of Manpower Services from January 2022 to September 2022*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOST-ASTI* now invites bids for the above Procurement Project. Delivery of the Goods is required *in January 2022*. Bidders should have completed, within *three years, specifically, from 08 November 2018 to 07 November 2021* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *DOST-ASTI* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **19 October 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand Pesos Only (₱50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person or through electronic means**.
6. The *DOST-ASTI* will hold a Pre-Bid Conference on **27 October 2021, 9:00 AM** through videoconferencing/webcasting **via Microsoft Teams [https://bit.ly/3DcHECU]**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through *manual submission* at the office address indicated below on or before **08 November 2021, 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **08 November 2021, 10:30 AM** at the given address below and/or via videoconferencing/webcasting *via Microsoft Teams* [<https://bit.ly/3mJCsjx>]. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DOST-ASTI** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. KATHERINE BABARAN-RAMOS

Head, Secretariat

Bids and Awards Committee (BAC)

c/o Procurement Management Section

Finance and Administration Division

Advanced Science and Technology Institute

G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus

Diliman, Quezon City 1101

bac-sec@asti.dost.gov.ph

Tel. No.: +63 2 8249-8500 loc. 1206/1212

www.asti.dost.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://asti.dost.gov.ph/>

<https://notices.philgeps.gov.ph/>

19 October 2021

Date of Issue

GERWIN P. GUBA

Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DOST-ASTI* wishes to receive Bids for the *Supply and Delivery of Forty-Two (42) Pieces Water Level Sensor*, with identification number *Invitation to Bid No. 21-10-3585 dd. 15 October 2021*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot/item*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Fiscal Year 2022* in the amount of *Fifty-Two Million One Hundred Eighty-Nine Thousand Five Hundred Fifty Pesos Only (₱52,189,550.00)*.

2.2. The source of funding is *NGA, the National Expenditure Program*.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- a. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c. When the Goods sought to be procured are not available from local suppliers; or
 - d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three years, specifically, from 08 November 2018 to 07 November 2021* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine

currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid *one hundred twenty (120) calendar days from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Outsourcing/Provision of Manpower Services.</i></p> <p>b. completed within <i>three years, specifically, from 08 November 2018 to 07 November 2021</i> prior to the deadline for the submission and receipt of bids.</p>												
7.1	<i>No further instructions.</i>												
12	The price of the Goods shall be quoted DDP <i>DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>One Million Forty-Three Thousand Seven Hundred Ninety-One Pesos Only (₱1,043,791.00)</i> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>Two Million Six Hundred Nine Thousand Four Hundred Seventy-Seven Pesos and 50/100 Only (₱2,609,477.50)</i> [five percent (5%) of ABC] if bid security is in Surety Bond.</p>												
19.3	<p><i>The project will be awarded, as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Item No.</i></th> <th style="text-align: center;"><i>Item Description</i></th> <th style="text-align: center;"><i>Quantity</i></th> <th style="text-align: center;"><i>Unit</i></th> <th style="text-align: center;"><i>Unit Cost (₱)</i></th> <th style="text-align: center;"><i>Total Amount/ABC (₱)</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"><i>Outsourcing of Manpower Services</i></td> <td style="text-align: center;">1</td> <td style="text-align: center;"><i>Lot</i></td> <td style="text-align: right;">52,189,550.00</td> <td style="text-align: right;">52,189,550.00</td> </tr> </tbody> </table>	<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost (₱)</i>	<i>Total Amount/ABC (₱)</i>	1	<i>Outsourcing of Manpower Services</i>	1	<i>Lot</i>	52,189,550.00	52,189,550.00
<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost (₱)</i>	<i>Total Amount/ABC (₱)</i>								
1	<i>Outsourcing of Manpower Services</i>	1	<i>Lot</i>	52,189,550.00	52,189,550.00								
20.2	<i>No further instructions.</i>												
21.2	<p><i>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</i></p> <p>a. <i>Proof of Authority of the Bidder's authorized representative/s, i.e., Secretary's Certificate or Special Power of Attorney;</i></p> <p>b. <i>Proof of payments or official receipts for payment of contributions from May 2021 to August 2021:</i></p> <p style="margin-left: 40px;">i. <i>Social Security System</i></p> <p style="margin-left: 40px;">ii. <i>PhilHealth</i></p> <p style="margin-left: 40px;">iii. <i>Home Development Mutual Fund / Pag-IBIG</i></p> <p>c. <i>Department of Labor and Employment Registration Certificate; and</i></p> <p>d. <i>ISO 9001:2015 Certification.</i></p>												

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Please refer to the Section VII. Technical Specifications and/or Terms of Reference (TOR), for further details.</p>
2.2	<p><i>Partial payment is not allowed.</i></p>
4	<p>The inspections will be conducted <i>as required by the End-user Unit. Other instructions relative to this procurement project are explicitly stipulated in Section VII. Technical Specifications and/or its TOR.</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Outsourcing of Manpower Services	One (1) Lot	₱52,189,550.00	January 2022

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification	Statement of Compliance
1	OUTSOURCING OF MANPOWER SERVICES (JANUARY 2022 – SEPTEMBER 2022)	
	1. BACKGROUND AND OBJECTIVE	
	1.1.The Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) requires the services of an outsourcing firm engaged in staffing services, which will provide qualified or experienced manpower to the agency, to do administrative and technical duties.	
	1.2.The Approved Budget for the Contract or ABC is inclusive of all applicable government taxes and other service charges.	
	1.3.The technical specifications indicated herein are minimum requirements, unless otherwise specified.	
	2. SPECIFICATIONS	
	2.1.Provide and assign one hundred thirty-one (131) manpower to DOST-ASTI, specifically:	
	2.1.1. Four (4) Project Technical Specialist IV, SG 19, for 9 months @ Php49,835.00/month	
	2.1.2. One (1) Project Technical Specialist III, SG 18, for 9 months @ Php45,203.00/month	
	2.1.3. Two (2) Project Administrative Officer III, SG 18, for 9 months @ Php45,203.00/month	
	2.1.4. Twenty-two (22) Project Technical Specialist I, SG 16, for 9 months @ Php38,150.00/month	
	2.1.5. Two (2) Project Administrative Officer I, SG 16, for 9 months @ Php38,150.00/month	
	2.1.6. Eight (8) Project Administrative Assistant VI, SG 15, for 9 months @ Php35,097.00/month	
	2.1.7. Three (3) Project Technical Assistant VI, SG 15, for 9 months @ Php35,097.00/month	
	2.1.8. Three (3) Project Technical Assistant V, SG 14, for 9 months @ Php32,321.00/month	

	2.1.9. Three (3) Project Administrative Assistant IV, SG 13, for 9 months @ Php29,798.00/month	
	2.1.10. Twenty-three (23) Project Technical Assistant IV, SG 13, for 9 months @ Php29,798.00/month	
	2.1.11. Eight (8) Project Technical Assistant III, SG 12, for 9 months @ Php27,608.00/month	
	2.1.12. Four (4) Project Administrative Assistant III, SG 12, for 9 months @ Php27,608.00/month	
	2.1.13. Ten (10) Project Administrative Assistant II, SG 11, for 9 months @ Php25,439.00/month	
	2.1.14. Fourteen (14) Project Technical Assistant II, SG 11, for 9 months @ Php25,439.00/month	
	2.1.15. Seven (7) Project Administrative Assistant I, SG 10, for 9 months @ Php22,190.00/month	
	2.1.16. One (1) Project Technical Assistant I, SG 10, for 9 months @ Php22,190.00/month	
	2.1.17. Nine (9) Project Administrative Aide VI, SG 9, for 9 months @ Php20,402.00/month	
	2.1.18. One (1) Project Technical Aide VI, SG 9, for 9 months @ Php20,402.00/month	
	2.1.19. Three (3) Project Administrative Aide V, SG 8, for 9 months @ Php18,998.00/month	
	2.1.20. One (1) Project Administrative Aide IV, SG 7, for 9 months @ Php17,899.00/month	
	2.1.21. One (1) Project Administrative Aide III, SG 6, for 9 months @ Php16,877.00/month	
	2.1.22. One (1) Project Administrative Aide I, SG 4, for 9 months @ Php14,993.00/month	
	2.2. Bidders must consider the qualifications of the positions per attached Annex "A" titled, "2022 Profile of DOST-COS Personnel in the DOST System".	
	2.3. Bidders must consider the duties of each position per attached Annex "B" titled, "2022 Duties and Responsibilities".	
	2.4. Bidders must submit a breakdown of offers for each of the positions mentioned above using the attached template as Annex "C" titled, "Breakdown of Bids for One Hundred Thirty-One (131) Positions of DOST-ASTI". This document should be included in the Financial Component of the bid.	
	2.5. The number of positions and the position titles indicated herein may be changed, as well as creation of additional positions, within the contract period PROVIDED that the amendments shall not exceed the computation	

	for the salary grades indicated in the attached Annex “D” titled, “Detailed Computation of Monthly Billing per Salary Grade”.	
	2.6.The bidder shall submit a list of company-initiated benefits being offered to its employees which are likewise expected to be given to the staff that will be hired under this contract. It should be noted, however, that if the bidder does not have any company-initiated benefit, this should be stated in writing as well.	
	2.7.Bidders must comply with the Terms of Reference attached as Annex “E”, titled, “DOST-ASTI 2022 Outsourcing of Manpower Complement Terms of Reference”.	
	2.8.Provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of the contract.	
	3. OTHER TERMS AND CONDITIONS	
	3.1.Bidders must comply with all specifications contained in this Purchase Request, Terms of Reference and supplemental bid bulletin, if any.	
	3.2.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).	
	3.3.Bidder shall pay the manpower the required salaries and benefits mandated by law.	
	3.4.Bidder shall guarantee payment of salaries of manpower for the first three (3) months of the contract even prior to the release of funds from the agency.	
	3.5.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:	
	3.5.1. 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.	
	3.5.2. In order to implement the adjustment, the bidder 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.	
	3.5.3. 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.	
	3.5.4. The bidder 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.	
	3.5.5. 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.	
	3.5.6. To implement the salary adjustment, the DOST-ASTI should notify the bidder, in writing, about the increase in prescribed basic salary rates of employees. The bidder 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.	
	3.6.If any of these adjustments will result in an amount greater than the current contract price a Supplemental Contract indicating the adjusted/updated contract price should be prepared. Otherwise, the documents stipulated above shall suffice.	
	3.7.Bidder shall provide 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, among others, of the assigned personnel.	
	3.8.Bidder shall process the requirements for travel of the assigned personnel.	

	3.9.The bidder 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.	
	3.10. The bidder 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 bidder or any of its employees. Such loss or damage must be reported in writing to the bidder within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the bidder shall not, in any way, be made responsible.	
	3.11. 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 bidder, including claims for benefits due to the personnel.	
	4. DOCUMENTARY REQUIREMENTS	
	4.1.The following documents must be submitted, as part of the Technical Component of the Bids:	
	4.1.1. Proof of payments/Official Receipts for payment of contributions from May 2021 to August 2021:	
	4.1.1.1.Social Security System	
	4.1.1.2.PhilHealth	
	4.1.1.3.Pag-IBIG/HDMF	
	4.1.2. DOLE Registration Certificate	
	4.2.Bidders must be ISO 9001:2015 Certified	
	5. PAYMENT AND DELIVERY TERMS	
	5.1.The term of this Contract shall be effective for a period of nine (9) months from January 2022 to September 2022.	
	5.2.The price of the bid is inclusive of government taxes and other charges.	

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

**2022 OUTSOURCING OF MANPOWER COMPLEMENT
TERMS OF REFERENCE**

WORK SCHEDULE

1. The EXTERNAL PROVIDER 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).
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; and
 - Commission of a crime or offense by the assigned personnel against 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. The EXTERNAL PROVIDER shall, in 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.
12. 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 the course of their assignment to the DOST-ASTI. The EXTERNAL PROVIDER shall provide the DOST-ASTI a certified true copy of the signed Deed of Assignment.
13. 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.
14. 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.
15. 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.
16. In case the DOST-ASTI requires deployment and other activities that require traveling, the EXTERNAL PROVIDER 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.

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 Item b. above 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.

If any of these adjustments will result in an amount greater than the current contract price a Supplemental Contract indicating the adjusted/updated contract price should be prepared. Otherwise, the documents stipulated above shall suffice.

CONTRACT PERIOD

1. The term of this Contract shall be effective for a period of **nine (9) months from January 2022 to September 2022.**
2. For positions that are required for less than 9 months, 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 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.

This is to certify that we hereby commit to comply and deliver all the above.

Name of the Representative of the Bidder: _____

Position: _____

Name of the Bidder: _____

***Section VIII. Checklist of Technical and
Financial Document***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (j) Additional contract documents pursuant to Clause 21.1, Section III. Bid Data Sheet, as follows:
 - a. Proof of Authority of the Bidder’s authorized representative/s, i.e., Secretary’s Certificate or Special Power of Attorney;
 - b. Proof of payments or official receipts for payment of contributions from May 2021 to August 2021:
 - i. Social Security System

- ii. PhilHealth
- iii. Home Development Mutual Fund / Pag-IBIG
- c. Department of Labor and Employment Registration Certificate; and
- d. ISO 9001:2015 Certification.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; **and**
- (o) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (p) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Single Largest Completed Contract

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

Please fill out the required information below:

1	Name of Contract :	
2	Date of Contract :	
3	Contract Duration :	
4	Owner's Name :	
5	Owner's Address :	
6	Kinds of Good / Services :	
7	Amount of Completed Contract/s:	
8	Date of Delivery :	
9	Official Receipt / Sales Invoice No. :	

NOTE:

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
2. It is required for the Bidder to submit **one** of the following documents:
 - a. Official Receipt;
 - b. Sales Invoice; or
 - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

Computation of Net Financial Contracting Capacity

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (_____ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Issued this _____ day of _____, 2020.

NOTES:

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

Statement of Ongoing Government and Private Contracts

Example:

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
Total Value of All Outstanding Contracts: P38,000,000.00								

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

Total Value of All Outstanding Contracts:

NOTE: Supporting documents are **not** required.

