



Republic of the Philippines  
**Department of Science and Technology**  
**FOOD AND NUTRITION RESEARCH INSTITUTE**  
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## BID BULLETIN No. 1

This **Bid Bulletin No. 1** is hereby issued for the information and guidance of all participating bidders for the **Procurement of Human Resource Service Provider – Ref. # 2024-04-04**.

The following Terms of Reference were discussed and highlighted during the pre-bid conference which will be part of the bidding document (see attached):

This Bid Bulletin No.1 is issued to modify or amend items in the bid documents.

For guidance and information of all concerned.

  
**ALEXIS M. ORTIZ**  
Chairperson  
DOST-FNRI Bids and Awards Committee



## TERMS OF REFERENCE

### Procurement of Human Resource Service Provider

#### I. OBJECTIVE

To provide support in the attainment of the **Department of Science and Technology-Food and Nutrition Research Institute's (DOST-FNRI)** Vision and Mission, and to properly deliver the agency's mandate, the DOST-FNRI seeks to enter into an outsourcing agreement with an experienced and qualified human resource service provider for the recruitment, selection, and placement of personnel, including the management of these human resources once employed by the winning bidder.

#### II. WORK SCHEDULE

1. **For office-based personnel:** The **HUMAN RESOURCE SERVICE PROVIDER**, referred to as "**SERVICE PROVIDER**" shall provide and assign office-based personnel to the **DOST-FNRI** from Monday-Friday and render work 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 upon by both parties, provided all deliverables due to the **DOST-FNRI** are accomplished in a specified time;
2. **For field-based personnel:** The **SERVICE PROVIDER** shall provide and assign to the **DOST-FNRI** the field-based personnel to render work for six days a week and render at least eight (8) hours of work per day or a total of forty-eight (48) hours of work per week or at schedules to be agreed upon by both parties, provided all deliverables due to the **DOST-FNRI** are accomplished in a specified time;
3. The **SERVICE PROVIDER** personnel assigned to **DOST-FNRI** (both office-based and field-based personnel) must observe their schedules, including work suspension, and during special working and non-working holidays.

#### III. PERSONNEL MATTERS

1. The **SERVICE PROVIDER** shall ensure that all personnel to be assigned at the **DOST-FNRI** are eligible with the minimum standards/qualifications set by the **DOST-FNRI**. (**Annex B**)
2. The **SERVICE PROVIDER** shall consider hiring the existing Contract of Service staff of the **DOST-FNRI** in relation to this contract.

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3. The **DOST-FNRI** has the right to reassess, choose, and reject applicants provided by the **SERVICE PROVIDER** if found non-compliant to the standard(s) set by the **DOST-FNRI**.
4. The **SERVICE PROVIDER** shall provide to the **DOST-FNRI**, all the required number of assigned personnel, including a copy of their Personal Data Sheet (PDS) and the summary of submitted requirements within 15 calendar days of signing the Contract for review and approval of **DOST-FNRI**.
5. Upon concurrence of the **DOST-FNRI** of the submitted list of applicants, the **SERVICE PROVIDER** shall deploy within 15 calendar days all the required number of personnel.
6. The **SERVICE PROVIDER** shall exclusively assign the personnel to **DOST-FNRI**. These personnel are required to undergo orientation and are expected to observe the **DOST-FNRI's** Office Rules and Regulations. As such, they must conduct themselves in a manner appropriate for a government employee (even if there is no employee-employer relationship)
7. The **SERVICE PROVIDER** shall assign a dedicated account manager and liaison officer at the **DOST-FNRI** which shall regularly coordinate with the concerned offices in the effective implementation of this contract. It shall be responsible for regularly providing the status of the filled-up and vacant positions. The **SERVICE PROVIDER must** observe the deadlines set by the **DOST-FNRI** in the filling up of required positions.
8. The **SERVICE PROVIDER** must submit a detailed computation of salaries and benefits required by law (SSS, Philhealth, Pag-IBIG, EC program, Holiday pay, 13th-month pay, Incentive leave, Paternity leave, Maternity leave, Solo parent leave, Special Leave benefit for women, retirement pay) for each position. The computation will form part of the contract and shall be the basis for billing purposes to the **DOST-FNRI**;
9. The **SERVICE PROVIDER** shall provide hazard pay for Chemists and Chemical Technicians based on the Professional Chemistry Law (RA 10657), and DOST AO 021 s. 2020, and shall be billed separately based on a computed matrix;
10. The **SERVICE PROVIDER** shall pay the personnel on a semi-monthly basis on the 10th and 25th of the following month upon validation and signing of the accomplished Daily Time Records (DTR) by the immediate supervisor(s) or end-users.
11. The **SERVICE PROVIDER** shall provide a monthly report of absences, tardiness, and undertime to **DOST-FNRI**. Moreover, the **SERVICE PROVIDER** shall provide a monthly summary list of resigned and terminated personnel, including the commitment to fill up the vacant position the soonest time possible. Also, personnel profile/database, COVID-19-related cases, vaccination status, etc.
12. The **SERVICE PROVIDER** shall provide pay slips to assigned personnel to be delivered to **DOST-FNRI** on time during payday.
13. The **SERVICE PROVIDER** shall furnish pre-employment certifications of hired employees, as well as the list of personnel with medical comorbidities that may affect their duty status in their area of assignment. Newly hired employees with comorbidities should present a fit-to-work certificate. The pre-employment medical examination of newly hired employees shall include HBsAG test (Hepatitis B screening test) in compliance with the

Workplace Policy and Program on Hepatitis B. (Joint Memorandum Circular No. 1, s. 2020 titled Occupational Safety and Health (OSH) Standards). Any "reactive" result shall be copy furnished to DOST-FNRI.

14. The **SERVICE PROVIDER** shall ensure all personnel shall be covered by accident insurance and a one-time consumable prepaid health insurance to commence at the assumption of the personnel's contract.
15. The **DOST-FNRI** is not answerable or liable whatsoever to any claim of the assigned personnel arising from the performance of their duties including claims for benefits due to the personnel.
16. The **SERVICE PROVIDER** shall be responsible to provide assistance for these claims or benefits (such as SSS, etc.) of the affected personnel.
17. The **SERVICE PROVIDER** shall be responsible for the correct preparation and computation of salaries and benefits and the applicable deductions before transmitting the billing statement per cut-off to the **DOST-FNRI**.
18. The **SERVICE PROVIDER** and **DOST-FNRI** shall conduct periodic (3 months to 6 months period) performance evaluations which will serve as the basis for the continuation of services of the staff.
19. The **DOST-FNRI** has the right to request the **SERVICE PROVIDER** to relieve and replace immediately the assigned personnel in cases of violation of the rules, regulations, and internal policies of the **DOST-FNRI**, or for any other reasonable cause such as but not limited to:
  - Habitual absenteeism;
  - Poor performance evaluation;
  - 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;
  - Reporting under the influence of alcohol or illegal drugs;
  - Gender-based violence;
  - Fraud or willful breach of trust by the assigned personnel; and,
  - Commission of a crime or offense by the assigned personnel against the **DOST-FNRI**
20. The **SERVICE PROVIDER** must ensure that the assigned personnel shall secure necessary clearance for all accountabilities at the end of his/her assignment at the **DOST-FNRI** 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.
21. The **SERVICE PROVIDER** shall ensure the 30-day notice of resignation and endorse a qualified replacement for a resigned employee on or before the effectivity date of their resignation and provide a qualified reliever for those employees on leave for more than 5 consecutive working days. For driver positions, a reliever must be provided to DOST-FNRI for even one (1) day of planned leave of absence.
22. The assigned personnel with highly-specialized training funded by DOST-FNRI must pay in case of separation the equivalent cost of the training/s attended as per DOST



Administrative Order No. 008 s. 2014 and must be bonded for the equivalent number of days of training.

23. The assigned personnel, through the **SERVICE PROVIDER**, agrees to assign to the **DOST-FNRI** all intellectual property rights including but not limited to patents, copyrights, utility models, and related rights arising from the services he/she will render for the Institute in exchange of salary or any remuneration that he/she will be receiving. The assigned personnel are required to surrender all project-related files to the immediate supervisor upon the termination of the contract.
24. The **SERVICE PROVIDER** shall process requirements for local travel, per the advice of the **DOST-FNRI**.
25. The assigned personnel, through the **SERVICE PROVIDER**, agrees to execute all documents, and do all acts as may be deemed necessary by the **DOST-FNRI**.
26. The **SERVICE PROVIDER** shall constantly maintain open lines of communication and provide timely and appropriate feedback in the implementation of the contract.
27. The **SERVICE PROVIDER** shall provide monthly supplies such as printer, inks, etc. for printing of the assigned personnel's DTR, pass slips and other documents based on the list to be provided by **DOST-FNRI** or shall provide the printed copies of the assigned personnel's DTR, pass slips, and other documents to **DOST-FNRI**.

#### IV. TERMS OF PAYMENT AND CONTRACT PRICE

1. The **SERVICE PROVIDER** must provide the billing statement seven (7) days after payment of salaries per cut-off based on the actual services rendered only (supported by daily time records or DTRs and pertinent attachments) by the personnel. The billing statement per cut-off of the **SERVICE PROVIDER** shall be validated by the **DOST-FNRI** Accounting Section;
2. The **SERVICE PROVIDER** shall guarantee payment of salaries of staff for the first two (2) months of the contract even prior to the release of funds from the **DOST-FNRI**;
3. The billable amount under this contract and/or the contract price may be adjusted or updated in consideration of any of the following:
  - 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.
  - b. Additional work (OT) as required by the **DOST-FNRI** or deductive work (under time and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price. Total payment for overtime services within the contract period shall be subject to the availability of funds.
  - c. The contract price is based on the current salaries of government employees (*Republic Act 11466 Salary Standardization Law V Fourth Tranche 2023*). As such, in the event of changes in the salaries of government employees, contract price and/or billing may change accordingly, upon written advice by the **DOST-FNRI**;

## V. CONTRACT PERIOD

1. The contract period shall be effective for a period of 9 months **commencing on the first working day of April 2024 and ending on December 31, 2024.**
2. For positions that are required for less than 12 months, the **DOST-FNRI** shall notify the **SERVICE PROVIDER**, in writing, on the specific start date of said positions.
3. In the case of a Breach of Contract by the **SERVICE PROVIDER**, the **PROCURING ENTITY** reserves the right to terminate the contract without prejudice to any other course of action, damages, and remedies available under the circumstances. In case of termination, a thirty (30) day notice shall be made by the **PROCURING ENTITY**.

## VI. PERFORMANCE SECURITY

The **SERVICE PROVIDER** shall submit a Performance Bond to guarantee the faithful performance of its obligations under the contract, within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the **DOST-FNRI**.

## VII. CONFIDENTIALITY

The **DOST-FNRI** and the **SERVICE PROVIDER** shall hold in strict confidence all information furnished by one to the other and shall not dispose of the same to any third party without the prior written consent of the other party to the party providing such confidential information. The **DOST-FNRI** and the **SERVICE PROVIDER** shall sign a non-disclosure agreement to satisfy this provision. Additionally, the **SERVICE PROVIDER** shall extend such agreement with all employees to be assigned to the **DOST-FNRI** by requiring the signing of a similar document. The **SERVICE PROVIDER** shall furnish **DOST-FNRI** a copy of such document.

Any violation will be dealt with under the Republic Act No. 6713 The Code of Conduct and Ethical Standards for Public Officials and Employees. **Section 11. Penalties.** - (a) Any public official or employee regardless of whether or not he holds office or employment in a casual, temporary, holdover, permanent or regular capacity, shall be punished with a fine not exceeding the equivalent of six (6) months' salary or suspension not exceeding one (1) year, or removal depending on the gravity of the offense after due notice and hearing by the appropriate body or agency.

## VIII. 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 Taguig City Courts only.
2. The **SERVICE PROVIDER** shall guarantee for the loss or damage of the **DOST-FNRI's** property unless it has been duly established after an investigation that said loss or damage did not result from the act, omission, negligence, or fault of the **SERVICE PROVIDER** or any of its employees. Such loss or damage must be reported in writing to the **SERVICE PROVIDER** within five (5) working days from the occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **SERVICE PROVIDER** shall not, in any way, be made responsible.



3. The assigned personnel are the exclusive employees of the **SERVICE PROVIDER** and there exists no employer-employee relationship between them and the **DOST-FNRI**. 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 **SERVICE PROVIDER** shall be the sole responsibility of the latter.
4. 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 **SERVICE PROVIDER**. The **SERVICE PROVIDER** shall provide to **DOST-FNRI** proof of remittance of SSS/Pag-IBIG/PhilHealth and the corresponding employer remittance report.
5. The **SERVICE PROVIDER** shall issue an Identification Card (office-based and field-based) and Local Travel Order (LTO) to all field-based personnel as one of the requirements of LGU to enter their respective province or highly-urbanized city and certified by the **DOST-FNRI** as a staff contracted for the NNS project only.
6. The **SERVICE PROVIDER** shall be responsible for employee rewards and recognition, and other employee engagement activities, as part of the human resource management services, in collaboration with the **DOST-FNRI**. The monetary and non-monetary rewards and recognition to be given by the **SERVICE PROVIDER** will be the same as the **DOST-FNRI**.
7. The **SERVICE PROVIDER** shall be responsible for the correct preparation and computation of salaries and benefits and the applicable deductions of its employees assigned to **DOST-FNRI** and shall provide an accurate and effective Biometrics Daily Time Record (DTR) timekeeping system or Online DTR timekeeping system, whichever is applicable; The **SERVICE PROVIDER** shall provide access to **DOST-FNRI** Human Resource Management Section the Biometrics DTR or Online DTR, whichever is applicable for monitoring and validating processes.
8. The **SERVICE PROVIDER** shall submit its DOLE Registration Certificate and ISO 9001:2015 Certificate.

#### **IX. AMENDMENT AND SEPARABILITY**

1. The **DOST-FNRI** may change the number of positions as well as the positions initially identified under this procurement contract. Provided that the amendments shall not exceed the contract price and that the position titles are based on the DBM Index of Occupational Services, DOST Administrative Order 013-B dated November 2020, DOST approved and Civil Service Commission (CSC) Qualification Standards. These changes shall be communicated in writing with the **SERVICE PROVIDER** and shall take effect upon the agreement of both parties.
2. Whatever savings generated due to the absences, tardiness, undertime, resignation of the personnel, and unfilled positions may be utilized for the hiring of additional positions and payment for other benefits provided that this shall not exceed the total contract price.
3. 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-FNRI** and the **SERVICE PROVIDER**.
4. Any part, provision, or representation relative to this contract that 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.