

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **BID DOCUMENTS**

## **FOR THE PROCUREMENT OF**

**Human Resource Service**

**Provider for CY 2024**

**REFERENCE # 2023-11-22**

Government of the Republic of the Philippines

## 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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





## INVITATION TO BID FOR the Procurement of Human Resource Service Provider for CY 2024 with Reference No. # 2023-11-22

1. The *FOOD AND NUTRITION RESEARCH INSTITUTE*, through the project entitled “Procurement of Human Resource Service Provider for CY 2024” intends to apply the sum of **THIRTY-FOUR MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED TEN PESOS and 25/100 ONLY (₱34,257,510.25)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Personnel	<b>Procurement of Human Resources Provider, CY 2024 (GIA Projects)</b>			<b>92</b>	<b>varies</b>	<b>34,257,510.25</b>
	<b>NFRDD - NFRDS</b>			<b>6</b>		<b>1,663,027.39</b>
End-user:	<b>TRINIDAD II T. ARCANGEL, Supervising SRS, NFRDS</b>					
T2023-20	<b>Development and Pilot Scale Production of Innovative Food Products for Older Male and Female Filipinos</b>					
	Project Technical Assistant III	12	8	2	44,125.03	706,000.48
	Project Technical Aide I	4	8	1	23,682.81	189,462.48
				<b>3</b>		<b>895,462.96</b>
T2023-07	<b>Development of Automated Diet Decoder and Recommender System Software (ADDReSS)</b>					
	Project Technical Specialist I	16	4.5	1	58,778.47	264,503.12
	Project Technical Assistant III	12	4.5	1	44,125.03	198,562.64
				<b>2</b>		<b>463,065.75</b>
	<b>Development of Technology for Iron-Fortified Spiced Vinegar</b>					
	Project Technical Assistant IV	13	6	1	47,176.98	283,061.88
	Hazard Pay, Licensed Chemist/Chem. Tech		6	1	3,572.80	21,436.80
				<b>1</b>		<b>304,498.68</b>
	<b>NFRDD - FQSS</b>			<b>2</b>		<b>275,468.58</b>
End-user:	<b>KRISTINE BIONA-NACIONALES, Supervising SRS, FQSS</b>					

	<b>Dietary Exposure Assessment of Filipinos to Aluminum From Foods Containing Aluminum Lake Colors Using the Theoretical Maximum Daily Intake (TMDI) Approach</b>					
	Project Technical Assistant III	12	3	2	44,125.03	264,750.18
	Hazard Pay, Licensed Chemist/Chem. Tech		3	1	3,572.80	10,718.40
				2		275,468.58
	<b>NFRDD - NBS</b>			35		12,848,297.28
End-user:	<b>MICHAEL E. SERAFICO, Supervising SRS, NBS</b>					
T2023-01	<b>Evaluation of Nutrient Compositions, Potential Health-Promoting Properties and harmful Components in Selected Edible Seaweeds in the Philippines</b>					
	Project Technical Assistant II	11	3	1	40,883.60	122,650.80
	Project Technical Aide II	5	3	1	25,129.20	75,387.60
	Hazard Pay, Licensed Chemist/Chem. Tech		3	1	3,572.80	10,718.40
				2		208,756.80
T2023-12	<b>Infant Gut Microbiota and Linear Growth: A Longitudinal Study of the Eastern Visayas Birth Cohort</b>					
	Project Technical Assistant IV	13	8	5	47,176.98	1,887,079.20
	Project Technical Assistant I	10	8	4	35,103.63	1,123,316.16
	Project Technical Aide IV	7	8	1	28,248.37	225,986.96
	Project Technical Aide II	5	8	1	25,129.20	201,033.60
				11		3,437,415.92
T2023-13	<b>Linking the Metabolome with Genetic Variation, Nutrition, and Gut Microbiome: An Integrative Omics Approach to Understand Child Growth and Development among the Selected Mother-Infant/Child Dyads of the Eastern Visayas Birth Cohort</b>					
	Project Technical Specialist II	17	8	3	63,442.96	1,522,631.04
	Project Technical Specialist I	16	8	2	58,778.47	940,455.52
	Project Technical Assistant VI	15	8	12	54,537.65	5,235,614.40
	Project Technical Assistant I	10	8	1	35,103.63	280,829.04
	Project Technical Aide III	6	8	1	26,649.19	213,193.52
	Hazard Pay, Licensed Chemist/Chem. Tech		8	1	3,572.80	28,582.40
				19		8,221,305.92
T2023-14	<b>Identification of Genetic Variants Associated with Children's Growth and Development IN A Filipino Birth Cohort</b>					
	Project Technical Assistant IV	13	8	2	47,176.98	754,831.68
	Project Technical Aide IV	7	8	1	28,248.37	225,986.96
				3		980,818.64

	<b>NFRDD - LNS</b>			<b>36</b>		<b>16,218,423.85</b>
End-user:	<b>MARILOU L. MADRID, Senior SRS and OIC, LNS</b>					
T2023-18	<b>Managing the Nutritional needs of Older Filipino with due attention to protein Nutrition &amp; Functional Health (MANO PO)</b>					
	Project Technical Assistant III	12	5	5	44,125.03	1,103,125.75
	Project Technical Assistant II	11	5	1	40,883.60	204,418.00
	Project Technical Assistant I	10	5	2	35,103.63	351,036.30
	Project Technical Aide VI	9	5	1	32,026.15	160,130.75
				<b>9</b>		<b>1,818,710.80</b>
	<b>Determination of Effect on Cognition Function of Potential Functional Food for Healthy Aging Among Older Filipinos</b>					
	Project Technical Assistant III	12	10	1	44,125.03	441,250.30
	Project Technical Assistant II	11	10	1	40,883.60	408,836.00
				<b>2</b>		<b>850,086.30</b>
T2023-15	<b>Nutritional Status and Maternal Lifestyle among Pregnant Women in Samar and Biliran and its relation to pregnancy outcomes during the First 1000 days: A Prospective Cohort Study</b>					
	Project Technical Specialist II	17	12	2	63,442.96	1,522,631.04
	Project Technical Specialist I	16	12	2	58,778.47	1,410,683.28
	Project Technical Assistant VI	15	12	11	54,537.65	7,198,969.80
	Project Technical Assistant IV	13	12	1	47,176.98	566,123.76
	Project Technical Assistant III	12	12	1	44,125.03	529,500.36
	Project Technical Assistant II	11	12	2	40,883.60	981,206.40
				<b>19</b>		<b>12,209,114.64</b>
T2023-08	<b>Artificial Intelligence Nutrition Assistant (AINA) Project: Development and Validation of a Deep Learning Food Recognition System for Dietary Assessment among Filipinos</b>					
	Project Technical Specialist V	20	4.5	1	83,330.26	374,986.17
	Project Technical Specialist I	16	4.5	1	58,778.47	264,503.12
	Project Technical Assistant III	12	4.5	2	44,125.03	397,125.27
	Project Technical Assistant II	11	4.5	1	40,883.60	183,976.20
	Project Technical Aide III	6	4.5	1	26,649.19	119,921.36
				<b>6</b>		<b>1,340,512.11</b>
	<b>SLG</b>			<b>2</b>		<b>1,175,121.12</b>
End-user:	<b>DAVE P. BRIONES, Senior SRS and OIC, SLG</b>					

T2023-06	<b>Smarter OneLab for Industry 4.0 through testing and calibration, education, and Discovery (ONELAB FOR TED)- RDIs Components</b>					
	Project Technical Assistant IV	13	12	2	47,176.98	1,132,247.52
	Hazard Pay, Licensed Chemist/Chem. Tech		12	1	3,572.80	42,873.60
				2		1,175,121.12
	<b>MIS</b>			2		522,028.96
End-user:	<b>DIVORAH V. AGUILA, Planning Officer IV, PEU and OIC, MIS</b>					
T2023-09	<b>Data Visualization and Analytics for Innovation in Food and Nutrition- Development of the Hunger and malnutrition Heat Map, Philippines</b>					
	Project Technical Specialist V	20	4	1	83,330.26	333,321.04
	Project Technical Assistant IV	13	4	1	47,176.98	188,707.92
				2		522,028.96
	<b>TDSTSD</b>			4		886,348.45
End-user:	<b>MILFLOR S. GONZALES, Chief SRS, TDSTSD</b>					
T2023-10	<b>Development of Mobile Augmented Reality Food Models based on the Food Exchange Lists (MARFEL) as a Nutrition Education Tool</b>					
	Project Technical Assistant II	11	4.5	2	40,883.60	367,952.40
T2023-10	<b>Unification of e-LEARNING platforms of DOST-FNRI (U LEARN)</b>					
	Project Technical Specialist III	18	5	1	68,575.58	342,877.90
	Project Technical Assistant I	10	5	1	35,103.63	175,518.15
				2		518,396.05
	<b>NAMD</b>			3		394,492.30
End-user:	<b>CHARMAINE A. DUANTE, Chief SRS, NAMD</b>					
T2022-15	<b>A Policy Assessment; Nutrition Act of the Philippines Across Different Levels of Governance</b>					
	Project Technical Specialist II	17	2.5	1	63,442.96	158,607.40
	Project Technical Assistant IV	13	2.5	2	47,176.98	235,884.90
				3		394,492.30
	<b>OD-ODD</b>			2		274,302.32

End-user:	IMELDA ANGELES-AGDEPPA, Ph.D., Director IV and Scientist IV					
T2023-22	Evaluation on the Benefits of Coconut Milk Blended with Different Types of Animal Milk on the Nutritional Status of Children aged 3 to 5 Years Old					
	Project Technical Specialist III	18	2	2	68,575.58	274,302.32
	Please find attached TOR as deemed to form and be read and construed as part of this Purchase Request.					
General Provisions and Responsibilities:						
A. BIDDERS						
1. Must consider the qualifications of the positions per attached Annex “A” titled, “2024 DOST-FNRI Salary Grades and Qualification Standards”;						
2. Must consider the duties of each position per attached Annex “B” titled, “2024 Duties and Responsibilities”; (Link: <a href="https://docs.google.com/spreadsheets/d/1GobTzXDoUdL1eux_jn9HhcjWmDbSYJgj/edit?usp=sharing&amp;oid=106027285601728301966&amp;rtpof=true&amp;sd=true">https://docs.google.com/spreadsheets/d/1GobTzXDoUdL1eux_jn9HhcjWmDbSYJgj/edit?usp=sharing&amp;oid=106027285601728301966&amp;rtpof=true&amp;sd=true</a> )						
3. Shall submit a breakdown of offers for each of the positions mentioned above using the attached template as Annex “C” titled, “Breakdown of Bids for positions of DOST-FNRI”. This document should be included in the Financial Component of the bid;						
4. Shall submit a detailed computation for the salary grades indicated in the attached Annex “D” titled, “Detailed Computation of Monthly Billing per Salary Grade”;						
5. 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;						
7. Must submit proof of payment/Official Receipts for payment of contribution to Social Security System, Philhealth, and Pag-IBIG from May to June 2023;						
8. Must submit their DOLE Registration Certificate;						
9. Must be ISO 9001:2015 Certified by International ISO Certifying body; and						
10. 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 contract price.						


2. The *FOOD AND NUTRITION RESEARCH INSTITUTE* now invites bids for the Procurement of Human Resource Service Provider for CY 2024 <sup>1</sup>. Delivery of the Goods/Services is required for January 02 to December 31, 2024. Bidders should have completed, within *five (5) years* 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) 9184, otherwise known as the "Government Procurement Reform Act".

<sup>1</sup> A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

4. Prospective bidders may obtain further information from *Food and Nutrition Research Institute* and inspect the Bidding Documents at the address given below during 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 04 to 27, 2023** during 9:00 a.m. to 4:00 p.m. from the address below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or electronic means.
6. The *FOOD AND NUTRITION RESEARCH INSTITUTE* will hold a face to face Pre-Bid Conference<sup>2</sup> on **December 13, 2023 – 10:30 a.m.** at FNRI Conference Room, FNRI, DOST Compound, Bicutan, Taguig City, 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 at the address below on or before **December 27, 2023 – 10:30 a.m.** 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 **December 27, 2023 – 10:30 a.m.** at *FNRI Conference Room, FNRI, DOST Compound, Bicutan, Taguig City*. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The *FOOD AND NUTRITION RESEARCH INSTITUTE*, 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

FNRI-BAC Secretariat  
 Food and Nutrition Research Institute  
 DOST Compound, Gen. Santos Ave., Bicutan, Taguig City  
 Telefax No. (02) 88373164  
 Telephone # (02) 88372071 loc. 2298  
 Email address: [virinajester@gmail.com](mailto:virinajester@gmail.com) or [mariacelinerecalde@gmail.com](mailto:mariacelinerecalde@gmail.com)

12. For downloading of Bidding Documents: [www.fnri.dost.gov.ph](http://www.fnri.dost.gov.ph)

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

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<sup>2</sup>May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

### **1. Scope of Bid**

The Procuring Entity, *FOOD AND NUTRITION RESEARCH INSTITUTE*, wishes to receive Bids for the *Procurement of Human Resource Service Provider for CY 2024* with identification number 2023-11-22.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, 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 2023, *Early Procurement Activity (EPA)* in the amount of ***THIRTY-FOUR MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED TEN PESOS and 25/100 ONLY (₱34,257,510.25)***.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations. (2024 GAA)

### **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. a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. 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;
- ii. 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;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

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 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.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address FOOD AND NUTRITION RESEARCH INSTITUTE and/or 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 *five (5) years* 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 e.

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 Section **VII (Technical Specifications)**.

## 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<sup>2</sup> 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 until *120 days from the submission 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 (1) original and one (1) duplicate 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 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 maybe. In this case, the Bid Security as required by **ITB** Clause 15 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 follows:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20.2. 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, *{[Include if Framework Agreement will be used:]}* or in the case of multiyear Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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## 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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. SUPPLY AND DELIVERY OF HUMAN RESOURCE</p> <p>b. completed within 5 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</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 ₱685,150.21., 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 ₱1,712,875.51, if bid security is in Surety Bond.</p>
19.3	<i>Please refer to Invitation to Bid for the details per lot</i>
20.2	<i>Not applicable</i>
21.2	<i>No additional requirements.</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 prior to 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 IV (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**

- 6.1. 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.
- 6.2. 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and,</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></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>
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.” – Not Applicable
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
<b>2023-11-22</b>	<b>Procurement of Human Resource Service Provider for CY 2024</b>	<b>92</b>	<b>34,257,510.25</b>	<b>January to December 2023</b>

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.



Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

Personnel	<b>Procurement of Human Resources Provider, CY 2024 (GIA Projects)</b>			<b>92</b>	<b>varies</b>	<b>34,257,510.25</b>
	<b>NFRDD - NFRDS</b>			<b>6</b>		<b>1,663,027.39</b>
End-user:	<b>TRINIDAD II T. ARCANGEL, Supervising SRS, NFRDS</b>					
T2023-20	<b>Development and Pilot Scale Production of Innovative Food Products for Older Male and Female Filipinos</b>					
	Project Technical Assistant III	12	8	2	44,125.03	706,000.48
	Project Technical Aide I	4	8	1	23,682.81	189,462.48
				<b>3</b>		<b>895,462.96</b>
T2023-07	<b>Development of Automated Diet Decoder and Recommender System Software (ADDReSS)</b>					
	Project Technical Specialist I	16	4.5	1	58,778.47	264,503.12
	Project Technical Assistant III	12	4.5	1	44,125.03	198,562.64
				<b>2</b>		<b>463,065.75</b>
	<b>Development of Technology for Iron-Fortified Spiced Vinegar</b>					
	Project Technical Assistant IV	13	6	1	47,176.98	283,061.88
	Hazard Pay, Licensed Chemist/Chem. Tech		6	1	3,572.80	21,436.80
				<b>1</b>		<b>304,498.68</b>
	<b>NFRDD - FQSS</b>			<b>2</b>		<b>275,468.58</b>

End-user:	KRISTINE BIONA-NACIONALES, Supervising SRS, FQSS					
	<b>Dietary Exposure Assessment of Filipinos to Aluminum From Foods Containing Aluminum Lake Colors Using the Theoretical Maximum Daily Intake (TMDI) Approach</b>					
	Project Technical Assistant III	12	3	2	44,125.03	264,750.18
	Hazard Pay, Licensed Chemist/Chem. Tech		3	1	3,572.80	10,718.40
				2		275,468.58
	<b>NFRDD - NBS</b>			35		12,848,297.28
End-user:	MICHAEL E. SERAFICO, Supervising SRS, NBS					
T2023-01	<b>Evaluation of Nutrient Compositions, Potential Health-Promoting Properties and harmful Components in Selected Edible Seaweeds in the Philippines</b>					
	Project Technical Assistant II	11	3	1	40,883.60	122,650.80
	Project Technical Aide II	5	3	1	25,129.20	75,387.60
	Hazard Pay, Licensed Chemist/Chem. Tech		3	1	3,572.80	10,718.40
				2		208,756.80
T2023-12	<b>Infant Gut Microbiota and Linear Growth: A Longitudinal Study of the Eastern Visayas Birth Cohort</b>					
	Project Technical Assistant IV	13	8	5	47,176.98	1,887,079.20
	Project Technical Assistant I	10	8	4	35,103.63	1,123,316.16
	Project Technical Aide IV	7	8	1	28,248.37	225,986.96
	Project Technical Aide II	5	8	1	25,129.20	201,033.60
				11		3,437,415.92
T2023-13	<b>Linking the Metabolome with Genetic Variation, Nutrition, and Gut Microbiome: An Integrative Omics Approach to Understand Child Growth and Development among the Selected Mother-Infant/Child Dyads of the Eastern Visayas Birth Cohort</b>					
	Project Technical Specialist II	17	8	3	63,442.96	1,522,631.04
	Project Technical Specialist I	16	8	2	58,778.47	940,455.52
	Project Technical Assistant VI	15	8	12	54,537.65	5,235,614.40
	Project Technical Assistant I	10	8	1	35,103.63	280,829.04
	Project Technical Aide III	6	8	1	26,649.19	213,193.52
	Hazard Pay, Licensed Chemist/Chem. Tech		8	1	3,572.80	28,582.40
				19		8,221,305.92
T2023-14	<b>Identification of Genetic Variants Associated with Children's Growth and Development IN A Filipino Birth Cohort</b>					
	Project Technical Assistant IV	13	8	2	47,176.98	754,831.68

	Project Technical Aide IV	7	8	1	28,248.37	225,986.96
				3		980,818.64
	<b>NFRDD - LNS</b>			36		16,218,423.85
End-user:	<b>MARILOU L. MADRID, Senior SRS and OIC, LNS</b>					
T2023-18	<b>Managing the Nutritional needs of Older Filipino with due attention to protein Nutrition &amp; Functional Health (MANO PO)</b>					
	Project Technical Assistant III	12	5	5	44,125.03	1,103,125.75
	Project Technical Assistant II	11	5	1	40,883.60	204,418.00
	Project Technical Assistant I	10	5	2	35,103.63	351,036.30
	Project Technical Aide VI	9	5	1	32,026.15	160,130.75
				9		1,818,710.80
	<b>Determination of Effect on Cognition Function of Potential Functional Food for Healthy Aging Among Older Filipinos</b>					
	Project Technical Assistant III	12	10	1	44,125.03	441,250.30
	Project Technical Assistant II	11	10	1	40,883.60	408,836.00
				2		850,086.30
T2023-15	<b>Nutritional Status and Maternal Lifestyle among Pregnant Women in Samar and Biliran and its relation to pregnancy outcomes during the First 1000 days: A Prospective Cohort Study</b>					
	Project Technical Specialist II	17	12	2	63,442.96	1,522,631.04
	Project Technical Specialist I	16	12	2	58,778.47	1,410,683.28
	Project Technical Assistant VI	15	12	11	54,537.65	7,198,969.80
	Project Technical Assistant IV	13	12	1	47,176.98	566,123.76
	Project Technical Assistant III	12	12	1	44,125.03	529,500.36
	Project Technical Assistant II	11	12	2	40,883.60	981,206.40
				19		12,209,114.64
T2023-08	<b>Artificial Intelligence Nutrition Assistant (AINA) Project: Development and Validation of a Deep Learning Food Recognition System for Dietary Assessment among Filipinos</b>					
	Project Technical Specialist V	20	4.5	1	83,330.26	374,986.17
	Project Technical Specialist I	16	4.5	1	58,778.47	264,503.12
	Project Technical Assistant III	12	4.5	2	44,125.03	397,125.27
	Project Technical Assistant II	11	4.5	1	40,883.60	183,976.20
	Project Technical Aide III	6	4.5	1	26,649.19	119,921.36
				6		1,340,512.11
	<b>SLG</b>			2		1,175,121.12
End-user:	<b>DAVE P. BRIONES, Senior SRS and OIC, SLG</b>					

T2023-06	<b>Smarter OneLab for Industry 4.0 through testing and calibration, education, and Discovery (ONELAB FOR TED)- RDIs Components</b>					
	Project Technical Assistant IV	13	12	2	47,176.98	1,132,247.52
	Hazard Pay, Licensed Chemist/Chem. Tech		12	1	3,572.80	42,873.60
				2		1,175,121.12
	<b>MIS</b>			2		<b>522,028.96</b>
End-user:	<b>DIVORAH V. AGUILA, Planning Officer IV, PEU and OIC, MIS</b>					
T2023-09	<b>Data Visualization and Analytics for Innovation in Food and Nutrition- Development of the Hunger and malnutrition Heat Map, Philippines</b>					
	Project Technical Specialist V	20	4	1	83,330.26	333,321.04
	Project Technical Assistant IV	13	4	1	47,176.98	188,707.92
				2		<b>522,028.96</b>
	<b>TDSTSD</b>			4		<b>886,348.45</b>
End-user:	<b>MILFLOR S. GONZALES, Chief SRS, TDSTSD</b>					
T2023-10	<b>Development of Mobile Augmented Reality Food Models based on the Food Exchange Lists (MARFEL) as a Nutrition Education Tool</b>					
	Project Technical Assistant II	11	4.5	2	40,883.60	<b>367,952.40</b>
T2023-10	<b>Unification of e-LEARNING platforms of DOST-FNRI (U LEARN)</b>					
	Project Technical Specialist III	18	5	1	68,575.58	342,877.90
	Project Technical Assistant I	10	5	1	35,103.63	175,518.15
				2		<b>518,396.05</b>
	<b>NAMD</b>			3		<b>394,492.30</b>
End-user:	<b>CHARMAINE A. DUANTE, Chief SRS, NAMD</b>					
T2022-15	<b>A Policy Assessment; Nutrition Act of the Philippines Across Different Levels of Governance</b>					
	Project Technical Specialist II	17	2.5	1	63,442.96	158,607.40
	Project Technical Assistant IV	13	2.5	2	47,176.98	235,884.90
				3		<b>394,492.30</b>

	OD-ODD			2		274,302.32
End-user:	IMELDA ANGELES-AGDEPPA, Ph.D., Director IV and Scientist IV					
T2023-22	Evaluation on the Benefits of Coconut Milk Blended with Different Types of Animal Milk on the Nutritional Status of Children aged 3 to 5 Years Old					
	Project Technical Specialist III	18	2	2	68,575.58	274,302.32
	Please find attached TOR as deemed to form and be read and construed as part of this Purchase Request.					
<b><u>General Provisions and Responsibilities:</u></b>						
<b>A. BIDDERS</b>						
1. Must consider the qualifications of the positions per attached Annex “A” titled, “2024 DOST-FNRI Salary Grades and Qualification Standards”;						
2. Must consider the duties of each position per attached Annex “B” titled, “2024 Duties and Responsibilities”;						
3. Shall submit a breakdown of offers for each of the positions mentioned above using the attached template as Annex “C” titled, “Breakdown of Bids for positions of DOST-FNRI”. This document should be included in the Financial Component of the bid;						
4. Shall submit a detailed computation for the salary grades indicated in the attached Annex “D” titled, “Detailed Computation of Monthly Billing per Salary Grade”;						
5. 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;						
7. Must submit proof of payment/Official Receipts for payment of contribution to Social Security System, Philhealth, and Pag-IBIG from May to June 2023;						
8. Must submit their DOLE Registration Certificate;						
9. Must be ISO 9001:2015 Certified by International ISO Certifying body; and						
10. 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 contract price.						

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# 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

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after sales/parts, if applicable; **and**
- ☐ (j) 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.

#### 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.

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly-signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly-signed and accomplished Price Schedule(s).







## **TERMS OF REFERENCE**

### **Procurement of Human Resource Service Provider**

#### **I. BASIC INFORMATION**

1. Approved Budget from the Funding Agency: Php 34,257,510.25
2. Project Title: Procurement of Human Resource Provider C.Y. 2024
3. Contract Type: Institutional Contract of Service
4. Number of Personnel: 92
5. Contract Duration: 12 months, January - December 2024
6. Project Location: DOST-FNRI Building, DOST Compound, Gen. Santos Avenue, Bicutan, Taguig City

#### **II. 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.

#### **III. 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.

#### **IV. 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.

3. The **DOST-FNRI** has the right to reassess, choose, and reject applicants provided by the third party 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 have a trained Occupational Health and Safety Officer (Level II-Nurse) employed to provide services to their assigned personnel as well as DOST-FNRI employees.
7. 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)
8. 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.
9. 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**;
10. 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;
11. 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.
12. 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.
13. The **SERVICE PROVIDER** shall provide pay slips to assigned personnel to be delivered to **DOST-FNRI** on time during payday.
14. 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.

15. 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.
16. 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.
17. The **SERVICE PROVIDER** shall be responsible to provide assistance for these claims or benefits (such as SSS, etc.) of the affected personnel.
18. 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**.
19. 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.
20. 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**
21. 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.
22. 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.
23. 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.

24. 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.
25. The **SERVICE PROVIDER** shall process requirements for local travel, per the advice of the **DOST-FNRI**.
26. 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**.
27. The **SERVICE PROVIDER** shall constantly maintain open lines of communication and provide timely and appropriate feedback in the implementation of the contract.
28. 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.

## **V. 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**;

## VI. CONTRACT PERIOD

1. The contract period shall be effective for a period of 12 months **commencing on the first working day of January 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**.

## VII. 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**.

## VIII. 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.

## IX. 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 ENNS 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.

## **X. 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.

Prepared by:

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Approved by:

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Director IV and Scientist IV

2024 DOST-FNRI SALARY GRADES AND QUALIFICATION STANDARDS

Item No.	Position Titles (for Administrative Personnel)	Position Titles (for Technical Personnel)	FNRI Position Titles (for Administrative Personnel)	FNRI Position Titles (for Technical Personnel)	SG	Qualification Standards		
						Education	Experience	Training
	Office-based							
1	Project Administrative Aide I	Project Technical Aide I	Clerk II/ Driver II/ Administrative Aide IV	Science Aide / Laboratory Aide II	4	Completion of 2-year studies in college (or at least High School Graduate for Drivers)	None required (for Drivers, at least 6 months experience)	None required
2	Project Administrative Aide II	Project Technical Aide II		Laboratory Aide III	5	Completion of 2-yr studies in college (or at least High School Graduate for Drivers)	None required (for Drivers, at least 1 year experience)	None required
3	Project Administrative Aide III	Project Technical Aide III	Clerk III / Administrative Aide VI	Laboratory Technician I	6	Completion of 2-yr studies in college or High School Graduate with relevant vocational / trade course	None required	None required
4	Project Administrative Aide IV	Project Technical Aide IV	Computer Operator I / Administrative Assistant I		7	Completion of 2-yr studies in college or High School Graduate with relevant vocational / trade course	None required	None required



Item No.	Position Titles (for Administrative Personnel)	Position Titles (for Technical Personnel)	FNRI Position Titles (for Administrative Personnel)	FNRI Position Titles (for Technical Personnel)	SG	Qualification Standards		
						Education	Experience	Training
5	<i>Project Administrative Aide V</i>	<i>Project Technical Aide V</i>	<i>Clerk IV/ Driver III</i>	<i>Laboratory Technician II / Project Assistant I</i>	8	Completion of 2-yr studies in college or High School Graduate with relevant vocational / trade course	1 yr of relevant experience	4 hrs of relevant training
6	<i>Project Administrative Aide VI</i>	<i>Project Technical Aide VI</i>	<i>Computer Operator II/ Administrative Assistant III</i>	<i>Science Research Assistant</i>	9	Completion of 2-yr studies in college or High School Graduate with relevant vocational / trade course	1 yr of relevant experience	4 hrs of relevant training
7	<i>Project Administrative Assistant I</i>	<i>Project Technical Assistant I</i>		<i>Project Assistant II</i>	10	Bachelor's degree	None required	None required
8	<i>Project Administrative Assistant II</i>	<i>Project Technical Assistant II</i>	<i>Administrative Officer II/ Public Relation Officer I</i>	<i>Science Research Analyst/ Computer Programmer I / Statistician I/ Medical Technologist I</i>	11	Bachelor's degree	None required	None required
9	<i>Project Administrative Assistant III</i>	<i>Project Technical Assistant III</i>	<i>Computer Operator III/ Administrative Assistant VI</i>	<i>Project Assistant III</i>	12	Bachelor's degree	None required	None required
10	<i>Project Administrative Assistant IV</i>	<i>Project Technical Assistant IV</i>		<i>Science Research Specialist I</i>	13	Bachelor's degree	None required	None required
11	<i>Project Administrative Assistant V</i>	<i>Project Technical Assistant V</i>	<i>Computer Operator IV/ Senior Administrative Assistant II</i>	<i>Project Assistant IV/ Information Systems Researcher II</i>	14	Bachelor's degree	1 yr of relevant experience	4 hrs of relevant training

Item No.	Position Titles (for Administrative Personnel)	Position Titles (for Technical Personnel)	FNRI Position Titles (for Administrative Personnel)	FNRI Position Titles (for Technical Personnel)	SG	Qualification Standards		
						Education	Experience	Training
12	<i>Project Administrative Assistant VI</i>	<i>Project Technical Assistant VI</i>	<i>Nurse I</i>		15	Bachelor's degree	1 yr of relevant experience	4 hrs of relevant training
13	<i>Project Administrative Officer III</i>	<i>Project Technical Specialist III</i>		<i>Computer Programmer III / Statistics Epidemiology I</i>	18	Bachelor's degree	2 years of relevant experience	8 hrs of relevant training
14	<i>Project Administrative Officer V</i>	<i>Project Technical Specialist V</i>		<i>Executive Assistant III</i>	20	Bachelor's degree	3 years of relevant experience	16 hrs of relevant training
	<b>Field-based</b>							
15	<i>Project Administrative Officer I</i>	<i>Project Technical Specialist I</i>		<i>Research Specialist</i>	16	Bachelor's degree	1 yr of relevant experience	4 hrs of relevant training
16	<i>Project Administrative Assistant II</i>	<i>Project Technical Assistant II</i>		<i>Survey Assistant II</i>	11	At least High School Graduate	None required	None required
17	<i>Project Administrative Assistant IV</i>	<i>Project Technical Assistant IV</i>		<i>Survey Assistant IV</i>	13	Completion of 2-year studies in college or High School Graduate with vocational/ trade course	None required	None required
18	<i>Project Administrative Officer I</i>	<i>Project Technical Specialist I</i>		<i>Biochemical Researcher</i>	16	BS Medical Technology and RA 1080	RA 5527	RA 5527
19	<i>Project Administrative Officer II</i>	<i>Project Technical Specialist II</i>		<i>Team Leader</i>	17	Bachelor's Degree and Registered Nutritionist-Dietitian	Must have joined at least 1 (one) nationwide surveys of DOST-FNRI	Has undergone 25 days of training conducted by DOST-FNRI

Item No.	Position Titles (for Administrative Personnel)	Position Titles (for Technical Personnel)	FNRI Position Titles (for Administrative Personnel)	FNRI Position Titles (for Technical Personnel)	SG	Qualification Standards		
						Education	Experience	Training
20	<i>Project Administrative Officer II</i>	<i>Project Technical Specialist II</i>		<i>Biochemical Research Supervisor</i>	17	BS Medical Technology and RA 1080	At least 1 (one) year relevant experience	Have 4 (four) hours training and preferably with IATA Certification
21	<i>Project Administrative Officer III</i>	<i>Project Technical Specialist III</i>		<i>Assistant Team Coordinator</i>	18	Bachelor's degree and Registered Nutritionist-Dietitian	Must have joined at least 5 (five) nationwide surveys of DOST-FNRI	Has undergone 25 days of training conducted by DOST-FNRI

**ANNEX C & D - Breakdown of Bids for Positions of DOST-FNRI & CY2024 Detailed Computation of Monthly Billing per Salary Grade**

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