



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2019- 7/

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Outsourcing of Multi-Skilled Workers," with an Approved Budget for the Contract of P12,000,000.00 for two (2) years, through the authorized appropriations under the FY 2020 National Expenditure Program and Multi-year Contractual Authority-BMB-C-190000038;

WHEREAS, on October 22, 2019, an Invitation to Bid was advertised in the Philippine Star, and posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

WHEREAS, no prospective bidder responded to the said Invitation and attended the Pre-bid Conference on October 29, 2019;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on November 5, 2019 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on November 12, 2019, only one (1) bidder, DBP Service Corporation, submitted a bid, however, in view of the absence of a quorum for the said Project on November 12, 2019, a Notice of Postponement for the Opening of Bids was issued, moving the date of the opening of bids to November 15, 2019, in accordance with Section 29 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, after preliminary examination of the bid, the BAC, using non-discretionary "pass/fail" criteria, determined the submission of DBP Service Corporation as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposal, the BAC declared the submission of DBP Service Corporation as the Single Calculated Bid in the amount of P10,880,888.72;

WHEREAS, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of DBP Service Corporation passed all the criteria for post-qualification; thus, it was declared as the Single Calculated and Responsive Bid in the amount of P10,880,888.72.

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Outsourcing of Multi-Skilled Workers," be

awarded to DBP Service Corporation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

ADOPTED, this 26th day of November 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


THEA MARIE CORINNE F. PALARCA
End-user Representative


VIRGILIO A. UMPACAN, JR.
B.U.D.G.E.T. Representative


EDEN D. PANGILINAN
Member

not present
ROWEL D. ESCALANTE
Member


ROSEMARIE D. PAGALA
Alternate Member


ANDREA CELENE M. MAGTALAS
Vice Chairperson


ACHILLES GERARD C. BRAVO
Chairperson

☒ Approved
☐ Disapproved


WENDEL E. AVISADO
Secretary, DBM

Date: _____





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOV 29 2019

NOTICE OF AWARD

MR. GERRY A.C. ARELLANO

Vice President

DBP Service Corporation

2F, Executive Bldg. Center

Sen. Gil Puyat Avenue corner Makati Avenue

Makati City

Dear **Mr. Arellano:**

We are pleased to inform you that the contract for the Project, "Outsourcing of Multi-Skilled Workers," is hereby awarded to DBP Service Corporation in the amount of P10,880,888.72.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOV 29 2019 *pd*

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WENDEL E. AVISADO
Secretary



Wilson Timmera
1/8/2020

* The Project underwent Early Procurement Activities, and BAC Resolution No. 2019-71, adopted by the BAC on November 26, 2019, recommending award of the Contract for the Project, was approved by the Head of the Procuring Entity on November 29, 2019, the date reflected above. However, in accordance with item 7.1 of GPPB Circular No. 06-2019, this Notice of Award is deemed issued on January 8, 2020, the date it was released to the Supplier. *sd*



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MR. RODOLFO C. MANALIGOD

President

DBP Service Corporation

2F, Executive Bldg. Center

Sen. Gil Puyat Avenue corner Makati Avenue


Makati City

Dear **Mr. Manaligod**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Outsourcing of Multi-Skilled Workers," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

Very truly yours,

for 
WENDEL E. AVISADO
Secretary

FEB 04 2020

I acknowledge receipt and acceptance of this Notice on: FEB 4, 2020

Name of Consultant and/or Representative: WILSON FAITH O. TIMONERA

Authorized Signature: Wilson Timonera

CONTRACT No. 2020-01
OUTSOURCING OF MULTI-SKILLED WORKERS

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

DBP SERVICE CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2F, Executive Bldg. Center, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented by its President, **RODOLFO C. MANALIGOD**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Outsourcing of Multi-Skilled Workers," and the bid of the Supplier is in the amount of Ten Million Eight Hundred Eighty Thousand Eight Hundred Eighty Eight Pesos and 72/100 (P10,880,888.72), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last January 8, 2020, and the Supplier posted its performance security in the form of a Manager's Check on January 17, 2020, in the amount of P544,044.44;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Outsourcing of Multi-Skilled Workers, and to remedy defects therein in conformity with the provisions of the Contract.

4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Outsourcing of Multi-Skilled Workers, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2020 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT

by:

for 
WENDEL E. AVISADO
Secretary

FEB 04 2020

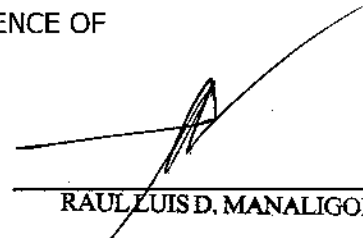
DBP SERVICE CORPORATION

by:

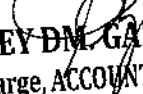

RODOLFO C. MANALIGOD
President

SIGNED IN THE PRESENCE OF


THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service


RAUL LUIS D. MANALIGOD

CERTIFIED FUNDS AVAILABLE


JEFFREY DM. GALARPE
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 02/01/01/2020-01-60

ORS Date: 01/22/2020

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of **MANILA**, Philippines on this **FEB 04 2020** day of _____, 2020 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
RODOLFO C. MANALIGOD	SSS 03-8857473-7	

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Outsourcing of Multi-Skilled Workers was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this **FEB 04 2020** day of _____, 2020.

Doc. No. 101;
Page No. 21;
Book No. XLV;
Series of 2020.

ATTY. GARY CAMITAN AURE

NOTARY PUBLIC, ROLL NO. 60777

PTR No. 9132171 Issued on Jan. 3, 2020 Until Dec. 31, 2020 Manila

IGP Lifetime No. 614589 issued on Feb. 2, 2016

Commission No. 2020-021 Issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila

MCLE No. VI-0008796 Issued on Feb. 20, 2019 at Pasig City Valid Until April 14, 2022

Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila



DBP SERVICE CORPORATION



November 11, 2019
ITB NO. DBM-2020-10

BID FORM

TO: DEPARTMENT OF BUDGET AND MANAGEMENT
GEN. SOLANO STREET, MANILA

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [1] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "Outsourcing of Multi-Skilled Workers" in conformity with the said Bidding Documents for the sum of Five Million Four Hundred Forty Thousand Four Hundred Forty Four Pesos and Thirty Six Centavos for One (1) Year (P5,440,444.36)

Particulars	Quantity	Monthly Rate	Total Cost Per Month	Annual Rate
Carpenters	2	21,932.58	43,865.16	526,381.92
Welders	2	21,932.58	43,865.16	526,381.92
Plumbers	2	21,932.58	43,865.16	526,381.92
Electricians	2	21,932.58	43,865.16	526,381.92
Aircon Technician	2	21,932.58	43,865.16	526,381.92
Facilities Maintenance Engineer	1	52,458.82	52,458.82	629,505.84
B. Total Compensation				3,261,415.44
C. Administrative and Operating Overhead and Margin, including Cost Cleaning Equipemnt/Tools (not less than 10% of the total cost pursuant to DOLE D.O. 174-17)				978,424.63
C. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Equipment/Tools (B+C)				4,239,840.07
E. VAT (12% of C)				508,780.81
F. Total Cost inclusive of VAT (D+E)				4,748,620.88
G. Contingency to Cover Cost of Additonal Skilled Workers that may be required and Cost of Overtime Services			38,434.64	691,823.48
GRAND TOTAL				5,440,444.36

2nd Floor Executive Building Centre,
Sen. Gil Puyat Ave. corner
Makati Avenue,
Makati City
Philippines 1200

Tel Nos : (63) (02) 895-1393 • (63) (02) 895-6048
(63) (02) 895-1485 • (63) (02) 895-1495
Fax Nos : (63) (02) 897-8950 • (63) (02) 895-4750
E-mail : marketing@dbpsc.com.ph
Website : www.dbpsc.com.ph

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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


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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the **DBP SERVICE CORPORATION**, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Outsourcing of Multi-Skilled Workers** of the **Department of Budget and Management**.

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

Dated this 11th of November 2019.


GERRY A.C. ARELLANO
[Signature]

VICE PRESIDENT
[In the capacity of]


Duly authorized to sign Bid for and on behalf of **DBP SERVICE CORPORATION**.

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DEPARTMENT OF BUDGET AND MANAGEMENT
 GEN. SOLANO STREET, MANILA
 COST BREAKDOWN

EMPLOYEE RATE PER DAY ("W")	
COLA PER DAY ("C")	
AMOUNT PAYABLE TO THE EMPLOYEE	
Basic Pay	
Cost of Living Allowance (COLA)	
Incentive Leave Benefits	
13th Month Pay	
SUB-TOTAL	
AMOUNT PAYABLE TO THE GOVERNMENT	
Pag-IBIG Contribution (2% or max 100.00)	
SSS Contribution (per Circular 2019-005)	
PHIC Premium (per Circular No. 17-0024)	
ECC	
SUB-TOTAL	
TOTAL PAID TO CONTRACTUAL & GOVT.	
Administrative and Operating Overhead and Margin, including Cost Cleaning Equipment/Tools (not less than 10% of the total cost pursuant to DOLE D.O. 174-17)	
TOTAL	
ADD: Value-Added-Tax (12%)	
TOTAL BILL PER MONTH	
NO. OF PERSONNEL	
TOTAL PER MONTH	

TOTAL CONTRACT PRICE FOR TWELVE (12) MONTHS
 G. Contingency to Cover Cost of Additional Skilled Workers that may be required and Cost of Overtime Services
 TOTAL CONTRACT PRICE FOR TWELVE (12) MONTHS
 TOTAL CONTRACT PRICE FOR TWENTY-FOUR (24) MONTHS


 GERARDO A. ARELLANO
 Vice President
 DBP SERVICE CORPORATION

Carpenters	Welders	Plumbers	Electrician	Aircon Technician	Facilities Maintenance Engineer
6 days a week	6 days a week	6 days a week	6 days a week	6 days a week	6 days a week
700.00	700.00	700.00	700.00	700.00	1,750.00
18,258.33	18,258.33	18,258.33	18,258.33	18,258.33	45,645.83
291.67	291.67	291.67	291.67	291.67	729.17
1,521.53	1,521.53	1,521.53	1,521.53	1,521.53	3,803.82
20,071.53	20,071.53	20,071.53	20,071.53	20,071.53	50,178.82
100.00	100.00	100.00	100.00	100.00	100.00
1,480.00	1,480.00	1,480.00	1,480.00	1,480.00	1,600.00
251.05	251.05	251.05	251.05	251.05	550.00
30.00	30.00	30.00	30.00	30.00	30.00
1,861.05	1,861.05	1,861.05	1,861.05	1,861.05	2,280.00
21,932.58	21,932.58	21,932.58	21,932.58	21,932.58	52,458.82
6,579.77	6,579.77	6,579.77	6,579.77	6,579.77	15,737.65
28,512.35	28,512.35	28,512.35	28,512.35	28,512.35	68,196.47
3,421.48	3,421.48	3,421.48	3,421.48	3,421.48	8,183.58
31,933.83	31,933.83	31,933.83	31,933.83	31,933.83	75,380.05
2	2	2	2	2	1
63,867.66	63,867.66	63,867.66	63,867.66	63,867.66	76,380.05

395,718.35
 4,748,620.20

691,823.48
 5,440,444.36
 10,880,888.72

Section VI. Schedule of Requirements

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

Item	Description	Delivery Date**												
1.	Deployment of ten (10) multi-skilled workers to perform general, proactive maintenance and related services as and when required, such as, but not limited to: carpentry, painting, varnishing, plumbing works, electrical/electronic, audio-visual (AV), air conditioning works, etc.	Within ten (10) working days from receipt of Notice to Proceed												
	<table><tr><th>Skilled worker</th><th>Minimum Qualification</th><th>Deployment Schedule</th></tr><tr><td>Two (2) Carpenters</td><td>With at least three (3) years of relevant experience in the field of expertise</td><td rowspan="4">8:00 A.M. to 5:00 P.M. Monday to Saturday</td></tr><tr><td>Two (2) Welders</td><td>With at least three (3) years of relevant experience in the field of expertise With TESDA Shielded Metal Arc Welding (SMAW) National Certificate II (NCII)</td></tr><tr><td>Two (2) Plumbers</td><td>With at least three (3) years of relevant experience in the field of expertise With TESDA Plumbing National Certificate II (NCII)</td></tr><tr><td>Two (2) Electricians</td><td>With at least three (3) years of relevant experience in the field of</td></tr></table>	Skilled worker	Minimum Qualification	Deployment Schedule	Two (2) Carpenters	With at least three (3) years of relevant experience in the field of expertise	8:00 A.M. to 5:00 P.M. Monday to Saturday	Two (2) Welders	With at least three (3) years of relevant experience in the field of expertise With TESDA Shielded Metal Arc Welding (SMAW) National Certificate II (NCII)	Two (2) Plumbers	With at least three (3) years of relevant experience in the field of expertise With TESDA Plumbing National Certificate II (NCII)	Two (2) Electricians	With at least three (3) years of relevant experience in the field of	
Skilled worker	Minimum Qualification	Deployment Schedule												
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Two (2) Plumbers	With at least three (3) years of relevant experience in the field of expertise With TESDA Plumbing National Certificate II (NCII)													
Two (2) Electricians	With at least three (3) years of relevant experience in the field of													

		expertise With TESDA Electrical Installation and Maintenance National Certificate II (NCII)		
	Two (2) Aircon Technicians	With at least three (3) years of relevant experience in the field of expertise With TESDA Refrigeration and Air Conditioning Servicing (RAC) National Certificate II (NCII)		
2.	<p>Deployment of one (1) Facilities Maintenance Engineer (FME) to supervise the outsourced maintenance team and perform other related services as and when required</p> <p>Minimum qualification of the FME:</p> <p>A. Must be any of the following:</p> <ul style="list-style-type: none"> - Registered Civil Engineer - Registered or Professional Mechanical Engineer - Registered or Professional Electrical Engineer <p>B. With at least five (5) years supervisory experience in General Facilities Maintenance, including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Civil works 2. Building Electrical 3. Heating, Ventilation and Air Conditioning (HVAC) 4. Elevators 5. Building Plumbing System 6. GENSET operation 7. Telecommunications Network Cabling <p>C. Must have Basic Occupational Safety and Health (BOSH) Training certificate by Department of Labor and Employment (DOLE)</p>			Within seven (7) calendar days from receipt of Notice to Proceed (NTP)

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3. List of tools, equipment and instruments, shall be maintained at the premises of the DBM Central Office during the contract period:

Tools	
Description	Quantity
Pliers	2 sets
Wire Cutters	2 sets
Screw Drivers	2 sets
Crimping Tools	2 sets
Hole Saw	2 sets
Socket Wrenches	2 sets
Back Wrench	2 sets
Pipe Wrench	2 sets
Cutter Plier	2 sets
Holster	2 sets
Ball peen hammer, 16oz (variety)	2 sets
Rubber mallet, 55mm, 16oz	2 sets
Socket wrench, 6mm-32mm	2 sets
Box wrench, 6mm-32mm, 12 pcs.	2 sets
Open-end wrench, 6mm-32mm, 12 pcs	2 sets
Adjustable wrench (6",8",10",12")	2 sets
Pipe wrench (12",14",24")	2 sets
Allen wrench (Heavy duty)	2 sets
Bench vise	2 sets
Grease gun	2 sets
Riveter	2 sets
Flaring tools, 3/16" to 5/8"	2 sets
Measuring tools (Meter rule, Caliper, Vernier)	2 sets
Locking plier, straight jaw, 10"	2 sets
Locking plier, wide jaw	2 sets
Tin sheet cutter	2 sets

Trouble light	2 sets
Push cart, Heavy duty	2 sets
Ladders (4ft., 6ft. And 8ft.)	2 sets
Cutting outfit (Acetylene)	1 unit
Ladder/ A-frame	2 units
R410A Pressure gauge	1 unit
First aid kit	1 unit
Welding gloves	2 units
Safety goggles	11 units
Safety hat	11 units
Full body harness	4 units
R22 Pressure gauge	1 unit
Thermo laser gun	1 unit
Adjustable wrench	2 units
Hacksaw handle	1 unit
Equipment	
500 amp welding machine including wires/cables	1 unit
Welding handle	1 unit
Welding mask	1 unit
Electric grinder 5"	2 units
Electric drill w/ hammer	2 units
Electric planer	1 unit
Electric router w/ BITS	1 unit
Air compressor	1 unit
Paint sprayer	1 unit
Pressure hose for paint	1 unit
Hand held circular saw	1 unit
Pressurized water washer	1 unit
Soldering gun	1 unit
Oxygen tank	1 unit
Acetylene tank	1 unit

Instruments	
Megger Tester, Sanwa Din 1008s 1000V	1 pc
Clamp Meter 600 ACV DCM 60L	1 pc
Multi Tester cd770 Sanwa	1 pc
Pressure Washer (complete)	1 set
Adaptor for Nitrogen Tank	1 set
Nitrogen Tank	1 pc
Blower	1 pc
Vacuum cleaner, 20 ltrs cap.	1 unit
Gauge Manifold	1 set
Vacuum Pump	1 pcs

I hereby certify to comply and deliver all the above requirements.

**DBP SERVICE
CORPORATION**
Name of Company/Bidder

GERRY A.C. ARELLANO
Signature over Printed Name of Representative

11/11/19
Date

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item Number	Specifications	Bidder's Statement of Compliance
1.	<p>SCOPE OF SERVICES</p> <p>A. OPERATION</p> <ul style="list-style-type: none"> - Daily startup of utilities systems as required - Daily data logging of utilities systems parameters such as water pressure and temperature, water and oil levels, ampere and volts of equipment as required - Make necessary machine adjustments to maintain required parameters - Perform regular inspection of service and utilities system to detect/ predict problems using a standard checklist - Perform troubleshooting in case of system malfunction and handle repair of different component in case of breakdown - Maintain equipment, work areas, machine rooms, electrical rooms and premises for cleanliness and safety compliance - Prepare Technical Reports and submit to the AS-GSD Division Chief, any inoperative facility stating the problem, possible causes and recommended course of action - Recommend major preventive maintenance and corresponding cost estimates - Daily monitoring of Generator set fuel, lube, water and other parameters - Start up (No Load Test) as per advice to ensure the proper operation during commercial power outage - Operate Generator set during power outage or when it is needed - Recommend energy savings systems to benefit client - Preparation of item specification and conduct of market research price quotations of equipment parts, chemicals and supplies if required - Daily monitoring of Job Requests from Bureau/Service/Office (B/S/O). Management of 	<p>1. "COMPLY"</p> <p>A. "COMPLY"</p>

	<p>complaints and requests if within responsibility, otherwise, refer to the AS-GSD Division Chief</p> <ul style="list-style-type: none"> - Documentation and filing of all Maintenance records, monitoring log sheets, Job Request forms from B/S/O, Service Reports, Programs, Engineering Drawings, Memos, Calibration Reports, SOPs, permits and other pertinent documents that are relevant to operation and maintenance - Prepare Work Permit with complete information needed and other documents <p>B. MAINTENANCE</p> <ul style="list-style-type: none"> - Check-up, installation and repair of electrical systems and equipment (e.g., defective bulbs, tube lights, parameter lights, switches, sockets, plug points, short circuiting, rewiring, cleaning of panel junctions, tightening of all connections, checking/cleaning/greasing of all contacts and similar activities) - Perform minor repairs (replacement, installation, cleaning, adjustment, alignment, and troubleshooting of minor part of equipment like bearing, belt, filter/drier, etc./ machine parts of service and utilities systems) - Inspection and repair of roof drains and downspouts, roof, metal flashing and edge of roof, etc. Ensure that all roofing systems are properly secured and not leaking. - Check-up rust and/or damage and conduct necessary maintenance work - Cleaning of manholes using pressure pump if necessary, downspouts, rainwater drainages and rooftop rainwater drainages. Take out debris and clean manholes, connection pipes and water drainages to clear all blockages - Installation and repair of flush, shower and kitchen fixtures and repair of leakages and de-clogging of pipelines and surface drains, etc. - Cleaning of water tanks and cistern tanks - Perform carpentry/ steel fabrication such as repair, painting and fabrication of wooden office furniture, door sets, sealing doors, tiling work, concrete work and cement plaster - Painting and restoration of DBM facilities (gate, doors, perimeter fence, etc.) - Repair, replacement of parts, and maintenance of all DBM air-con units - Check and clean terminal of all the contactors of motors, controls, etc. 	<p>B. "COMPLY"</p>
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	<ul style="list-style-type: none"> - Tighten electrical connection if necessary - Check and add refrigerant if necessary on split type ACU's - Conduct Preventive Maintenance of split/window type ACU's - Perform Minor Corrective Maintenance found from Inspection and Condition Monitoring and Predictive Maintenance test results - Perform lubrication maintenance activities all utility machines and equipment per schedule. - Ensure to implement the work according to the standard procedure - Undertake planned routine maintenance under the close supervision of AS-GSD - Inform the AS-GSD any and all known threats to the facilities - Perform other tasks considered minor and urgent/emergency per assessment by AS-GSD - Undertake similar tasks that may be assigned by the AS-GSD related to building maintenance, repair and improvement. <p>C. AUDIO VISUAL REQUIREMENTS Provide assistance to meetings, events (DBM Anniversary, Year-end Gathering, etc.) such as but not limited to audio-visual operation and auxiliary services.</p> <p>D. FACILITIES COVERED</p> <table border="1"> <thead> <tr> <th>DBM Facilities</th><th>Area</th></tr> </thead> <tbody> <tr> <td>Building I (2 storey)</td><td>2,500 sq.m.</td></tr> <tr> <td>Building II (4 storey, including roofdeck)</td><td>13,464 sq.m.</td></tr> <tr> <td>Building III (2 storey)</td><td>2,692 sq.m.</td></tr> <tr> <td>Multi-purpose Building</td><td>960 sq.m.</td></tr> <tr> <td>Arcache Building</td><td>4,000 sq.m.</td></tr> <tr> <td>DBM Secretary's Cottage Baguio City</td><td>700 sq.m.</td></tr> </tbody> </table>	DBM Facilities	Area	Building I (2 storey)	2,500 sq.m.	Building II (4 storey, including roofdeck)	13,464 sq.m.	Building III (2 storey)	2,692 sq.m.	Multi-purpose Building	960 sq.m.	Arcache Building	4,000 sq.m.	DBM Secretary's Cottage Baguio City	700 sq.m.	<p>C. "COMPLY"</p> <p>D. "COMPLY"</p>
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2.	<p>LIMITATION RESPONSIBILITY The Contractor will not cover maintenance of the following facilities:</p> <ul style="list-style-type: none"> - Fire Detection and Alarm System - Sprinkler System - Passenger Elevators - Closed Circuit Television 	2. "COMPLY"														

	<ul style="list-style-type: none"> - Pest and Termite Control - Motor Vehicles - Photocopying Machines and Scanners - Water Dispensers - Under Warranty Equipment/facilities - Data Center and Network Operating Server/equipment - Precision Air Conditioning Unit 	
3.	SERVICE LEVEL AGREEMENT AND SERVICE STANDARDS <i>(see attached Annex A)</i>	3. "COMPLY"

I hereby certify to comply with all the above Technical Specifications.

DBP SERVICE CORPORATION
 Name of Company/Bidder

GERRY A. ARELLANO
 Signature over Printed Name of Representative

11/11/19
 Date

SERVICE LEVEL AGREEMENT

I. General Conditions

1. The Contractor agrees that the DBM CO, through the AS-GSD, reserves the right to validate compliance of any personnel recommended by the Contractor in accordance with the specified requirements.
2. The deployed personnel shall work eight (8) hours a day (8:00 a.m.-5:00 p.m.), six (6) days a week or from Mondays through Saturdays. However, the personnel may be requested to assist outside the regular working hours or during weekends or holidays.
3. The DBM has the option to effect changes in the deployment of individual personnel anytime during the contract period through a written notice to the Contractor.
4. The DBM may increase or decrease the number of personnel depending upon the exigency of the service, in which case there shall be an equivalent amount of increase or decrease in the billing but not to exceed the contract cost.
5. The Contractor shall always provide relievers and/or replacements of equal or better qualifications in the absence of assigned personnel to ensure continuous and uninterrupted services.
6. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall provide monthly pay slip to its personnel containing necessary information in it.
7. The Contractor shall comply with the laws governing employees compensation (Pag-IBIG, Philhealth, SSS, Labor Standards, and other pertinent laws, rules, and regulations).
8. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by the SSS, Philhealth, and Pag-IBIG, as proof of remittances for premiums of the personnel assigned to DBM.
9. In performance of its services, the Contractor shall secure and maintain (on its own expense) all registration, licenses and/or permits required by the law and shall comply with all pertinent rules and regulations. The Contractor's personnel shall always take all necessary precautions in performing service to ensure safety of people and properties. The Contractor must always comply with all the standard and established safety rules, regulations and practices to avoid any untoward incident.
10. The Contractor shall provide appropriate uniform with Identification Card (ID) to its personnel. The personnel must always wear their IDs inside the DBM

premises for proper identification and for security purposes. The personnel must observe proper hygiene and appear neat and clean at all times.

11. The Contractor must always ensure to have a safe and healthy working environment to avoid workplace injury and illness. The Contractor shall provide protective gears (hard hats, safety goggles, gloves, etc.) to its personnel, if deemed necessary in the nature of their service.
12. The Contractor will be held liable for any work related accident or illness occurred during contract implementation.
13. The Contractor shall provide all tools and equipment necessary for Building Facilities Maintenance as indicated under Item B of Schedule of Requirements. However, materials, parts and consumables will be provided by the DBM.
14. All DBM tools and equipment, including audio-visual equipment, will be accounted to the Contractor upon commencement of the contract, and shall be properly and completely turned over to the DBM AS Property Custodian at the end of the contract. The Contractor shall be held liable for any damage of DBM property due to its own personnel's negligence or recklessness. The Contractor shall immediately replace the damaged item with the exact specifications to avoid disruption of work process.
15. In case of emergency, such as water interruptions, power failures, etc., the contractor shall monitor the incident and immediately report the situation to the AS-GSD.
16. The Contractor, through its Facilities Maintenance Engineer, shall submit a standard checklist form, approved by the AS-GSD, and monitoring documents of all maintenance works done on a monthly basis.
17. The Contractor shall maintain a complete list of reports and checklist to document the history of each maintenance work.

II. Service Standards

Deployed maintenance personnel shall observe the following:

1. Be professional, courteous, and sensitive to the DBM personnel's needs;
2. Liaise with the administrative officers concerned, where practicable, before starting work, and avoid undertaking non-emergency tasks that will disrupt office work;
3. Cooperate with the AS-GSD and the Security Personnel to maintain security of premises and property while undertaking maintenance;
4. Comply with the Building Contractor's/Manufacturer's warranties and maintenance recommendations;

5. Participate in the facility safety program, and assist in the development and improvement of safety practices; and
6. Maintain good housekeeping at all times. Personnel must keep the machines, tools and workplace clean and orderly.

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII, Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause		
1.1(g)	The Procuring Entity is	the Department of Budget and Management (DBM).
1.1(i)	The Supplier is	
1.1(j)	The Funding Source is:	<p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 National Expenditure Program and Multi-year Contractual Authority No. MYCA-BMB-C-19-0000038 in the amount of Twelve Million Pesos (P12,000,000.00).</p>
1.1(k)	The Project Site is:	<p>Department of Budget and Management General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.	
5.1	The Procuring Entity's address for Notices is:	<p>Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)8657-3300 loc. 3117</p> <p>Contact Person: David B. Mateo OIC-Chief Administrative Service-General Services Division (AS-GSD)</p>
6.2	The DBM has the right to effect changes in the assignment/ deployment of the multi-skilled workers at any time during the contract period through a written notice to the Contractor.	<p>Likewise, the DBM may increase or decrease the number of multi-skilled workers as may be necessary, and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.</p> <p>The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.</p>
9.0	All bid prices are considered fixed prices, and are not subject to price escalation during the whole contract period, except for the following:	

	<p>(i) increase in the minimum daily wage pursuant to a law or wage order issued after bid opening; and</p> <p>(ii) increase in taxes, if any.</p>
10.3	<p>Payments shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:</p> <ol style="list-style-type: none"> 1. Daily Time Records of the multi-skilled workers, signed by the AS Director or his/her duly authorized representative; 2. Proof of previous months' remittances to SSS, PhilHealth and Pag-IBIG, together with the transmittal sheet stamped received by the agencies concerned and other documents as may be required; and 3. Invoice of Billing or Statement of Account for the period covered. <p>Thereafter, payments shall be made upon certification by the AS Director that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	<p>The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:</p> <ol style="list-style-type: none"> (a) quality of work delivered; (b) time management; (c) management and suitability of personnel; (d) contract administration and management; (e) provision of regular progress report; (f) attentiveness to details; and (g) compliance with DBM instructions and policies. <p>The AS shall conduct a quarterly review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DBM during the Contract period.</p>

	Based on its assessment, the DBM-AS may pre-terminate the contract for failure of the service provider/contractor to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated December 22, 2004.
16.1	No further instructions.
21.1	The Supplier shall be responsible and liable for cost of repair due to damages caused by its own staff while implementing the project.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOV 29 2019 *sd*

NOTICE OF AWARD

MR. GERRY A.C. ARELLANO

Vice President

DBP Service Corporation

2F, Executive Bldg. Center

Sen. Gil Puyat Avenue corner Makati Avenue

Makati City

Dear **Mr. Arellano:**

We are pleased to inform you that the contract for the Project, "Outsourcing of Multi-Skilled Workers," is hereby awarded to DBP Service Corporation in the amount of P10,880,888.72.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



WENDEL E. AVISADO
Secretary

Wilson Timmerman
1/8/2020

* The Project underwent Early Procurement Activities, and BAC Resolution No. 2019-71, adopted by the BAC on November 26, 2019, recommending award of the Contract for the Project, was approved by the Head of the Procuring Entity on November 29, 2019, the date reflected above. However, in accordance with item 7.1 of GPPB Circular No. 06-2019, this Notice of Award is deemed issued on January 8, 2020, the date it was released to the Supplier. *sd*

BUREAU, OFFICE, PROVINCE, CITY/MUNICIPALITY

DATE OF RECEIPT
1-17-2020

DBP Service Corporation

NATURE OF COLLECTION	FUND AND ACCOUNT CODE	AMOUNT
payment of performance Bond for outsourcing of Multi-skilled workers		544,044.44
TOTAL		544,044.44

Amount In Words Five Hundred Forty-Four

thousand forty-four pesos & 44/100 only

Received { ☐ Cash
☐ Treasury Warrant
☒ Check
☐ Money Order

RECEIVED the amount stated
above

Treasury Warrant, Check, Money
Order Number

0031GG3 dtd 1/15/20

Date of Treasury Warrant.
Check, Money Order

LOURDES T. SIA
COLLECTING OFFICER

NOTE: Write the number and date of this receipt on the back of treasury warrant, check or money order received.

"Ipakita sa mundo, umasenso na tayo".