



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

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2020-73**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," with an Approved Budget for the Contract (ABC) of P1,198,733.33 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the Indicative Annual Procurement Plan, CY 2021;

**WHEREAS**, for the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2021 National Expenditure Program was used as basis;

**WHEREAS**, as a background, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards on October 27, 2020, but a failure of bidding was declared on November 24, 2020 under BAC Resolution No. 2020-56 due to the post-disqualification of the bidder with the single calculated bid;

**WHEREAS**, the second Invitation to Bid for the Project was posted on the PhilGEPS website, the DBM website, and all DBM bulletin boards on November 27, 2020;

**WHEREAS**, two (2) prospective bidders, namely: (i) People Dynamics, Inc. (PDI); and (ii) Centile Psychological Assessments Services, responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on December 4, 2020;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on December 11, 2020 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on December 18, 2020, two (2) bidders submitted bids, namely: (i) PDI; and (ii) Intellimeter International Resources, Inc. (Intellimeter);

**WHEREAS**, on December 18, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) The submission of PDI as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and

- 2) The submission of Intellimeter as "failed" for failing to submit a current and valid Tax Clearance Certificate, as required under Section 8.5.2 of the 2016 Revised IRR of RA No. 9184, and reiterated in Section 23.1 (a) (iii) of the same IRR;

**WHEREAS**, the foregoing BAC determination is in accordance with Section 30.1 of the 2016 Revised IRR of RA No. 9184 which provides that bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed";

**WHEREAS**, after evaluation of the financial proposal of PDI, the BAC declared the submission of PDI as the Single Calculated Bid in the amount of P736,900.00;

**WHEREAS**, after careful examination, validation and verification, the DBM-BAC determined that the eligibility, technical and financial components of the bid of PDI have passed all the criteria for post-qualification.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bid of People Dynamics, Inc. for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," in the amount of P736,900.00 as the Single Calculated and Responsive Bid, in accordance with Section 36 of the 2016 Revised IRR of RA No. 9184;
- 2) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184;
- 3) To recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contract for the Project be awarded to People Dynamics, Inc. in the above-mentioned amount, in accordance with Section 36,; and
- 4) To issue the Notice of Award to People Dynamics, Inc. upon the enactment of the FY 2021 GAA, pursuant to Section 7.6 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 22<sup>nd</sup> day of December 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.



Thea Marie  
Corinne F. Palarca

**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*



Digitally signed by  
Dante B. De Chavez

**DANTE B. DE CHAVEZ**  
*Member*



Digitally signed  
by Virgilio A.  
Umpacan Jr.

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



Digitally signed  
by Rowel D.  
Escalante

**ROWEL D. ESCALANTE**  
*Member*



Digitally  
signed by  
Ryan S. Lita

**RYAN S. LITA**  
*Member*



Digitally signed  
by Andrea Celene  
M. Magtalas

**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

not present  
**JANET B. ABUEL**  
*Chairperson*

☒ Approved

☐ Disapproved

  
**WENDEL E. AVISADO**  
*Secretary*

Date: \_\_\_\_\_



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

**NOTICE OF AWARD**

**DR. JOCELYN R. PICK**

Managing Director  
People Dynamics, Inc.  
U502 OMM-Citra Bldg.  
39 San Miguel Avenue  
Ortigas Center, Pasig City

Dear **Dr. Pick:**

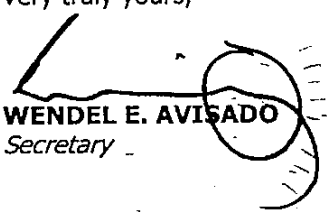
We are pleased to inform you that the contract for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," is hereby awarded to People Dynamics, Inc. in the amount of P736,900.00.

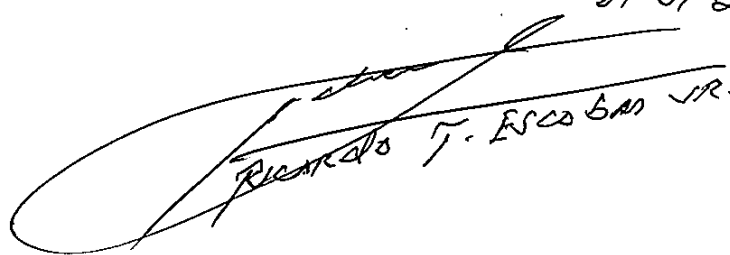
In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary

  
Ricardo T. Escoban Jr.  
01-07-2021



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

**NOTICE TO PROCEED**

**DR. JOCELYN R. PICK**

Managing Director  
People Dynamics, Inc.  
U502 OMM-Citra Bldg.  
39 San Miguel Avenue  
Ortigas Center, Pasig City

Dear **Dr. Pick:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on Feb. 2, 2021.

Name of Authorized Representative: DR. JOCELYN R. PICK

Signature: Joelyn R. Pick



**CONTRACT No. 2021-07**  
**ADMINISTRATION OF PSYCHOMETRIC EXAMS FOR DBM**  
**APPLICANTS AND EMPLOYEES**

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 -

**PEOPLE DYNAMICS, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at U502 OMM-Citra Bldg., 39 San Miguel Avenue, Ortigas Center, Pasig City, represented by its **AUTHORIZED REPRESENTATIVE, DR. JOCELYN R. PICK**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Seven Hundred Thirty-Six Thousand Nine Hundred Pesos (P736,900.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 7, 2021, and the Supplier posted its performance security in the form of a Performance Securing Declaration on January 12, 2021, in the amount of N/A (P N/A);

**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

*for price* *4*

*9*

*for price*

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 Administration of Psychometric Exams for DBM Applicants and Employees, 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 Administration of Psychometric Exams for DBM Applicants and Employees, 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. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. 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 \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**


by:

  
**WENDEL E. AVISADO**  
*Secretary*



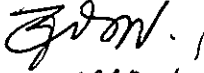
**PEOPLE DYNAMICS, INC.**

by:

  
**DR. JOCELYN R. PICK**  
*Authorized and Designated  
Representative*

SIGNED IN THE PRESENCE OF

  
**THEA MARIE CORINNE F. PALARCA**  
*Director IV*  
Administrative Service

  
**BIANCA MARIZ L. GARCIA**  
HR SOLUTIONS CONSULTANT  
PEOPLE DYNAMICS, INC.

## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City **MANILA**, Philippines on this **JAN 26 2021** day of \_\_\_\_\_, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	
<b>DR. JOCELYN R. PICK</b>	PGI 32081A	02/21/2028

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 Administration of Psychometric Exams for DBM Applicants and Employees was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of **JAN 26 2021**, 2021.

Doc. No. 441;  
Page No. 89;  
Book No. 11;  
Series of 2021.

**ATTY. GARY CANITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777  
PTR No. 3826458 Issued on Jan. 6, 2021 until Dec. 31, 2021 Manila  
IBP Lifetime License Issued on Feb. 2, 2016  
Commission No. 2020-021 Issued on Jan. 31, 2020 until Dec. 31, 2021 Manila  
MCLE No. VI-0006796 Issued on Feb. 20, 2016 at Pasig City Valid until April 14, 2022  
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

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*JRPick*



**Bid Form for the Procurement of Goods**  
**[shall be submitted with the Bid]**

**BID FORM**

Date: December 16, 2020

Project Identification No. : **DBM-2021-13**

**To: Department of Budget and Management**

Ground Floor, DBM Building III, General Solano St., San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers No. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Administration of Psychometric Exams for DBM Applicants and Employees** in conformity with the said PBDs for the sum of **Seven Hundred Thirty Six Thousand Nine Hundred Pesos Only (Php 736,900.00)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those itemized herein.

Particulars	Unit/s	Cost	Total Price (inclusive of VAT)
Entry-level Positions (Administrative/Technical)	240 units	Php 950.00	Php 228,000.00
Non-entry Staff Level Positions	140 units	Php 1,050.00	Php 147,000.00
Supervisory and Managerial Level Positions (for SG-22 and above)	154 units	Php 2,350.00	Php 361,900.00
<b>Total</b>			<b>Php 736,900.00</b>

If our Bid is accepted, we undertake:

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

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.

*FXrich*

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

The undersigned is authorized to submit the bid on behalf of **People Dynamics, Inc.** as evidenced by the attached **notarized Secretary's Certificate**.

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

  
Name: Dr. Jocelyn R. Pick  
Legal capacity: Managing Director  
Signature: \_\_\_\_\_  
Duly authorized to sign the Bid for and behalf of: People Dynamics, Inc.  
Date: December 16, 2020

## Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivery Date
The period for the performance of the obligations under the Contract shall be for twelve (12) months from receipt of the Notice to Proceed, but not beyond the validity of the appropriation for the Project.				
1	Administration of paper and pencil or online Psychometric examination for the following positions:			Within three (3) working days or as agreed upon from receipt of letter-request/online endorsement from the DBM-AS Director
	Entry-level positions (Administrative/Technical)	240 units	240 units	
	Non-entry staff level positions	140 units	140 units	
	Supervisory and managerial level positions (for SG-22 and above)	154 units	154 units	
2	Provisions of test results, supplemented by a full report on the interpretation of test result for each examinee	534 units	534 units	Within three (3) working days from the conduct of examinations

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

PEOPLE DYNAMICS, INC.

DR. JOCELYN R. PICK

DEC. 15, 2020

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

# 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."

Specifications		Bidder's Statement of Compliance
<b>1.0</b>	<b>Scope of Work</b>	
	1.1 Deliverables	
	1.1.1 Preparation and provision of standardized testing materials covering all or any of the following areas for an applicable position level as determined by AS: a. Entry – Cognitive Ability, Personality Test, Counterproductivity Assessment, Competency assessment (according to the required set of competencies per position); b. Non-entry – Competency assessment (according to the required set of competencies per position), Counterproductivity Assessment, Personality Test; and c. Supervisory/Managerial – Competency assessment (according to the required set of competencies per position), Counterproductivity Assessment, Personality Test, Supervisory/Managerial Skills	COMPLY
	1.1.2 Administration of paper and pencil or online examinations for the following positions within three (3) working days or as agreed upon from receipt of a letter request/online endorsement from the DBM-AS Director a. Entry level positions (Administrative/Technical); b. Non-entry level positions; c. Supervisory and managerial level positions (for SG-22 and above) The letter request/online endorsement should be acted upon on the specified schedule of examination of applicants as requested/determined by the AS.	COMPLY
	1.1.3 Administration of the test for applicants shall be determined by the DBM AS per scheduled examination in the following geographic areas: a. Luzon: A testing center within Metro Manila or any of the DBM offices in Luzon; b. Visayas: A testing center in Cebu City or any of the DBM Offices in Visayas; c. Mindanao: A testing center within Davao City or any of the DBM Offices in Mindanao	COMPLY
	1.1.4 Provision of test results, supplemented by a full report on the interpretation of test result for each examinee,	COMPLY

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	<p>within three (3) working days from the conduct of examinations.</p> <p>1.2 Qualifications of the Consulting Firm</p> <p>1.2.1 The firm must be in the field of industrial psychological testing and have provided testing programs for at least five (5) years.</p> <p>1.2.2 The firm must have in its roster a certified psychologist and/or a licensed psychologist who is a member of the Psychological Association of the Philippines.</p> <p>1.3 Key personnel</p> <table><tr><th>Key Staff</th><th>No. of Personnel</th><th>Qualifications</th></tr><tr><td>Psychologist</td><td>1</td><td>Licensed and/or certified Psychologist who is a member of the Psychological Association of the Philippines with at least five (5) years of experience in industrial psychological testing</td></tr><tr><td>Psychometrician</td><td>1 to 3</td><td>Registered Psychometrician with at least three (3) years of experience in industrial psychological testing</td></tr></table>	Key Staff	No. of Personnel	Qualifications	Psychologist	1	Licensed and/or certified Psychologist who is a member of the Psychological Association of the Philippines with at least five (5) years of experience in industrial psychological testing	Psychometrician	1 to 3	Registered Psychometrician with at least three (3) years of experience in industrial psychological testing	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
Key Staff	No. of Personnel	Qualifications									
Psychologist	1	Licensed and/or certified Psychologist who is a member of the Psychological Association of the Philippines with at least five (5) years of experience in industrial psychological testing									
Psychometrician	1 to 3	Registered Psychometrician with at least three (3) years of experience in industrial psychological testing									
2.0	Payment Details										
	<p>2.1 For services rendered, the firm shall be paid an amount not to exceed the Contract Price. This amount is inclusive of the tax obligations that may be imposed on the firm. Payment shall be made on the basis of the number of examinees who have undergone paper and pencil or online examinations and the provision of test results, supplemented by a full report on the interpretation of test result for each examinee signed by the psychologist and psychometrician identified by the firm.</p> <p>2.2 Payment of services is within fifteen (15) working days from submission by the firm of complete billing documents covering the following costs:</p> <p>2.2.1 Examination fee per head chargeable against the DBM Central Office funds, supported by a written request by the DBM-AS Director stating the names of applicants being referred to for examination, and the attendance of applicants who actually took the examination.</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>									
3.0	Tentative Number of Examinees										
	<table><tr><th>Particulars</th><th>Quantity</th></tr><tr><td>Entry Level</td><td>240</td></tr><tr><td>Non-entry Level</td><td>140</td></tr><tr><td>Supervisory and Managerial Level</td><td>154</td></tr></table>	Particulars	Quantity	Entry Level	240	Non-entry Level	140	Supervisory and Managerial Level	154	<p>COMPLY</p>	
Particulars	Quantity										
Entry Level	240										
Non-entry Level	140										
Supervisory and Managerial Level	154										

*JP/PCW*







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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the 2016 Revised 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**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><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>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca, Administrative Service (AS).</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:</p> <ul 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; and</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.</li> </ul> <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>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>
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	<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	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>*In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> </ul>

	<p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
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REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**DR. JOCELYN R. PICK**  
Managing Director  
People Dynamics, Inc.  
US02 OMM-Citra Bldg.  
39 San Miguel Avenue  
Ortigas Center, Pasig City

Dear Dr. Pick:

We are pleased to inform you that the contract for the Project, "Administration of Psychometric Exams for DBM Applicants and Employees," is hereby awarded to People Dynamics, Inc. in the amount of P736,900.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
Secretary

81-07 2021  
Wen E. Avisado  
Secretary

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: DBM-2021-13

To: DEPARTMENT OF BUDGET AND MANAGEMENT  
General Solano Street, San Miguel, Manila

I, the undersigned, declare that:

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

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January 2021 at  
MANDALUYONG CITY

  
DR. JOCELYN R. PICK  
Managing Director  
Affiant

JAN 12 2021

SUBSCRIBED AND SWORN to before me this 11th day of January 2021 at MANDALUYONG CITY, Philippines.

Affiant exhibited to me her PASSPORT with no. P6132081A issued on February 22, 2018 at DFA NCR Central.

Witness my hand and seal this 11th day of January 2021.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

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Book No. 1  
Series of 2021

ATTY. JAMES K. ABUGAN  
NOTARY PUBLIC  
APPT. NO. 0142-19  
Until Dec 31, 2021  
IBP No. 134105 Dec 9, 2019 Rizal Chapter  
Roll No. 342 NCR  
MCLE No. 0142-19-00000142-19  
PTR No. 0142-19-00000142-19  
Until Dec 31, 2021  
Tel. No. 634-40-90  
Rm. 314 J&B Bldg., 251 EDSA,  
Mandaluyong City