



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-09

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Online Competency Assessment of DBM Employees," with an Approved Budget for the Contract of P3,000,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the Annual Procurement Plan, CY 2021;

WHEREAS, as a background, the second 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 January 12, 2021;

WHEREAS, on February 2, 2021, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) the submission of AKL-CLEAR Consulting Company, Inc. as "failed" for its failure to submit a current and valid Tax Clearance Certificate, pursuant to Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, as reiterated in Section 23.1 (a) (iii) of the same IRR; and
- 2) the submissions of Profiles Asia Pacific, Inc. (Profiles Asia), Assessment Analytics, Inc. (Assessment Analytics), Associated Resources for Management and Development, Inc. (ARMDEV), and Mybusybee, Inc. (Mybusybee) as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial component of the bids, the bids were ranked based on the total calculated bid prices to identify the Lowest Calculated Bid, as follows:

1. Profiles Asia	-	P951,000.00
2. Assessment Analytics	-	P954,200.00
3. Mybusybee	-	P2,544,000.00
4. ARMDEV	-	P2,809,522.00;

WHEREAS, the DBM-BAC accordingly declared the submission of Profiles Asia as the Lowest Calculated Bid in the amount of P951,000.00;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Profiles Asia, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC determined that the submission of Profiles Asia failed the criteria for post-qualification, particularly for its non-compliance with the required contents of Section VII. Technical Specifications as prescribed in the Bidding Documents for the Project pursuant to Section 25.2 (a) (vii) of the 2016 Revised IRR of RA No. 9184;

WHEREAS, under BAC Resolution No. 2021-04 dated February 9, 2021, the DBM-BAC resolved as follows:

- 1) to declare the post-disqualification of Profiles Asia for the Project, "Online Competency Assessment of DBM Employees," and to notify the said bidder in writing about its post-disqualification and the grounds for it, pursuant to Section 34.5 of the of the 2016 Revised IRR of RA No. 9184; and
- 2) to initiate and complete the post-qualification process on the bidder with the second Lowest Calculated Bid, Assessment Analytics, Inc., pursuant to Section 34.6 of same IRR;

WHEREAS, the DBM-BAC sent the Notice of Post-disqualification to Profiles Asia on February 10, 2021;¹

WHEREAS, Section 55.1 of the 2016 Revised IRR of RA No. 9184 provides, among others, that "[d]ecisions of the BAC at any stage of the procurement process may be questioned by **filing a request for reconsideration within the three (3) calendar days upon receipt of written notice** or upon verbal notification." (emphasis supplied);

WHEREAS, through letter dated February 13, 2021,² Profiles Asia sought reconsideration of the DBM-BAC's declaration of its submission as "post-disqualified." It contended, among others, that, "[its] Technical Proposal clearly expresses [its] compliance with Item 6 of the Technical Specification Sheet – Post Implementation Requirements and Documentation (i.e., Summarized data with Analysis and Analytics)";

WHEREAS, the DBM-BAC, in its letter-reply dated February 19, 2021³ to Profiles Asia, explained that the DBM-BAC is constrained from taking cognizance of the "**Technical Proposal**" cited by Profiles Asia in its request for reconsideration inasmuch as such submitted document is **NOT a part of the Bidding Documents prescribed for the Project**. On the other hand, what is clear is that Profiles Asia failed to comply with the **required contents of Section VII. Technical Specifications as prescribed in the Bidding Documents** for the Project pursuant to Section 25.2 (a) (vii) of the 2016 Revised IRR of RA No. 9184, thus, the DBM-BAC denied the request for reconsideration of Profiles Asia, and affirmed its declaration finding Profiles Asia as "post-disqualified";

WHEREAS, in accordance with Section 55 of the 2016 Revised IRR of RA No. 9184, Profiles Asia has seven (7) calendar days upon receipt of the said letter on February 19, 2021, or until February 26, 2021, to protest the DBM-BAC's decision by filing a verified position paper, accompanied by the payment of a non-refundable protest fee, before the Head of the Procuring Entity;

WHEREAS, Section 57 of the 2016 Revised IRR of RA No. 9184 provides that, "[i]n no case shall any protest taken from any decision treated in this Rule stay or delay the bidding process: Provided, however, That protests must first be resolved before any award is made";

¹ Dated February 9, 2021, sent via email to Profiles Asia on February 10, 2021

² Received by the DBM on February 13, 2021

³ Sent via email to Profiles Asia on February 19, 2021

WHEREAS, upon verification with the DBM Central Records Division on March 2, 2021, it was gathered that Profiles Asia did not file a protest within the reglementary period;

WHEREAS, Section 34.6 of the 2016 Revised IRR of RA No. 9184 provides that "[i]mmediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second Lowest Calculated Bid/Highest Rated Bid. **If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCRB or HRRB.**" (emphasis supplied);

WHEREAS, considering the foregoing and pursuant BAC Resolution No. 2021-04, after verification, validation, and ascertainment of all statements made and documents submitted by Assessment Analytics, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Assessment Analytics passed all the criteria for post-qualification;

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

1. To declare the bid of Assessment Analytics, Inc. for the Project, "Online Competency Assessment of DBM Employees," in the amount of P954,200.00 as the Lowest Calculated and Responsive Bid, in accordance with Section 34.6 of the 2016 Revised IRR of RA No. 9184;
2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Assessment Analytics, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184; and
3. 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.

ADOPTED, this 2nd day of March 2021 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

not present
VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative

not present
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

 Digitally
signed by
Janet B. Abuel
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

MAR 15 2021

MS. MARIA LOURDES MARGARITA D. ARUEGO

Assessment Analytics, Inc.
21F Rufino Pacific Tower
6784 Ayala Avenue
Makati City 1223

Dear **Ms. Aruego**:

We are pleased to inform you that the contract for the Project, "Online Competency Assessment of DBM Employees," is hereby awarded to Assessment Analytics, Inc. in the amount of P954,200.00.

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

Jasmine Anne Santos

March 16, 2021



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

NOTICE TO PROCEED

MS. MARIA LOURDES MARGARITA D. ARUEGO

Assessment Analytics, Inc.
7F The Athenaeum Building
160 L.P. Leviste Street, Salcedo Village
Makati City 1227

Dear **Ms. Aruego**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Online Competency Assessment of DBM 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 April 19, 2021.

Name of Authorized Representative: MARIA LOURDES MARGARITA D. ARUEGO

Signature: 

CONTRACT No. 2021-09
ONLINE COMPETENCY ASSESSMENT OF DBM 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 -

ASSESSMENT ANALYTICS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 7F The Athenaeum Building, 160 L.P. Leviste Street, Salcedo Village, Makati City 1227, represented by **ITS AUTHORIZED REPRESENTATIVE, MARIA LOURDES MARGARITA D. ARUEGO**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Online Competency Assessment of DBM Employees," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of Nine Hundred Fifty-Four Thousand Two Hundred Pesos (P954,200.00), 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 March 16, 2021, and the Supplier posted its performance security in the form of a Performance Securing Declaration on March 23, 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

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 Online

Competency Assessment of DBM 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 Online Competency Assessment of DBM 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


ASSESSMENT ANALYTICS, INC.

by:


**MARIA LOURDES MARGARITA D.
ARUEGO**
*Authorized and Designated
Representative*

SIGNED IN THE PRESENCE OF


THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service


Jasmine Arnes C. Santos
Business Development Associate
Assessment Analytics, Inc.

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 **APR 16 2021** day of _____, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
MARIA LOURDES MARGARITA D. ARUEGO	Passport ID No. P1710207A	21 JAN 2022

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 Online Competency Assessment of DBM Employees was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of **APR 16 2021** 2021.

Doc. No 222;
Page No 45;
Book No LV;
Series of 2021.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826456 issued on Jan. 4, 2021 until Dec. 31, 2021 Manila
IBP Lifetime No. 014593 issued on Feb. 2, 2016
Commission No. 2021-021 issued on Jan. 31, 2020 until Dec. 31, 2021 Manila
MCLE No. VI-0006796 issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villagas Street, Ermita, Manila

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Bid Form for the Procurement of Goods

BID FORM

Date : February 01, 2021

Project Identification No. : **DBM-2021-14**

To: DEPARTMENT OF BUDGET AND MANAGEMENT

General Solano St., San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Number One (1), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Online Competency Assessment of DBM Employees** in conformity with the said PBDs for the sum of *Nine Hundred Fifty Four Thousand and Two Hundred Pesos* 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	Unit Cost	Total Price (inclusive of VAT) (a x b)
1	Customized Project Plan	1	(Maximum of 5% of Contract Cost)	-
2	Individual Results (IDP Format)			
	a. Minimum number of DBM employees to be assessed	800	PHP 734	PHP 587,200
	b. Additional number of DBM employees to be assessed, <u>as needed</u>	500	PHP 734	PHP 367,000
3	Post-implementation Requirements, Documentation, and Report	1	(Maximum of 5% of Contract Cost)	-
Total				PHP 954,200

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.

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 *Assessment Analytics, Inc.* as evidenced by the attached *duly 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: Maria Lourdes Margarita D. Aruego

Legal capacity: Managing Director

Signature: 

Duly authorized to sign the Bid for and behalf of: Assessment Analytics, Inc.

Date: February 01, 2021

Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Date
The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.				
1	Submission and acceptance of the Customized Project Plan to the Administrative Service (AS) Director	1	1	Within 15 calendar days from receipt of the Notice to Proceed (NTP), computation of number of days does not include those when the document is under AS review
2	Submission and acceptance of the individual results using the prescribed Individual Development Plan (IDP) format (see attached Annex B) based on the administered online competency assessment softcopy to be sent to AS Director cc selected HRDD staff			
	a. Minimum number of DBM employees to be assessed	800	800	Completion of the online administration of the competency assessment for 800 employees not later than 105 calendar days from acceptance of Customized Project Plan Submission of the IDPs within 5 calendar days from online administration of the competency assessment
	b. Additional number of DBM employees to be assessed, <u>as needed</u>	Up to 500	Up to 500	Completion of the online administration of the competency assessment within 5 calendar days from advice of the DBM-AS. The advice shall be made not later than 4 months from receipt of the NTP



Item Number	Description	Quantity	Total	Delivery Date
				Submission of the IDPs within 5 calendar days from completion of online administration of the competency assessment
3	(1) Submission and acceptance of the Post-implementation Requirements and Documentation to the AS Director; and	1	1	Within 15 calendar days from the acceptance of the last IDP or not later than 5 months from receipt of NTP, whichever comes earlier
	(2) Presentation of Post-implementation Report to DBM Management	1	1	

Notes:

1. The 5-calendar day period for the submission of the IDPs shall be reckoned from the day after both the self and supervisor's assessments of the employee are completed. The DBM-AS shall take necessary measures to monitor and ensure that both employees and supervisors complete the assessments on time.

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

Assessment Analytics, Inc.

Maria Lourdes Margarita D. Aruego

Feb. 1, 2021

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."

Item	Specification (With details in the attached Annex A, and subject to the delivery dates specified in the Schedule of Requirements)	Statement of Compliance
1	Customized Project Plan which covers expected timelines, activities and outputs	Comply
2	Preparation of online competency assessment tools covering all of the positions and its incumbents in the DBM central and regional offices	Comply
3	Provision of a dedicated point person, with alternate, assigned to assist the Administrative Service-Human Resource Development Division on matters relative to the assessment tool (e.g., before and during the assessment run)	Comply
4	Conduct of online administration of the competency assessment	Comply
5	Individual results using the prescribed Individual Development Plan (IDP) format based on the administered online competency assessment	Comply
6	Post-implementation Requirements and Documentation (i.e., Summarized data with Analysis and Analytics to be defined in the Plan)	Comply

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

Assessment Analytics, Inc.

Maria Lourdes Margarita D. Aruego

Feb 1, 2021

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

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>Delivery and Documents</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.</p> <p>Incidental Services</p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements, including additional services, if any.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging</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>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment schedule shall be in accordance with Item 5.0 of Annex A Technical Specifications.</p> <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> <ol style="list-style-type: none"> Renewed Mayor's/Business Permit in lieu of the submitted expired permit; Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and 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.
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> <ol style="list-style-type: none"> 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; 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 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.
4	Not applicable



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

NOTICE OF AWARD

MAR 15 2021

MS. MARIA LOURDES MARGARITA D. ARUEGO

Assessment Analytics, Inc.
21F Rufino Pacific Tower
6784 Ayala Avenue
Makati City 1223

Dear **Ms. Aruego**:

We are pleased to inform you that the contract for the Project, "Online Competency Assessment of DBM Employees," is hereby awarded to Assessment Analytics, Inc. in the amount of P954,200.00.

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

Jasmine Anne Santos

March 16, 2021

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

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: DBM-2021-03

To: **Department of Budget and Management**
General Solano St., San Miguel, Manila

Assessment Analytics, Inc. (AAI), the undersigned, declare that:

1. **AAI** understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, **AAI** 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. **AAI** accept that we 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 we have violated my/our obligations under the Contract.
3. **AAI** 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 MAR 18 2021 day of _____,
_____ at MANILA.


Maria Lourdes Margarita D. Aruego
Managing Director
Affiant

Rec'd JAY
MAR 23 2021

SUBSCRIBED AND SWORN to before me this MAR 18 2021 day of _____ at MANILA, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant exhibited to me her Passport ID with no. P1710207A issued on January 22, 2017 at DFA NCR NORTH EAST.

Witness my hand and seal this MAR 18 2021 day of _____, _____.

Doc. No. 235
Page No. 48
Book No. CLXI
Series of 2021

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No., _____, _____

IBP No., _____, _____

ATTY. JOEL E. PANER

NOTARY PUBLIC COMMISSION NO. 2020-013

Issued on 01/20/20 Until 12/31/2021 MANILA

UNIT 237 TMR 2 TAFT AVE, MALATE, MANILA

Roll NO. 44009 * IBP Lifetime No. 2022/15-12-00

PTR No. 9826469/01-04-2021 MANILA / TIN 104063310

MCLE COMPLIANCE No. VI-0013321/04-14-2022