



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE
2330 Roxas Boulevard, Pasay City
Tel. Nos.: 834-4823; Fax No.: 831-9584
Email: bac.secretariat@dfa.gov.ph

SUPPLEMENTAL / BID BULLETIN No. 1

Project : Procurement of Contracting of the Services of Outsourced Personnel of the Office of Consular Affairs – Aseana and Consular Offices for July to December 2021
Reference : PB-GS-OCA-01-2021
ABC : PhP 22,396,808.52
Date : 18 June 2021

This supplemental/bid bulletin is issued to provide information to the prospective proponents/bidders on the following changes to the Bidding Documents:

- I. **Technical Specifications (Section VII)** – The Technical Specifications (Section VII and annexes) of the Bidding Documents are superseded by ANNEX 1 of this Supplemental/Bid Bulletin No. 1 after considering inputs from the Committee and prospective bidders.

The Bidding Documents is amended accordingly.

For the information and guidance of all concerned.

MARIA ALNEE A. GAMBLE
OCA-BAC Vice-Chairperson

Technical Specification

Contracting of the Services of Outsourced Personnel of the Office of Consular Affairs – Aseana and Consular Offices for July to December 2021

I.	Background	
	<p>The Department of Foreign Affairs (DFA, the “Department”), represented by the Office of Consular Affairs (“OCA”, the “End-User”,) provides passport and authentication services to the public nationwide at the following consular sites:</p> <ul style="list-style-type: none"> a. Office of Consular Affairs, Aseana Business Park, Parañaque City (including Mobile Passport Program and Passport-on-Wheels); b. Consular Offices in the NCR; c. Regional/ Provincial Consular Offices; and, d. Other Work Sites. 	
II.	Objective	
	To augment the limited human resources of OCA and to deliver efficient and cost-effective encoding operations and other tasks for the OCA’s consular services.	
III.	Scope of Work	Statement of Compliance
	A. General	
	<p>1. Section 2.0 of CSC-COA-DBM Joint Circular No. 1, series of 2017 or the “<i>Rules and Regulations Governing Contract of Service and Job Order Workers in the Government</i>” (“Joint Circular”) authorizes Government agencies to enter into service contracts with other government agencies, private firms, non-government agencies or individuals for services related or incidental to their respective functions and operations, whether on a part-time or full-time basis.</p> <p>Under Section 6.1 of the Joint Circular, government agencies may avail of outsourced services through institutional contract of service, subject to conditions provided in the above-mentioned Joint Circular.</p> <p>In accordance with Section 6.1.2. of the same Joint Circular, workers hired through institutional contract of service shall remain to be employees of the Contractor or Service Provider.</p>	

	<p>Hence, the Department shall have no employer-employee relationship with the outsourced personnel. The Contractor shall hold the Department free and harmless from any and all liabilities as a result of the employer-employee relationship between the Contractor and the outsourced personnel.</p> <p>Sections 7.1 and 7.2. of the same Joint Circular prescribe the limitations on the functions that can be assigned to outsourced personnel, i.e. the project or job assigned to the outsourced personnel is not part of the regular functions of the Department, and that the outsourced personnel should not, in any case, be made to perform functions which are part of the job description of the Department's existing regular employees.</p> <p>The above notwithstanding, the Department has the right to investigate and prosecute outsourced personnel violating passport laws, laws on anti-graft and corrupt practices, and other applicable laws and rules and regulations.</p>	
	<p>2. The Contractor shall comply with existing Philippine labor laws, rules and regulations, issuances, and orders. This includes its registration with the Department of Labor and Employment (DOLE) as an Independent Contractor as required under DOLE D.O. 174, s. 2017, as applicable.</p>	
	<p>B. Contractor's Qualifications:</p>	
	<p>1. The Contractor shall be a corporation or company duly organized and existing under Philippine laws, and has been duly accredited/licensed by appropriate government authorities for a minimum of five (5) years.</p>	
	<p>2. The Contractor shall have the necessary capability, expertise, equipment, manpower, financial resources and experience to provide the human resources for the needs of the Department and all its Consular Offices (COs), as well as other offices and work sites that may be created and/or opened, for the duration of the contract and any extensions thereof.</p>	
	<p>C. Contractor's Obligations:</p>	
	<p>1. The Contractor shall provide a total of three hundred fifty (350) outsourced personnel, eighteen (18) of whom shall be designated as on-site team leaders. The outsourced personnel may be deployed interchangeably from one site to another, as needed.</p> <p>The Department may increase or decrease the number of outsourced personnel, as needed, so long as it does not exceed the contract price.</p>	

<p>2. The outsourced personnel shall be deployed to the following offices: Office of Consular Affairs in Aseana (OCA-Aseana), including mobile passport program and Passport-on-Wheels (POW), Consular Offices in the National Capital Region (NCR), the Regional/Provincial Consular Offices, and other work sites.</p> <p>The Department may redistribute the number of outsourced personnel, as deemed necessary.</p>	
<p>3. Upon valid and justifiable reasons, the Department may request the Contractor for the re-assignment of the outsourced personnel, subject to the evaluation by OCA. The Contractor shall effect the re-assignment within twenty-four (24) hours from the receipt of the request of the Department.</p> <p>Reassignment shall be at no additional cost to the Department. The reassignment of the outsourced personnel shall be limited to the consular offices within the same region.</p>	
<p>4. The Contractor shall supply the Department with qualified relievers as substitutes for absent outsourced personnel:</p> <ul style="list-style-type: none"> a. For absences with prior notice, the Contractor shall supply the Department with qualified reliever(s) on the day the subject outsourced personnel(s) is/are absent. b. For absences without prior notice, the reliever must be substituted within two (2) hours from the request. <p>The relievers shall secure the same security clearances and undergo training as do the assigned outsourced personnel.</p>	
<p>5. The Contractor shall ensure that eighteen (18) on-site team leaders are available at all times during operation hours.</p> <p>On-site team leaders should have a minimum of two (2) years relevant supervisory/management experience or possessing the skill sets needed for consular encoding and customer service, as approved by the End-user, prior to the team leader's deployment.</p>	
<p>6. The designated team leaders shall, in addition to overseeing the work of the outsourced personnel, be required to deal with queries and complaints from the clients pertaining exclusively to the encoding process and troubleshoot other technical problems on the floor before they are elevated to concerned Department personnel and officers. They shall also perform the same duties as the outsourced personnel they supervise, if necessary.</p>	

<p>7. The Contractor shall provide the Department with outsourced personnel, including relievers, with the following minimum standard qualifications and skills:</p> <ol style="list-style-type: none"> a. Filipino citizen; b. Completion of at least two (2) years college education or its equivalent; c. At least twenty-one (21) years old at the beginning of assumption of duty; d. Holders of NBI and Police clearances issued six (6) months prior to the date of assumption of duty/date of assignment; e. Typing speed of forty-five (45) words per minute at one hundred (100%) percent accuracy; f. Computer literate; g. Must be neat, presentable, courteous, hard-working, team player, and possesses good moral character; and h. Completion of the necessary customer service and other trainings referred to in Item IIC, Section 8. <p>Upon release of Notice to Proceed (NTP), the Contractor shall submit to the Department, through OCA, the credentials and clearances of each outsourced consular personnel for consideration and acceptance.</p>	
<p>8. The Contractor shall provide a certification, with other supporting documents (<i>e.g.</i>, attendance sheet, pictures), that all its outsourced consular personnel have undergone basic orientation on customer relations, gender sensitivity, and anti-sexual harassment policies, within thirty (30) days after the issuance of the Notice to Proceed (NTP).</p>	
<p>9. The Contractor shall allow the outsourced personnel to attend appropriate trainings, as may be required by the Department.</p>	
<p>10. The Contractor shall maintain work shifts for each outsourced personnel to ensure continuous and uninterrupted daily processing of documents including during lunch breaks.</p> <p>In accordance with Section 4 of DOLE Labor Advisory No. 17 Series of 2020, any other feasible work arrangements may be adopted in consideration of specific peculiarities of business requirements. The Contractor shall conform to OCA’s revised alternative work arrangement (AWA) where personnel are on duty for every other two week-period. This revised AWA is being observed to further minimize risk of COVID-19 infection and lessen disruption of operations.</p>	

<p>Following this AWA, outsourced personnel under this contract shall be divided into two teams and each team will render duty on an alternating, two-week schedule.</p>	
<p>11. The Contractor shall not require any outsourced personnel to render service beyond eight (8) working hours a day, unless duly approved in writing by the Department. The outsourced personnel shall report to work and render service Monday to Friday or equivalent to forty (40) hours per week, including regular holidays, subject to the AWA imposed by OCA, wherein the Consular Office is operating. Violation of this condition shall be sufficient ground for termination of the contract</p>	
<p>12. The Contractor shall warrant that all of its outsourced personnel shall comply with pertinent Philippine laws and Department regulations, policies, guidelines and procedures as applicable. Violation of this paragraph shall subject the Contractor to liabilities under Item V, Section 2.</p>	
<p>13. The Contractor shall undertake the necessary background security checks for its outsourced personnel, including relievers, to be assigned to the Department.</p>	
<p>14. The Contractor shall provide identification cards, lanyards, basic personal protective equipment (PPEs), such as but not limited to face masks and face shields, as approved by the Department, which shall be worn at all times, as well as adequate supply of isopropyl alcohol or hand sanitizers to their personnel at no extra cost to the Department and the Contractor's employees.</p>	
<p>15. In conformity with the provisions of R.A. 10173 or the Data Privacy Act of 2012, the Contractor and all the outsourced personnel, including relievers, shall keep the confidentiality of all the information or records encountered during their deployment in the Department. They shall not discuss, disclose, copy, share, distribute or otherwise make available to any other persons or organizations, any and all information including but not limited to names, addresses, phone numbers and personal history, made available during the course of the performance of their duties.</p> <p>Any personnel of the Contractor found in violation of the R.A. 10173 or the Data Privacy Act of 2012 shall be immediately replaced and a recommendation for the termination of service of the erring personnel will be submitted, without prejudice to the filing of any applicable civil and criminal action.</p>	

<p>The confidentiality obligation under this Section and Section 16 below shall remain in effect after the termination or expiration of this Terms of Reference, or applicable contract.</p>	
<p>16. The Contractor shall ensure that the information and data obtained by the outsourced personnel in the course of performing their duties under the Contract are confidential and shall remain the sole and exclusive property of the Department.</p> <p>Any violation of this term of confidentiality and/or any unauthorized use of the Department’s exclusive property shall be subject to penalty, including removal and barring of the Contractor and its personnel from the Department premises, termination of contract by the Department, and legal action against the Contractor.</p>	
<p>17. The Contractor shall ensure that outsourced personnel shall sign a contract, which shall include their agreement, commitment, and accountability to abide by the Department’s rules and regulations on the handling of confidential and proprietary information.</p> <p>To this end, the Contractor shall furnish the Department with a copy of the individual contracts with outsourced personnel which shall contain the provision on protection of confidentiality of personal data of consular applicants, or the Contractor shall facilitate the signing of a conformé on confidentiality of data by each outsourced personnel before their deployment to OCA.</p>	
<p>18. The Contractor shall hold the Department free and harmless from any and all liabilities for any offense that any of their outsourced personnel may commit against any party during the performance of their assigned task, or from any liability for injury, loss, or damage committed against any party arising from the outsourced personnel’s fault, fraud or negligence.</p>	
<p>19. The Contractor shall attend meetings whenever requested by the Department.</p>	
<p>D. Scope of Work of the Outsourced Consular Personnel</p>	
<p>The additional staff shall be referred to as “outsourced personnel” and deployed to various consular sites, as outlined in ANNEX A.</p> <p>The responsibilities of the outsourced personnel shall include, but shall not be limited to, the following consular functions:</p> <p>a. <u>Passport Services</u> - encoding, capturing and validating of the demographic and biographical information of the passport applicant, encoding of Master List of Passport Enrolment Certificates, and other passport service-related tasks that may</p>	

	<p>be assigned, as needed, and may include the mobile passport program and Passport-on-Wheels.</p> <p>b. <u>Authentication Services</u> - encoding of data for Authentication Certificates and preparing the Master List of documents. They may be assigned to the assembly line to perform other tasks such as affixing the seal, riveting the eyelet for authentication certificates, as well as other authentication-related tasks deemed necessary.</p> <p>c. Other consular services as may be determined by the Department, such as information help desk assistance, validation of appointments onsite, among others, except those tasks and responsibilities which are part of the regular functions of the OCA as indicated in Item III.A.1.</p>	
IV.	Reservation Rights	
	<p><u>Removing Personnel for Misconduct or Security Reasons</u></p> <p>The Contractor shall, upon the request of the Department, immediately replace any outsourced personnel for misconduct, breach of confidentiality, and security reasons. The newly-assigned personnel shall secure the same security clearances and undergo training similar to regular outsourced personnel.</p> <p>The Contractor shall institute the necessary investigations and submit to the Department a report of its findings within thirty (30) calendar days, at no additional cost to the Department.</p>	
V.	Penalty Clause	
	<p>1. In case of errors by the outsourced personnel in the performance of their assigned tasks, the Contractor shall immediately bear the cost equivalent to the amount paid by the passport applicant or the cost of the authentication certificate, and any additional charges.</p>	
	<p>2. In case the Contractor violates or fails to comply with any of the provisions of this Terms of Reference and/or applicable contract, the Department shall impose a penalty on the Contractor, without prejudice to the filing of civil and criminal charges.</p>	
	<p>3. The Department shall collect penalties and liquidated damages directly from the Contractor in the event that the damages exceed the amount of the performance security posted.</p>	
	<p>4. The Contractor and its outsourced personnel shall not engage in any personal or pecuniary transaction related to the consular services of the Department and are prohibited from soliciting or benefiting from, or conducting any act or activity with the clients of the Department.</p>	

	Doing so will result in the filing of appropriate charges/cases in proper courts by the Department.	
VI.	Contract Duration The contract period shall be from 01 July 2021 to 31 December 2021.	
VII.	Terms of Payment	
	<p>1. The Contractor shall submit ALL supporting documents based on the services rendered in a month within the first week of the following month:</p> <ul style="list-style-type: none"> a. Monthly Statement of Account and billing register (e.g. one (1) bill for the month covering the period 01-31 January 2021); b. Certificates of Service Rendered (signed by the Head of the Office of Consular Affairs, Administrative Officer of the Office of Consular Affairs or his duly authorized representatives – Officers-in-Charge / Heads of various Divisions/ Sections); c. Reports of Absences, Tardiness and Undertime/Attendance Summary Sheets; d. Daily Time Cards/Time Sheet Reports; e. Pay slips; and f. Other documents that may be required by the Office of Financial Management Services (OFMS) e.g. Provisional Receipt, etc. <p>The above documents shall be grouped according to the following:</p> <ul style="list-style-type: none"> a. OCA-Aseana; b. Consular Offices in NCR; c. Regional/Provincial Consular Offices; and, d. Other Work Sites. 	
	2. The processing of payment by the Department shall commence upon receipt of ALL SUPPORTING DOCUMENTS stated in ITEM VII, NO. 1.	
	3. Payments shall be made within thirty (30) working days from receipt of the supporting documents, provided ALL SUPPORTING DOCUMENTS ARE IN ORDER and upon submission of a Provisional Receipt . Payment will be made through the List of Due and Demandable Accounts Payable (LDDAP).	

	<p>4. All taxes withheld shall form part of the amount paid to the Contractor. A Certificate of Tax Withheld shall be issued by the Department to accompany each payment.</p>	
	<p>5. The Contractor shall provide wages to all outsourced personnel based on the prevailing minimum wage rate in the applicable region and such other compensation, as may be applicable, and the computation of wages is based on <i>two hundred sixty-one</i> (261) working days, or eighty (80) hours per month.</p> <p>In the event of adjustments in the minimum wage rate in any or all regions where outsourced consular personnel are deployed, the Contractor shall give formal notification and basis to support its claim to the Department at the earliest opportunity.</p>	
	<p>6. The Contractor shall pay all outsourced personnel on their claim of appropriate wages during holidays, including those who are not on duty on the week where the holiday falls, subject to existing rules and regulations.</p>	
	<p>7. No payment shall be made to the Contractor for services not yet rendered.</p>	
	<p>8. The Contractor guarantees the payment of salaries/wages/allowances and benefits as prescribed by law to the outsourced personnel in a timely manner to ensure the efficient delivery of services.</p>	
	<p>9. All payments shall be made to the Contractor, and shall be in Philippine pesos.</p>	
VIII.	Miscellaneous	
	<p>1. <u>Periodic services quality reviews</u></p> <p>The Department shall conduct formal quality review on a periodic basis. The review shall include an evaluation of the Contractor's operations including compliance with its obligations.</p>	
	<p>2. The Department shall undertake periodic reviews of performance of the outsourced personnel vis-a-vis agreed performance requirements. This is to ascertain quality level attainment and co-develop improvements on the quality levels, processes, service delivery, etc.</p>	
	<p>3. <u>Client Feedback Mechanism</u></p> <p>As the Department maintains a Client Feedback Mechanism, any negative feedback concerning outsourced personnel shall be communicated to the Contractor for appropriate action. The Contractor shall submit to the Department a compliance report on the action taken on said negative feedback within five (5) working days from the receipt of the Department's feedback.</p>	

ANNEX A

**PROPOSED DISTRIBUTION OF OUTSOURCED PERSONNEL
IN THE OFFICE OF CONSULAR AFFAIRS
FOR C.Y. 2021**

CONSULAR SITE	TOTAL
OCA-Aseana	152
Consular Offices in NCR	132
Regional/Provincial Consular Offices	66
Other Work Sites	
TOTAL	350

Distribution Plan

OFFICE / SITE	LOCATION	NO. OF CONTRACTED OUTSOURCED CONSULAR PERSONNEL	SUPERVISOR	TOTAL
I. OCA-Aseana				152
OCA - ASEANA	Macapagal Ave. Cor. Bradco Ave., Aseana Business Park, Parañaque City	150	2	152
II. Consular Offices in the NCR				132
DFA CO NCR-East at Mandaluyong	7/F SM Megamall Bldg. C, Edsa cor. J. Vargas Ave., Mandaluyong City	30	2	32
DFA CO NCR-West at Manila	5/F SM Manila, Concepcion St. cor. Arroceros and Sn. Marcelino, Manila	30	2	32
DFA CO NCR- South at Muntinlupa	4/F Metro Alabang Town Center, Alabang-Zapote	22	2	24

	Road, Muntinlupa City			
DFA CO NCR-Northeast at Quezon City	Ali Mall Araneta Center Cubao, Quezon City	30	2	32
DFA CO NCR-North at Novaliches	Robinsons Nova Market Brgy. Pasong Putik, Quirino Highway cor Maligaya, Novaliches, Quezon City	10	2	12
III. Provincial Consular Offices				66
DFA CO Cebu (Mandaue)	4/F Pacific Mall – Metro Mandaue, UN Avenue cor. MC Briones St., Brgy. Estancia, Mandaue City	22	2	24
DFA CO Davao	3/F SM City Davao, Quimpo Blvd., Ecoland Subd., Brgy. Matina, Davao City	16	2	18
DFA CO Pampanga	2/F Robinsons StarMills, San Fernando City, Pampanga	14	2	16
DFA CO Paniqui	Waltermart Paniqui, McArthur Highway, Brgy. Estacion, Paniqui, Tarlac	8		8
TOTAL NO. OF PERSONNEL				350

ANNEX B

BIDDING GUIDELINES FOR THE PROCUREMENT OF OUTSOURCED PERSONNEL

1. Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

2. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of a manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii)

Conformé:

[Signature/s]

[Name of Bidder’s Authorized Representative/s]

[Position]

[Date]