

Republic of the Philippines  
Department of Science and Technology Information  
**SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE**  
DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, Metro Manila

**CONTRACT AGREEMENT**  
**2021-011**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and executed by and between:

**SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII)**, a government institution under the Department of Science and Technology (DOST) with principal office and place of business at STII Building, DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, **RICHARD P. BURGOS**, who is duly authorized for this purpose, hereinafter referred to as "**DOST-STII**";

-and-

**FRONTLEARNERS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at 21 Maroon Cove, Almanza Dos, Las Piñas City, represented herein by its CEO and Authorized Representative, Ms. **MARIA ELAINE PEREZ DE VELEZ**, who is duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**".

**DOST-STII** and **CONTRACTOR** are referred as a "Party", or collectively the "Parties".

**WITNESSETH: That**

**WHEREAS**, **DOST-STII** is desirous that the **CONTRACTOR** execute the project, **1 LOT PROCUREMENT OF STARBOOKS CONTENT SUBSCRIPTION** hereinafter referred to as "**Project**" and **DOST-STII** accepted the Bid for **NINE HUNDRED NINETY-SIX THOUSAND PESOS ONLY (PHP 996,000.00)** by the **CONTRACTOR** for the completion of such **SCOPE** of **SERVICES** with complete and accurate **TECHNICAL SPECIFICATIONS**;

**NOW, THEREFORE**, the parties hereby agree as follows:

**ARTICLE I**  
**DEFINITION OF TERMS**

- A. **DOST-STII** or **STII** shall be one and the same representing the aforementioned institute or government entity and may be referred to as **DOST-STII**.
- B. **Project** refers to the **1 LOT PROCUREMENT OF STARBOOKS CONTENT SUBSCRIPTION**.
- C. **Contract** refers to this agreement including the contract documents.
- D. **Contract Documents** refer to the documents specified in Article III of this Contract.

- E. **Contract Amount** refers to the consideration which the **CONTRACTOR** shall be entitled to receive from **DOST-STII** under Article IV of this Contract. This amount is gross of taxes, fees and all other expenses to be shouldered/ incurred by the **CONTRACTOR** in relation to the contract.
- F. **Contractor** refers to **FRONTLEARNERS, INC.**
- G. **Force Majeure** refers to strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, earthquakes, storms, floods, pandemic, epidemic, civil disturbances, explosions or the issuance of any Government policy, rule or regulation, and other similar events, which are beyond the control of either party or which, with the exercise of due diligence, neither party can overcome.
- H. **Service** refers to the services to be performed by the **CONTRACTOR** in accordance with the terms and conditions of this Contract and the Contract Documents.

## ARTICLE II SCOPE OF DELIVERY AND SERVICES

The **CONTRACTOR** must supply and deliver the following:

- 1) Provide digital raw copy of the E-Learning Content (lessons, activity, and/or quizzes) of the following subjects to be uploaded to STARBOOKS server:
  - a) Grade 1-10 core subjects (Mathematics, Science, Araling Panlipunan, English Grammar, Filipino Gramatika, MAPEH);
  - b) SHS STEM Subjects;
    - i. Biology 1,
    - ii. Biology 2,
    - iii. Chemistry 1,
    - iv. Chemistry 2,
    - v. Physics 1,
    - vi. Physics 2,
    - vii. Pre-Calculus,
    - viii. Basic Calculus
  - c) College GEC Subjects;
    - i. Science, Technology, and Society,
    - ii. Mathematics in the Modern World,
    - iii. Ethics,
    - iv. Art Appreciation,
    - v. Purposive Communication,
    - vi. Readings in Philippine History,
    - vii. The Contemporary World,
    - viii. The Life and Works of Jose Rizal,
    - ix. Understanding the Self
  - d) SHS 17 core subjects;
  - e) Programme for International Student Assessment (PISA) Exam Readiness (Math, Science, Reading for Grade 8,9,10); and



- f) Trends in International Mathematics and Science Study (TIMSS) Exam Readiness for Grade 4 and Grade 8.
- 2) Ensure that the specified E-Learning contents are based on Department of Education (DepEd) curriculum guide (for SHS STEM subjects) and CHED Syllabi (for GEC core courses);
- 3) Provide url information of the materials for uploading to STARBOOKS database;
- 4) Provide unlimited use of the subscribed E-Learning content for two (2) years;
- 5) Provide technical assistance to DOST-STII, who is primarily responsible in the migration and uploading of the subscribed E- Learning content to STARBOOKS platforms;
  - a) Subscribed E-Learning content must be incorporated in STARBOOKS online portal where users can directly access it;
  - b) Subscribed E-Learning content must be accessible through STARBOOKS apps which must be connected to and retrieve the resources directly from STARBOOKS database; and
  - c) Subscribed E-Learning content must be incorporated in STARBOOKS offline installer that will be deployed in the next two years.
- 6) Observe the use on non-sexist/gender-sensitive language in all official documents, scripts, and communications under this project;
- 7) Use eco-friendly materials and must employ eco-friendly measures during production period.

\*Schedule of Delivery: Within **90 Calendar Days** from receipt of Notarized Contract.

### ARTICLE III CONTRACT DOCUMENTS

- A. The following documents shall be made integral parts of this Contract, as fully as if the contents of the said documents were reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement of both Parties in writing:
- 1. Invitation to Bid
  - 2. Bid Form
  - 3. Instruction to Bidders
  - 4. General and Special Conditions of Contract
  - 5. Technical Specifications
  - 6. Bid Data Sheet
  - 7. Bid Bulletins/Supplemental Notices (if there is any)
  - 8. Proof of Publication of Invitation to Bid
  - 9. **CONTRACTOR's** Bid Proposal containing the following:
    - a. PhilGEPS Platinum Registration
    - b. Statement of all ongoing government and private contracts, including contracts and single largest completed contract
    - c. NET Financial Contracting Capacity (NFCC) computation of committed Line of Credit
    - d. Bid Security Form
      - i. Bid Security Declaration
    - e. Omnibus Sworn Statement

f. Bid Prices in the Bid Schedule

- 10. Notice of Award of contract and **CONTRACTOR**'s conformity thereto
- 11. **DOST-STII**'s Certificate of Availability of Funds

- B. All Contract documents are and shall remain the properties of **DOST-STII**.
- C. The Contract Documents shall be complementary to each other and what is called for or prescribed by one shall be considered as if called for or prescribed by all. In case of any discrepancy between any of the Contract Documents or any defective description, error, omission or ambiguity in any of the Contract Documents, the **CONTRACTOR** shall, within thirty (30) days from the signing of the contract, submit the matter in writing to **DOST-STII**. **DOST-STII shall**, within a reasonable time, make a decision thereon in writing. Such decision by **DOST-STII shall** be final and binding upon the **CONTRACTOR** which shall proceed with the services strictly in accordance with such decision.
- D. **DOST-STII** shall have the right to furnish the **CONTRACTOR** during the progress of the work such instructions and documents as **DOST-STII** may deem necessary for the proper accomplishment of the work. All such instructions and documents, as well as any decision made by **DOST-STII** shall form integral parts of this Contract.
- E. In case of any irreconcilable conflict between this Contract Agreement and the provisions of any of the Contract Documents, the former shall prevail.

**ARTICLE IV  
CONSIDERATION**

For and in consideration of the full, satisfactory and faithful delivery and performance by the **CONTRACTOR** of all its obligations under this Contract, **DOST-STII** shall pay the **CONTRACTOR** the total amount of **NINE HUNDRED NINETY-SIX THOUSAND PESOS ONLY (PHP 996,000.00)**, inclusive of Value-Added Tax (VAT), as well as all expenses, fees and taxes, for obtaining the necessary licenses, permits and clearances from concerned government agencies.

**ARTICLE V  
MANNER OF PAYMENT**

**A. Billing**

- 1. Payments for billing submitted by the **CONTRACTOR** to **DOST-STII** shall be based on actual services and items satisfactorily delivered by the **CONTRACTOR** for the period covered as certified by the TWG and BAC and on the agreed lump sum or unit price for each item. The following shall be deducted from the billing statement:
  - a. Other deductions prescribed by existing laws, government rules and regulations in the manner set forth under such laws, rules and regulations.
  - b. In case of failure to make full delivery within the time specified, a penalty of 1/10 of 1% of the amount of the Contract for everyday of delay shall be imposed.



2. A one-time payment shall be processed within 15 Working Days upon receipt of Certificate of Acceptance from the Head of Procuring Entity (HoPE) for the **CONTRACTOR's final completion of delivery and billing.**

## ARTICLE VI COVENANTS OF STII AND CONTRACTOR

### A. DOST-STII covenants to do and perform the following:

1. Make available the amount representing total cost for all services and delivered items stipulated in Article II - Scope of Delivery and Services for payment in accordance with Article IV – Consideration and Article V - Manner of Payment.
2. Review, evaluate and approve or disapprove (as applicable) proposals and recommendations submitted by the **CONTRACTOR.**
3. Provide point person for proper coordination and supervision of the project;

### B. CONTRACTOR covenants to do and perform the following:

1. Comply for the quality and workmanship of the Project consistent with technical specifications and other contract documents.
2. Acts at all times to protect the interest of **DOST-STII** and take all reasonable steps to complete the Project within the schedule and within the contract amount.
3. The copyright of all Frontlearners content developed by Frontlearners should remain 100% owned by Frontlearners. But all the platforms that were developed by DOST-STII should remain to be 100% owned by DOST-STII.

## ARTICLE VII LIQUIDATED DAMAGES

- A. The pertinent provisions of RA 9184 and its IRR on liquidated damages and or breach in any of the provisions of the contract shall be applicable in case of inexcusable delay in the completion of the Project.
- B. **DOST-STII** need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, **DOST-STII** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the performance security filed by the **CONTRACTOR**, as **DOST-STII** may deem convenient and expeditious under the prevailing circumstances.

## ARTICLE VIII DISPUTE RESOLUTION

- A. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- B. During the pendency of any such dispute, the CONTRACTOR shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by DOST-STII.
- C. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004":

### **ARTICLE IX NON-WAIVER**

No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege.

### **ARTICLE X EFFECTIVITY**

This Contract shall run and be effective upon the execution of this Contract, up to and until the issuance by **DOST-STII** of a Certificate of Final Acceptance, unless sooner terminated by **DOST-STII** upon the occurrence of any of the grounds for termination specified under Article XI hereof. The representations and warranties of the **CONTRACTOR** shall survive the termination or expiration of this Contract.

### **ARTICLE XI TERMINATION OF CONTRACT**

- A. **DOST-STII** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this **Contract** in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner and non-compliance to any of the provisions stipulated herein. Further, **DOST-STII** shall have the right to procure/engage, upon such terms and manner as **DOST-STII** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.
- B. **DOST-STII** may terminate this **Contract**, after giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination, whenever it is determined by **DOST-STII** that the **CONTRACTOR** has engaged, before or during the implementation of this **Contract**, in unlawful deeds and behaviors relative to **Contract** acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:
  - 1. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act."
  - 2. Drawing up or using forged documents.
  - 3. Any other act analogous to the foregoing.
- C. Both **DOST-STII** and the **CONTRACTOR** is entitled to agree to cancel/terminate the contract (in whole or in part) in the occurrence of **Force Majeure**, provided that the



event (under definition of Force Majeure stated in the CONTRACT) has a direct effect on the deliverance of output/s stated on **ARTICLE II**.

- D. The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to **DOST-STII** under this **Contract** or the applicable laws.
- E. Subject to compliance with all documentary requirements, the provisions of RA 9184 and its IRR on suspension of work by the **CONTRACTOR** in case of non-payment by **DOST-STII** of certified payments within forty-five (45) calendar days shall apply.

## **ARTICLE XII INDEMNITY**

The **CONTRACTOR** shall indemnify **DOST-STII** against any loss, injury or damage either to person or property which **DOST-STII** may suffer by reason of the wilful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

## **ARTICLE XIII RELATION TO OTHER PARTIES**

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of **DOST-STII** or bind **DOST-STII** in any manner whatsoever. The **CONTRACTOR**'s personnel, representatives or staff shall not be construed as employees of **DOST-STII**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR**'s employees, representatives or staffs and **DOST-STII**.

## **ARTICLE XIV GENERAL PROVISION**

- A. **Separability** - If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the other stipulations, clauses, terms and conditions hereof shall not be affected thereby.
- B. **Modification** - The parties hereby agree to amend or modify any provision of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

- A. The parties represent that they have the requisite power, authority, and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions hereof.
- B. **Binding Effect/Assignment of Rights** – This **Contract** shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any manner,

directly or indirectly, assign, or transfer its rights and obligations under this **Contract** without the written approval of **DOST-STII**.

- C. Governing Law and Language – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the “Government Procurement Reform Act” and other applicable laws, rules and regulations.
- D. Observance and usage of non-sexist/gender-sensitive language in all official documents and communications under this project shall be enforced all the time.
- E. Documents Incorporated – The provisions of this **Contract** shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- F. Venue of Action - It is hereby agreed that any and all actions that shall arise from this **Contract** shall be instituted and tried before the proper court (s) of the City of Taguig only.
- G. Attorney’s Fees - In the event that **DOST-STII** is compelled to seek judicial relief to enforce the provisions of this **Contract**, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- H. Nothing herein shall in any way be construed to limit the over-all responsibility of the CONTRACTOR for the performance of the obligations herein and CONTRACTOR's liability for any violation of this Contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2021, Taguig City, Metro Manila.

**DOST-SCIENCE AND TECHNOLOGY  
INFORMATION INSTITUTE (DOST-STII)**

**FRONTLEARNERS, INC.**

By:

  
**RICHARD P. BURGOS**  
Director, DOST-STII

By:

  
**MARIA ELAINE PEREZ DE VELEZ**  
CEO & Authorized Representative





**SIGNED IN THE PRESENCE OF:**

**ARLENE E. CENTENO**  
Chief, Finance & Administrative Division

**ALAN C. TAULE**  
Chairperson,  
Bids and Awards Committee  
Chief SRS, IRAD

**CERTIFIED AVAILABILITY OF FUNDS:**

**JAQUELINE C. BALLESTEROS**  
Administrative Officer V

**MA. AURORA FE L. DAYANGCO**  
Accountant III

**ACKNOWLEDGMENT**

Republic of the Philippines)  
**TAGUIG CITY** ) S.S.

BEFORE ME, Notary Public for and in **TAGUIG CITY**, Philippines personally appeared:

**RICHARD P. BURGOS** Valid ID No. \_\_\_\_\_  
Date/Place of Issue \_\_\_\_\_

**MARIA ELAINE P. DE VELEZ** Valid ID No. Passport ID No. P4340195A  
Date/Place of Issue: 9/17/17/ DFA NCR South

known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free and voluntary act and deed in the capacity in which they appeared.

The foregoing Contract consists of \_\_\_\_ (\_\_) pages including this page on which the acknowledgment is written and duly signed by the parties and its witnesses of the instrument and on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal at **TAGUIG CITY** this 22 SEP 2021 day of \_\_\_\_\_ 2021.

**NOTARY PUBLIC**

**RACHEL GINATA W. COPANUT-PANGWI**  
NOTARY PUBLIC UNTIL DEC. 31, 2021  
Notarial Commission Appt. No. 10 (2020-2021)  
2/F Pacura Bldg. #427 ML Quezon Ave., Lower Bicutan, T.C.  
PTR No. A-5063211/1-4-21, Taguig City  
IBP O R No. 137056/12-29-2020, RSM  
MCLE Comp No. VI-0019686/3-1-2019, ROLL No. 61627

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