

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**  
**2021-014**

**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-

**PEOPLE DYNAMICS, INC.**, a company 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 102 OMM-Citra Bldg., 39 San Miguel Avenue, Ortigas Center, Pasig City represented herein by its Corporate Secretary, Ms. **MARIA VICTORIA T. ESTACIO**, 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, "**PROCUREMENT OF CONSULTING SERVICES FOR THE LEARNING AND DEVELOPMENT COURSES**" hereinafter referred to as "**Project**" and **DOST-STII** accepted the Bid for **ONE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (PHP1,532.832.00)** by the **CONTRACTOR** for the completion of such **SCOPE** of **SERVICES** with complete and accurate Terms of Reference;

**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 "**PROCUREMENT OF CONSULTING SERVICES FOR THE LEARNING AND DEVELOPMENT COURSES**".
- C. **Contract** refers to this agreement including the contract documents.
- D. **Contract Documents** refers 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 **PEOPLE DYNAMICS, 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 SERVICES**

The **CONTRACTOR** must render the following:

1. Provide:
  - Consultant/Resource Speaker
  - Interactive workshops
  - Instructional Materials
2. Prepare / Formulate:
  - Tailor-fit training modules for the DOST participants
  - Certificates of Participation
3. Conduct and facilitate the training workshop of the following courses:

Courses	Schedule
<p><b>Training Needs Analysis</b></p> <p>The Training Needs Analysis (TNA) program is a course that aims to equip the Learning and Development (L&amp;D) Professionals who find the need to refine or strengthen their competencies in preparing a TNA and Learning Evaluation plan and identify as well as develop the appropriate data gathering methodologies. The course aims to introduce the practitioner to the importance of measuring and evaluating learning. This is followed through by teaching the basics of research methodology and its place in the L&amp;D function. It is enforced by introducing Kirkpatrick's 4 Levels of Evaluation, Alliger's Augmented Levels of Effectiveness Model as a framework for the creation of an L&amp;D Evaluation Plan.</p>	TBA
<p><b>Training Design and Curation</b></p> <p>This course on The Training Curation and Design is designed for Learning and Development (L&amp;D) practitioners who see the need to refine or strengthen their competency in training design. It will cover all the key</p>	TBA

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elements of the training design process, using the ADDIE (Analysis-Design Development-Implementation-Evaluation) Model of Instructional Systems Development (ISD).	
<p><b>Facilitating Skills Training</b></p> <p>Facilitation Skills Training is a course that aims to equip the Learning and Development (L&amp;D) professionals who see the need to refine or strengthen their competencies in facilitating an L&amp;D function. The course will equip the L&amp;D professional with specific knowledge, skills, and tools based on global best practices and adult Learning Principles to successfully facilitate a wide range of learning methods in a learning function.</p>	TBA
<p><b>Managing Learning and Development Function</b></p> <p>The Managing the Training and Development Function training is a course that aims to provide leaders with the fundamental management skills to manage T&amp;D more strategically and efficiently using global best practices. The scope of this training is designed to be a base level program covering the fundamental management skills set requirement of those who manage the T&amp;D function. The training is tool-based and skills oriented with a focus on transferring basic skills and know-how in managing the T&amp;D function. Participants will be able to develop and implement learning strategies that will encourage the creation of a "learning organization" with impactful T&amp;D systems and programs.</p>	TBA
<p><b>4- Levels of Evaluation</b></p> <p>This three-day course on the Four Levels of Evaluation is designed for Learning and Development (L&amp;D) practitioners who see the need to refine or strengthen their competency in training evaluation. It will cover the necessary context to evaluating training programs using Donald Kirkpatrick's Four Levels of Evaluation, as well as the need to align training to organizational needs using Dana Gaines Robinson's Four Types of Needs in an Organization.</p>	TBA

**ARTICLE III  
GENERAL CONDITIONS**

**1. Learning Methodology**

The training will be purely virtual using Zoom and the Training Provider's eLearning platform. The following methodologies will be conducted:

1. Lecture and Discussion
2. Synchronous and Asynchronous Activities
3. Individual Assignment & Personal Reflection
4. Group Assignment




## 2. PROJECT DELIVERABLES AND TIMELINES

The contract shall be completed until the end of December 2021 to commence upon the issuance of Notice to Proceed. The consultant shall conduct the training activities to 45 participants with expected deliverables.

### ARTICLE IV 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. Request for Expression of Interest (REI)
  2. Bid Form
  3. Instruction to Bidders
  4. General and Special Conditions of Contract
  5. Terms of Reference (TOR)
  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. Notarized Omnibus Sworn Statement
    - f. Notarized Curriculum Vitae
    - g. Civil Service Accreditation Certificate
    - h. Bid Prices in the Bid Schedule
  10. Notice of Award of contract and **CONTRACTOR's** conformity thereto
  11. Performance Security
  12. **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 V  
CONSIDERATION**

For and in consideration of the full, satisfactory and faithful performance by the **CONTRACTOR** of all its obligations under this Contract, **DOST-STII** shall pay the **CONTRACTOR** the total amount of **ONE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (PHP1,532.832.00)**, inclusive of Value-Added Tax (VAT) and other taxes, charged to DOST-Human Resource Development Program (HRDP) Funds under Training: Learning and Development Courses.

**ARTICLE VI  
MANNER OF PAYMENT**

**A. Billing**

1. Payments for billing submitted by the **CONTRACTOR** to **DOST-STII** shall be based on actual services satisfactorily completed 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 of work. 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. 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 submission of deliverables and billing** divided in the following tranches:

Particulars	Payment Tranches
Upon Submission of Complete Training Course Report on Training Needs Analysis	20%
Upon Submission of Complete Training Course Report on Training Design and Curation	20%
Upon Submission of Complete Training Course Report on Facilitating Skills Training	20%
Upon Submission of Complete Training Course Report on Managing Learning and Development Function	15%
Upon Submission of Complete Training Course Report on 4- Levels of Evaluation	20%
Upon Submission of Full Documentation/ Terminal Report	5%



**ARTICLE VII  
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 items of work stipulated in Article II - Scope of 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 information requirements to the consultants.
4. Coordinate with the participants on schedules, availability of materials, etc.
5. Provide feedback on reports as needed.
6. Pay the Service Provider based from the received quotation as per agreed payment terms (subject to usual accounting and auditing rules and regulations).

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

1. Comply for the quality and workmanship of the Project consistent with terms of reference 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. Formulate/design a training course with asset outcome that training participants are duly equipped with competencies required for better performance of their Learning and Development functions;
4. In the event of absence, ensure that a substitute consultant/resource speaker continues the training workshop;
5. Coordinate closely with the STII FAD-Human Resource Section for other training concerns that may arise;
6. Run the entire training course with necessary tools, worksheets, and evaluation forms that are gender sensitive.
7. Observe the sessions as much as possible.
8. Ensure that participants' rating is consolidated and submitted on time.
9. Identifying and raising any issue/concern beyond the scope of the project but relevant to the company/s' ability to achieve its objectives.
10. Ensure the timely submission of training reports.

**ARTICLE VIII  
BONDS AND INSURANCES**

**A. Performance Security**

Within ten (10) days from receipt of the Notice of Award from **DOST-STII**, the **CONTRACTOR** shall post its performance security in favor of **DOST-STII** in the manner, amount and form specified below, which shall be valid until issuance of the Certificate of Final Acceptance of the Project and which shall guarantee the faithful and complete performance by the **CONTRACTOR** of the Services as well as the other obligations of the **CONTRACTOR** under this Contract:


1. Thirty percent (30%) of the Contract Amount, if in the form of a surety bond issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
2. Ten percent (10%) of the Contract Amount, if in the form of an irrevocable letter of credit issued by a universal or commercial bank.
3. Five percent (5%) of the Contract Amount, if in the form of cash, cashier's/manager's check, bank draft/guarantee confirmed by a universal or commercial bank.

#### B. Renewal of Bonds and Securities

In the execution of the performance security/surety under Article VIII of the Contract, the effectivity of the surety bonds shall be co-terminus with the final completion of the project. The **CONTRACTOR** shall cause the renewal of any of the bonds and securities herein require whenever such security shall be necessary and applicable as determined by **DOST-STII**.

#### C. Replacement of Bonds and Securities

Should any security and surety bond for the performance of this Contract expire or become unacceptable to **DOST-STII** during the effectivity of the Contract, the **CONTRACTOR** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

#### D. Release of Bonds and Securities

The performance security and other surety bonds under this contract may be released by **DOST-STII** after the issuance of the Certificate of Completion of the contract, provided that there are no claims for services, labor, and materials filed against the **CONTRACTOR** or the surety company.

### ARTICLE IX 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 X 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 XI 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 XII EFFECTIVITY**

This Contract shall run and be effective as indicated in the Notice to Proceed to be issued by **DOST-STII** 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 XIII hereof. The representations and warranties of the **CONTRACTOR** shall survive the termination or expiration of this Contract.

#### **ARTICLE XIII SUSPENSION OF WORK / 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 XIV 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 willful, 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 XV 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 XVI 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 XVII 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)**

**PEOPLE DYNAMICS, INC.**

By:

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

By:

  
**MARIA VICTORIA T. ESTACIO**  
Corporate Secretary

**SIGNED IN THE PRESENCE OF:**

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

  
**ALAN C. TAULE**  
Chairperson,  
Bids and Awards Committee

CERTIFIED AVAILABILITY OF FUNDS:

  
JAQUELINE C. BALLESTEROS  
Administrative Officer V

  
MA. AURORA FEL. 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. Passport No. S0004920A  
Date/Place of Issue: 08/02/2017 – DFA Manila  
**MARIA VICTORIA T. ESTACIO** Valid ID No. UMID-0111-4783351-1  
Date/Place of Issue Quezon City

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 19 OCT 2021 day of \_\_\_\_\_ 2021.

NOTARY PUBLIC

  
**RACHEL GINAYA W. COPANUT-PANGWI**  
NOTARY PUBLIC UNTIL DEC. 31, 2021  
Notarial Commission Appt. No. 10 (2020-2021)  
2/F Pocuro Bldg. #427 ML Quezon Ave., Lower Bicutan, TC  
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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