

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on OCT 05 2023, 2023 in Pasay City by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as **DFA**), a government agency with principal office address at 2330 Roxas Boulevard, Pasay City represented herein by **HON. ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity;

AND

ACTSAFE, HEALTH AND ENVIRONMENTAL CORP., (hereinafter referred to as **ACTSAFE**), with postal address 121 JMK BLDG. 3rd Floor, Bungad, West Avenue, Quezon City, represented herein by **MICHELLE I. CRUZ**, (AVP Admin and Finance);

-WITNESSETH-

WHEREAS, DFA is tasked to promote a safe and healthy work environment protecting its employees from the dangers of injury, sickness, or death in the workplace,

WHEREAS, in compliance with Joint Memorandum Circular No. 1, s. 2020 entitled Occupational Safety and Health (OSH) Standards for the Public Sector issued by the Civil Service Commission (CSC), in coordination with the Department of Health (DOH) and the Department of Labor and Employment (DOLE), DFA intends to conduct *Basic Occupational Safety and Health (BOSH) Training* for CY 2023;

WHEREAS, DFA seeks to hire a competent and established provider to run the Department's *Basic Occupational Safety and Health (BOSH) Training for SO1*;

WHEREAS, **ACTSAFE** represents itself as a provider of Quality Training in Safety, Health, Environment, Management System (QMS, OSHMS, FSMS, EMS), Technical Education and Skills Certification and Continuing Professional Education;

WHEREAS, **ACTSAFE** is duly authorized to engage in the business of providing services and training facilitators and has the capacity to render the services required by the DFA for this program;

WHEREAS, DFA decided to engage **ACTSAFE** to conduct the Department's *Basic*



Occupational Safety and Health (BOSH) Training for SO1;

WHEREAS, upon the recommendation of Bids and Awards Committee (BAC), DFA awarded the contract for the conduct of the “*Basic Occupational Safety and Health (BOSH) Training for SO1*” to **ACTSAFE** per BAC Resolution No. HQ-229-23 adopted on 5th day of October 2023, a copy of the Notice of Award is attached herewith as ANNEX “A.”

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

I. OBJECTIVE

The **DFA** and **ACTSAFE** agree to run a series of seminars for the conduct of “*Basic Occupational Safety and Health (BOSH) Training for SO1*” for **CY 2023** (hereinafter, the **Contract Period**) for DFA personnel following the seminar schedule below:

Batch 1 (Face-to-Face)	
AM to PM (8 hrs)	Home Office and Consular Offices-NCR (45 pax)
Batch 2 (Face-to-Face)	
AM to PM (8 hrs)	Home Office and Consular Offices-NCR (45 pax)

SESSION 1 (Online Training)	
AM (4 hrs)	RCOs, FSPs in the Americas, Asia and Pacific
PM (4 hrs)	FSPs in Europe, Middle East and Africa
SESSION 2 (Online Training)	
AM (4 hrs)	RCOs, FSPs in the Americas, Asia and Pacific
PM (4 hrs)	FSPs in Europe, Middle East and Africa



With the establishment of the Department’s Occupational Safety and Health Committee, the *Basic Occupational Safety and Health (BOSH) Training for SO1* is designed as a seminar to equip participants with basic knowledge and skills on identifying safety, health, and environmental hazards; determining appropriate control measures, and developing and implementing OSH policies and programs.

II. OBLIGATIONS OF THE PARTIES

1. Obligations of ACTSAFE:

- a. **ACTSAFE** shall develop and conduct a training seminar specifically designed for the conduct of the "Basic Occupational Safety and Health (BOSH) Training for SO1" within the Contract Period.
 - a.1 The main purpose of the Basic Occupational Safety and Health (BOSH) Training is to equip participants with the basic knowledge and skills on identifying safety, health, and environmental hazards.
 - a.2 **ACTSAFE** shall provide sufficient modules needed for the entirety of the seminar.
 - a.3 Following the completion of the seminar, **ACTSAFE** shall prepare a Summary Report containing the necessary post-seminar evaluations and policy recommendations required by DFA.
- b. **ACTSAFE** shall not use for commercial purposes, the name, logo, official seal, or other identification of the DFA or without its prior written consent and approval, and in accordance with the required specifications;
- c. **ACTSAFE** shall immediately report to the DFA in writing any problems encountered which may endanger or obstruct the implementation of this Contract and/or the "Basic Occupational Safety and Health (BOSH) Training for SO1", and its proposed solutions;
- d. **ACTSAFE** shall submit to the DFA all documents required for the processing of the payment and other deliverables or documentations as may be necessary for the implementation of this Contract and the "Basic Occupational Safety and Health (BOSH) Training for SO1";
- e. **ACTSAFE** shall ensure that all materials used for the "Basic Occupational Safety and Health (BOSH) Training for SO1" will be reasonably faithful to the concept, shall be subject to the vetting and approval of the DFA, and that no commercial advertising shall be made; and
- f. **ACTSAFE** shall ensure that permits or written authorizations are secured from the appropriate authorities and proper citation is made for the use of any other materials not otherwise owned or provided by the DFA, which are protected under intellectual property laws, prior to their usage;";



2. Obligations of DFA:

- a. DFA shall provide **ACTSAFE** with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the seminar, coordinating with the participants, arranging for the venue of the seminar, and other logistical preparations, and preparing the proper forms for DFA personnel to be able to evaluate **ACTSAFE** performance.
- b. DFA shall provide alternative coordinators if needed, to ensure that the full scope of services in the contract have been availed in the course of the seminar, and to prevent circumstances that may impede the completion of the seminar.
- c. DFA shall accept, review, and approve the outputs and deliverables of the Second Party, including its design of the seminar, modules, and materials, and approve the same upon assessment of its compliance and satisfaction with its requirements;
- d. Upon **ACTSAFE**'s request, DFA shall provide relevant resource materials to be used in the design and conduct of the seminar and its modules;
- e. Provide the full payment in accordance with Paragraph III for the services rendered by **ACTSAFE**”;

III. CONTRACT PRICE AND PAYMENT

- a. For services mentioned in Paragraph II of this Contract, DFA shall pay **Php 150,000.00** the following fees, inclusive of out-of-pocket expenses, contingency fund, VAT and other applicable taxes:

Basic Occupational Safety and Health Training for SO1	
Php 150,000.00	
Total	Php 150,000.00

a.1 In no case shall the total payment to **ACTSAFE** exceed the contract price of **Php 150,000.00**

a.2 Payment shall be made in accordance with existing accounting, auditing, budgeting and procurement laws, rules and regulations.

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- b. Costs related to operations, such as the venue of the session, materials, food and miscellaneous expenses, shall be for the account of the DFA.
- c. **ACTSAFE** shall bill DFA after the seminar has been rendered.
- d. The DFA shall pay **ACTSAFE** by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within thirty (30) days from receipt of the invoice and complete supporting documents. The LDDAP shall be payable to:

ACTSAFE, HEALTH AND ENVIRONMENTAL CORP.

Account Name: ACTSAFE, HEALTH AND ENVIRONMENTAL CORP.

Account Number: 003638013927

Bank Name: BDO UNIBANK INC.

Bank Branch/Address: BDO WEST TRADE CENTER, WEST AVE.
QUEZON CITY

- e. Payment shall be made in accordance with existing accounting, auditing, budgeting and procurement, laws, rules and regulations.
- f. **ACTSAFE** shall issue an official receipt to the DFA for the payment made, as proof and acknowledgment of receipt of such payment.

IV. INTELLECTUAL PROPERTY

ACTSAFE shall retain ownership of all intellectual property rights over the content of all modules included in the seminar. **ACTSAFE** and DFA shall retain the right to confidentiality of any and all materials, evaluations, and activity results. **ACTSAFE** and DFA shall also retain property rights to the materials used in the seminar, the reports and evaluations from the seminar, and the information from the seminar subject to the confidentiality provision under Paragraph VI of this Contract.

V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between DFA and **ACTSAFE** and vice-versa. Accordingly, neither Party shall be in any way liable or responsible for any personal injury or damage, sustained or caused by any of the personnel provided by the other party, during the lawful performance of their duties.

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VI. CONFIDENTIALITY OF INFORMATION

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

VII. REPRESENTATIONS/AMENDMENTS

The terms and conditions of this Contract may be amended, altered, and/or revised by written instrument signed by the Parties or their authorized representatives.

VIII. ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Project without the written consent of the other.

IX. SEPARABILITY

The Parties agree that if any provision of this Contract is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this contract and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.

This Contract supersedes, defeats, alters, controls or otherwise renders inoperative any and all previous agreements executed between the parties and may not be further modified, altered, or amended in any manner except by agreement in writing duly executed by the parties hereto.

 This Contract shall be governed by and construed according to the laws of the Republic of the Philippines.

X. EXCLUSIVE JURISDICTION

In the event of any dispute or difference arising between the Parties in connection with this Contract or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. In the event that an amicable settlement cannot be achieved, the Parties agree to settle the matter with finality by submitting the same for arbitration which shall be conducted by one (1) arbitrator to be appointed by the President of PDRCI and in accordance with the subsisting rules of the Philippine Dispute Resolution Center, Inc. (PDRCI). The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept

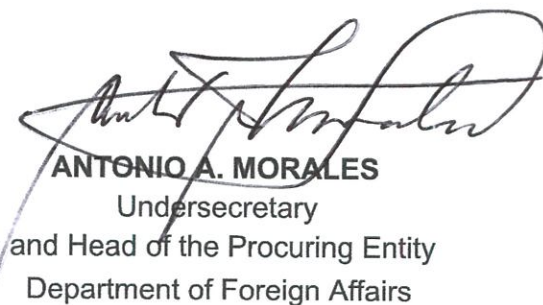
confidential, shall be made in the English language, and governed by Philippine law. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent DFA from applying to a court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights subject of the dispute.

XI. EFFECTIVITY AND TERM OF THE CONTRACT


This Contract shall take effect upon its signing by both Parties, and shall be valid until the completion of the scheduled seminar and the Parties' fulfillment of their respective obligations, unless earlier terminated by either Party through written notice at least fifteen (15) days prior to the intended date of such termination. Upon such termination, the DFA shall have the right to take immediate possession of all data and materials pertaining to the seminar and this Contract, as far as practicable, at the sole expense of ACTSAFE, and without prejudice to the enforcement of procurement rules and regulations on pre- termination and other available remedies.

IN WITNESS WHEREOF, the Parties through their authorized representatives, have signed this Contract on the date and place above written.

XII.

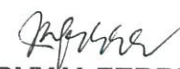


ANTONIO A. MORALES
Undersecretary
and Head of the Procuring Entity
Department of Foreign Affairs



MICHELLE I. CRUZ
AVP Admin and Finance
ACTSAFE, HEALTH AND
ENVIRONMENTAL CORP.

Signed in the presence of:



JOVY V. FERRER
Chief Accountant, OFMS
Department of Foreign Affairs



CHRISTOPHER B. MONTERO
Assistant Secretary, HRMO
Department of Foreign Affairs

ACKNOWLEDGMENT

Republic of the Philippines)
City of Pasay **QUEZON CITY**) S.S.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on OCT 25 2023 2023 personally appeared **ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and **ACTSAFE**, represented by **MICHELLE I. CRUZ**, (AVP Admin and Finance), known to me to be the same persons who executed the CONTRACT consisting of six (6) pages including the page on which this acknowledgement is written. All pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES, DFA Representative	D0009237A	DFA MANILA	07 DEC 2021
MICHELLE I. CRUZ ACTSAFE AVP Admin and Finance	GSIS ID 0111-6325495-4	N/A	N/A

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IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

NOTARY PUBLIC

Doc. No. 376 ;
Page No. 69 ;
Book No. XLVIII ;
Series of 2023

ATTY. ROGERIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR O.R. No. 3916669 D 01/03/2023 / Reli No. 33832 / TIN # 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.