

CONTRACT FOR SERVICES

THE PUBLIC IS INFORMED:

This Contract is entered into on 10 July 2024 in Pasay City by and between:

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

AND

TRIAD PSYCHOLOGICAL TESTING AND REVIEW CENTER (hereinafter referred to as the Second Party) with postal address 1217 I. Delos Reyes St., Sampaloc 1008, Manila, represented herein by **CELY D. MAGPANTAY**, Owner;

Collectively referred to as the **Parties**.

-WITNESSETH-

WHEREAS, the First Party seeks to hire a competent and established provider of consulting services to conduct PWD Workshops/Seminars/Trainings for CY 2024;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract for the conduct *PWD Workshops/Seminars/Trainings* to TRIAD Psychological Testing and Review Center per BAC Resolution No. (H0-173-24) adopted on (10 JULY 2024). A copy of the Notice of Award is attached herewith as ANNEX A;

WHEREAS, the Second Party is duly authorized to engage in the business of providing consulting services and has the capacity to render the services required by the DFA for its program;

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

I. OBJECTIVE

The Parties agree to run a series of programs for the conduct of "PWD Workshops/Seminars/Trainings" for DFA personnel.

The PWD Workshops/Seminars/Trainings are designed to comprise of three (3) workshops/seminars/trainings to be conducted across key DFA Offices for the purpose of teaching DFA personnel on how to effectively communicate and interact with persons with disabilities, provide appropriate support and promote an inclusive environment through a rights-based approach.

II. OBLIGATIONS OF THE PARTIES

1. Obligations of the Second Party:

a. The Second Party shall develop and conduct the following workshops/seminars/trainings specifically designed for the conduct of the "*Workshops/Seminars/Trainings related to Persons with Disabilities*" within the Contract Period. The target audience and content for the wellness program shall be agreed upon in writing by the Parties, and shall be considered as an integral part of this Agreement.

Program Title	Learning Modality and Target No. of Participants	Duration
WELLNESS TALK/ Disability Sensitivity and Awareness In the Workplace	Virtual Up to 100 pax	2 hours
TRAINING/ Basic Sign Language Training	Virtual Up to 50 pax	2 hours
WELLNESS TALK/ Mental Health 101 for PWDs	Onsite Up to 15 pax	2 hours

b. The main purpose of the PWD Workshops/Seminars/Trainings is to surface discussions on understanding disability and its paradigms, international treaties, local laws, and rights of persons with disabilities. The focus will be on how to communicate, interact with people with disabilities, and provide appropriate support taking into consideration the various types of disability to include persons with physical disability, blind persons, people with speech impairment and those with non-apparent disability such as deaf persons, hard of hearing and persons in the autism spectrum, learning disability, intellectual disability, and psychosocial disability. It will also build knowledge and confidence of personnel with disabilities and their household members on how to make informed decisions in their everyday lives.

c. The specific date, venue/platform, and content for the session shall be agreed upon by both Parties before the commencement of the program.

d. The Second party shall provide sufficient modules needed for the entirety of the workshop/seminar/training.

e. Following the completion of each workshop/seminar/training, the Second Party shall prepare a Summary Report containing the necessary post-training evaluations and policy recommendations.

2. Obligations of DFA:

The First Party shall provide the Second Party with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the workshop/seminar/training, coordinating with the training participants, arranging for the venue of the training, and other logistical preparations, and preparing the proper feedback forms for DFA personnel to evaluate the Second Party's performance.

III. CONTRACT PRICE AND PAYMENT

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

Title of Workshop/Seminar/Training	Amount Inclusive of VAT and other applicable taxes
ONLINE WELLNESS TALK/ Disability Sensitivity and Awareness in the Workplace	Php 35,000.00
ONLINE TRAINING/ Basic Sign Language Training	Php 30,000.00
ONSITE WELLNESS TALK/ Mental Health 101 for PWDs	Php 35,000.00

Total:	Php 100,000.00 <i>*inclusive of VAT and other applicable taxes</i>
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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. The Second Party shall bill the First Party after each workshop/ seminar/ training has been rendered. The Second Party must issue said certification for each billing; otherwise, the certification shall only be issued for the single and final billing.

d. The First Party shall pay the Second Party by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days from the First Party's receipt of the Second Party's billing for services rendered and any other documents that may be required by the First Party's Office of Financial Management Services (OFMS) for the processing of payment. The LDDAP shall be payable to:

Account Name: Triad Psychological Testing and Review Center
Bank Name: Banco de Oro (BDO)
Account no.: 0000-5022-3143
Bank Branch: BDO España

e. Payment is inclusive of all applicable taxes and other lawful charges. In no case shall the payment to the Second Party exceed the amount stated under III. a of this Contract.

f. The Second Party shall issue an official receipt for the payment made by the First Party. All payments shall be in accord with government audit and accounting laws, rules, and regulations.

IV. INTELLECTUAL PROPERTY

The Second Party shall retain ownership of all intellectual property rights over the content of all modules included in the PWD Workshops/Seminars/Trainings.

V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between First Part and Second Party. 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 of the other party during the lawful performance of their duties.

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 the prior 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. DISPUTE AND SETTLEMENT

This Contract shall be governed, construed and enforced in accordance with Philippine laws, rules and regulations.


The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations. In the event that an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on

the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Contract shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.

IX. SEPARABILITY

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

X. THIRD PARTY CONTRACT




Any other contract or agreement entered into by the Second Party and a third party shall be exclusively between such parties, to the exclusion of the First Party. The Second Party warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the program. The Second Party agrees to assume, as it hereby assumes, all liabilities for any such loss or damage and undertakes to have any claim against the DFA arising out of third-party complaints of any nature in relation to the program filed before any court, agency or tribunal dismissed, and should the DFA be made to pay for damages or losses caused, to reimburse or indemnify the DFA, and to pay any expenses incurred as a result, subject to government audit and accounting rules and regulations.

XI. EFFECTIVITY AND TERM OF THE CONTRACT

This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period as provided in Paragraph I herein, unless extended by written approval of the parties. This Agreement may be pre-terminated by either Party for cause and with at least ten (10) days prior notice in writing.

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




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



CELY D. MAGPANTAY
Owner
Triad Psychological Testing and Review Center

Signed in the presence of:



DOMINGO P. NOLASCO
Assistant Secretary, OFMS
Department of Foreign Affairs



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



MINDARADAT R. MAMAD
Chief Accountant
Department of Foreign Affairs

ACKNOWLEDGMENT

Republic of the Philippines)
City of Pasay) S.S.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ 2024 personally appeared **ANTONIO A. MORALES**, Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and **TRIAD Psychological Testing and Review Center**, represented by **CELY D. MAGPANTAY**, Owner, known to me to be the same persons who executed the CONTRACT consisting of six (6) pages including the page on which this acknowledgment 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	DIPLOMATIC PASSPORT D0013516A	DFA MANILA	08 MAR 2024
CELY D. MAGPANTAY Triad Psychological Testing and Review Center Representative	PROFESSIONAL ID CARD 0000227		07 09 2013

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

Doc. No. 467 ;
Page No. 94 ;
Book No. J ;
Series of 2024.

NOTARY PUBLIC
ATTY. GARY CAMITAN AURE
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 60777 IBP LIFETIME NO. 24599-02/02/2016, PASIG CITY
PTR NO. 1527767-01/02/2024
COMMISSION NO. 2023-013-01/01/2023 UNTIL DEC. 31, 2024
MCLE NO. VII-0001640-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C.
OFFICE, BURGUNDY TOWER BUILDING PLAZA TAFT AVE., MALATE MNL.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS



BIDS AND AWARDS COMMITTEE

BAC Resolution No. HO-173-24

RESOLUTION RECOMMENDING, BY REFERENDUM, AWARD OF CONTRACT THROUGH NEGOTIATED PROCUREMENT UNDER SECTION 53.9 (SMALL VALUE PROCUREMENT) FOR THE PROCUREMENT OF TRAINING PROVIDER FOR THE CONDUCT OF A SERIES OF WORKSHOPS/SEMINARS/TRAININGS RELATED TO PERSONS WITH DISABILITIES (PWD)

WHEREAS, the Human Resource Management Office ("HRMO") intends to procure training provider for the conduct of a series of workshops/seminars/trainings related to Persons with Disabilities ("PWD") for the Department of Foreign Affairs ("DFA") personnel and their household members;

WHEREAS, the procurement of training provider for the conduct of a series of workshops/seminars/trainings related to PWD, as listed under Purchase Request No. 06-06424, with an Approved Budget for the Contract ("ABC") of *One Hundred Thousand Pesos* (PhP 100,000.00) only, chargeable against HRMO's FY 2024 MOOE under Training Expenses, is included in the Department's Annual Procurement Plan ("APP") for FY 2024;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations ("IRR") of Republic Act ("RA") No. 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative method of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (PhP 1,000,000.00) as prescribed in Annex "H" thereof;

WHEREAS, Part IV, Item A, Annex "H" of the IRR allows the Procuring Entity to change the mode of procurement, if the original mode in the Annual Procurement Plan can no longer be pursued;

WHEREAS, pursuant to Item No. (V)(D)(8)(b)(iii) of Annex "H" of the 2016 revised IRR of RA 9184, a Request for Quotation ("RFQ") was posted on the Philippine Government Electronic Procurement System ("PhilGEPS") website for at least three (3) consecutive days, starting from 27 June 2024 to 02 July 2024;


WHEREAS, in compliance with Item No. (V)(D)(8)(b)(ii), Annex "H" of the IRR, RFQs were sent to at least three (3) potential suppliers/contractors, namely: Leonard Cheshire Disability Philippines Foundation, Inc.; NORFIL Foundation Inc.; and Triad Psychological Testing and Review Center;


WHEREAS, in response to the solicitation of offers, a single calculated and responsive quotation was received from ***Triad Psychological Testing and Review Center***, in the amount of *One Hundred Thousand Pesos* (PhP 100,000.00) only;

NOW, THEREFORE, we, the Members of the Bids and Awards Committee of the Department, **RESOLVE** to **RECOMMEND** to the Head of the Procuring Entity ("HoPE") resort to Negotiated Procurement under Section 53.9 (Small Value Procurement) as the alternative method of procurement for the procurement of training provider for the conduct of a series of workshops/seminars/trainings related to PWD to ***Triad Psychological Testing and Review Center***, subject to the abovementioned requirements, and provided that existing auditing rules and regulations shall be strictly observed by the end-user.

ADOPTED, this 10th day of July 2024, Pasay City.


EDGAR B. BADAJOS
BAC Chairperson

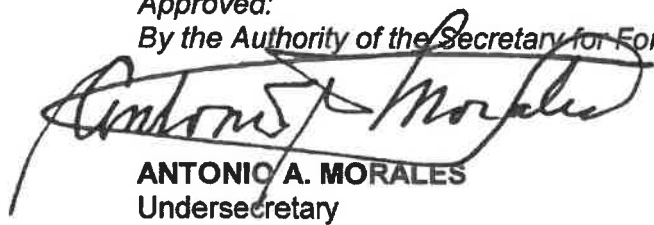
Digitally signed by Arvic V. Arevalo

ARVIC V. AREVALO
BAC Vice Chairperson


PAULO V. SARET
BAC Member


NADINE ROSARIO M. MORALES
BAC Member


GREG MARIE C. MARIÑO
Representative of the End-user

Approved:
By the Authority of the Secretary for Foreign Affairs:


ANTONIO A. MORALES
Undersecretary
and Head of the Procuring Entity



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS
NOTICE OF AWARD



10 July 2024

Sir/Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee ("BAC") of the Department of Foreign Affairs ("DFA") as contained in its Resolution No. **HO-173-24**, the DFA is awarding the contract on the following project/procurement to your firm, ***Triad Psychological Testing and Review Center***:

Project Title	End-User Unit
PROCUREMENT OF TRAINING PROVIDER FOR THE CONDUCT OF A SERIES OF WORKSHOPS/SEMINARS/TRAININGS RELATED TO PERSONS WITH DISABILITIES (PWD)	HRMO

The contract has a total cost of *One Hundred Thousand Pesos* (PhP 100,000.00) only, inclusive of taxes and other lawful charges.

This award and the implementation of the project/procurement are subject to the signing of a contract and compliance with all applicable accounting and auditing rules and regulations.

Very truly yours,

ANTONIO A. MORALES
Undersecretary
and Head of the Procuring Entity

Triad Psychological Testing and Review Center
1217 I Delos Reyes St., Barangay 465
Sampaloc, City of Manila