



Republic of the Philippines
DEPARTMENT OF HEALTH
OFFICE OF THE SECRETARY

ORIGINAL

CONTRACT AGREEMENT No. GOP-C-2016-050

CONTRACT FOR THE PROCUREMENT OF CONSULTING SERVICES FOR THE
DEVELOPMENT OF COMPETENCY MODEL/Framework AND COMPETENCY-
BASED JOB DESCRIPTION FOR DOH PERSONNEL
under REI-CS-GOP-2016-008

SO THE PUBLIC MAY KNOW:

This Contract made and entered into by and between:

The **DEPARTMENT OF HEALTH**, an executive department of the Republic of the Philippines created pursuant to Executive Order (E.O.) No. 94, s. 1947, transformed under E.O. 102, s. 1999, with postal address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, Philippines, duly represented by **ELVIRA SN. DAYRIT, MD, MSC., MCH, CESO IV, Director IV, Health Human Resources Development Bureau (HHRDB)**, herein referred to as "**DOH**".

- AND -

PEOPLE DYNAMICS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with postal address at U502 OMM CITRA Bldg., San Miguel Ave., Ortigas Center, Pasig City, represented by **MS. MARIA VICTORIA ESTACIO, Corporate Secretary**, hereinafter referred to as "**The CONSULTANT**".

- ANTECEDENTS -

A Competitive Bidding was conducted on 04 May 2016 by **DOH** through Central Office Bids and Award Committee (COBAC) - B for the Procurement of Consulting Services for the Development of Competency Model/Framework and Competency-Based Job Description for DOH Personnel under REI-CS-GOP-2016-008. The **People Dynamics, Inc.**, was awarded the project in the sum of **One Million Nine Hundred Ninety Nine Thousand Two Hundred Philippine Pesos (PhP1,999,200.00)** chargeable to GOP-HHRDB inclusive of local taxes and the DOH has accepted the bid for the following particulars:

Item No.	Description	Quantity	Unit	Amount (PhP)
1	Consultancy Services for the Development of Competency Model/Framework and Competency-based Job Description for DOH Personnel	1	Lot	PhP 1,999,200.00

CONSULTANT, having the necessary resources and expertise, is willing and competent to provide the Consulting Services.

ACCORDINGLY, the parties agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

This Contract shall include all items that can be reasonably inferred as a necessary component for the completion of this service agreement as if such items were expressly mentioned herein. The Goods and Services to be provided shall be as specified in the following documents:

1. COBAC Resolution to Award No. 2016-231-B (Annex 1)
2. COBAC Resolution – Recommending Approval of the Combines Technical and Financial Evaluation No. 2016-231-A (Annex 2)

3. COBAC Resolution – Recommending Approval of Shortlisting No. 2016-231(Annex 3)
4. Minutes of Area of Contract Negotiation on the Assignment (Annex 4)
5. Notice of Award (Annex 5)
6. Performance Security (Annex 6)
7. Term of Reference (TOR) No. 2016-014B (Annex 7)
8. Certificate of Availability of Fund No. 74 (CAF) (Annex 8)
9. Technical and Financial Proposal (Annex 9 & 10)
10. Project Procurement Management Plan 2016 (Annex 11)

ARTICLE 2 – SCOPE OF WORK

1. Prepare an Inception Report and work Plan that sets out the activities to be undertaken and the proposed timeframe for the activities based on the Terms of Reference (TOR).
2. Update/develop job functions and identify competencies for selected positions (job analysis and competency identification) through conduct of a minimum of ten (10) Focus Group Discussions (FGDs) with a minimum of twenty (20) and a maximum of thirty (30) participants in each session.
3. Apply the DOH-developed rubrics framework to update the competency model and identify competency standards with rubrics per position through facilitation of a minimum of ten (10) workshop/validation sessions with a minimum of 20 and a maximum of 30 participants in each session. The Consultant and HHRDB representative agreed to undertake the activity separately.
4. Update/develop competency-based job descriptions for selected DOH positions incorporating the new competency standards and specific technical competencies required for each role in selected target areas.
5. Facilitate orientations for selected DOH CO and TRC representatives on the Competency Model/Framework four (4) batches (with a minimum of 20 and a maximum of 40 participants in each batch)
6. Prepare a documentation of the activities in fulfillment of TOR.

Others

On the data, services and facilities to be provided by the Procuring Entity (DOH-HHRDB):

1. DOH will provide all related materials from the previous technical assistance and existing job description to be updated.
2. DOH to provide existing rubrics to be applied to update the competency model.
3. Venue for all training, meetings, work area as necessary, orientation and FGDs shall be provided by DOH.

ARTICLE 3 – EFFECTIVITY OF CONTRACT

The effectivity of this Contract is the date of the receipt of Notice to Proceed (NTP) by the **CONSULTANT** unless a different date is stipulated therein.

ARTICLE 4 - DURATION OF ENGAGEMENT

The project is expected to be completed within **eight (8) months** upon receipt of the approved Notice to Proceed (NTP).

ARTICLE 5 – TERMS OF PAYMENT

Payment	Deliverables	Percentage (%)
1	• Inception report with Work Plan	15
2	• Compilation of updated job functions aligned with DOH functions and mandate Updated DOH Competency Model and Dictionary of Competencies • Activity Reports (FGDs/ documentation of methods/process)	40
3	• Manual of Competency Standards for all DOH CO and TRC positions (with documentation of methods/processes)	25

	<ul style="list-style-type: none"> Manual of Updated Job Descriptions Activity Reports (workshops/validation sessions/documentation of methods/processes) 	
4	<ul style="list-style-type: none"> Orientation Activity Report Final Report 	20
	TOTAL	100

ARTICLE 6 – OWNERSHIP AND COPYRIGHT

All outputs of the project such as Work Plans, activity assessments and designs, reports, and other documentations and materials produced by the Consulting Firm for the DOH-HHRDB shall become and remain the property of the DOH-HHRDB, and the Consulting Firm shall not later than upon termination or expiration of the Contract, deliver all outputs to the DOH-HHRDB, together with a detailed inventory thereof. The Consulting Firm may retain a copy of outputs but future use of these outputs, documentations and software, is subject to the restrictions and approval of DOH-HHRDB.

The DOH-HHRDB and the Consulting Firm shall each keep confidentiality and shall not, without the written consent of the other party to the Project divulge to any third party any documents, data, or other information, furnished directly or indirectly by any of the Parties in connection with the Project.

ARTICLE 7 – GROUNDS FOR TERMINATION OF THE CONTRACT

Termination by the Procuring Entity (DOH)

The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- Outside of *force majeure*, the CONSULTANT fails to deliver or perform the outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- As a result of *force majeure*, the CONSULTANT is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- In whole or in part, at any time for its convenience, the Head of the Procuring Entity may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;
- In case it is determined *prima facie* that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents' using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in Invitation to Bid (ITB) Clause 3.1(a)
- The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to General Conditions of Contract (GCC) Clause 15.2 hereinabove, within such further period as the Procuring Entity may have subsequently approved in writing;
- The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- The Consultant fails to perform any other obligation under the Contract.

In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, i.e, four (4) months or less, and thirty (30) days for long term contract.

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to General Condition of Contract (GCC) Clause 34 hereof
- c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Service for a period of not less than sixty (60) days; or
- d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute to GCC Clause 32 hereof within eighty four (84) days after receiving notice from the Consultant that such payment is overdue.

ARTICLE 8 – LIQUIDATED DAMAGES

In case of the CONSULTANT's failure to perform its obligation within the period as set in this Contract, the CONSULTANT shall be liable for damages for the delay and shall pay the DOH liquidated damages, in an amount of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Provided, that such delay is not attributable to DOH-HHRDB's failure to meet its obligation to the CONSULTANT or due to *force majeure*. Provided further, that in the event that the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the contract, the Procuring Entity shall have the right to rescind this contract, without prejudice to other action and remedy that it may avail under the law.

ARTICLE 9 – ADDITIONAL PROVISION

- a. It is agreed and understood that NO EMPLOYER-EMPLOYEE relationship exists between the Procuring Entity and the CONSULTANT and/or the latter's staff or employees by reason of this contract.
- b. It is agreed that it is the sole responsibility of the CONSULTANT to comply with all existing as well as future laws, ordinance, rules and regulations, whether National, Local, or Administrative, concerning employment of labor, particularly insofar as they apply to the personnel assigned by the CONSULTANT to the Procuring Entity pursuant to this contract, and for this purpose the CONSULTANT guarantees that the Procuring Entity is free and harmless, from any and all liability arising from such labor laws, rules or regulations as well as from death, injury or accident that befalls its own workers and/or personnel assigned to the Procuring Entity.
- c. Should the Procuring Entity be constrained to resort to court action to protect its rights and interest hereunder, the CONSULTANT shall pay the Procuring Entity an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fees, plus expenses of litigation recoverable under pertinent laws, provided, that the attorney's fees shall in no case be less than Twenty Thousand Pesos (Php 20,000.00). Venue of such court action shall be laid exclusively in the proper court of Manila, Philippines.

ELVIRA SN. DAYRIT, MD, MSc, MCH, CESO IV
Director IV
Health Human Resources Development Bureau

MARIA VICTORIA ESTACIO
Corporate Secretary
People Dynamics, Inc.

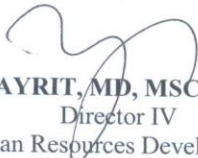
RACQUEL P. ALVENDIA, CPA, MBAH
Accountant
Accounting Division, Department of Health
200-2016-12-01/763 11/09/200-00

MARIA BENJAMIN L. ESTACIO
Witness
People Dynamics, Inc.

IN WITNESS WHEREOF, the parties hereto have signed this Contract to be executed in accordance with the laws of the Philippines, this _____ day of _____ 2016


DEPARTMENT OF HEALTH

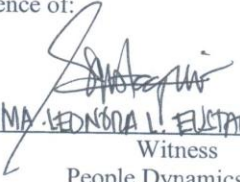
PEOPLE DYNAMICS, INC.


ELVIRA SN. DAYRIT, MD, MSC., MCH, CESO IV
Director IV
Health Human Resources Development Bureau


MARIA VICTORIA ESTACIO
Corporate Secretary

Signed in the presence of:


RACQUEL P. ALVENDIA, CPA, MBAH
Chief Accountant *deb*
Accounting Division, Department of Health


MA. EDONDA L. ELSTACIO
Witness
People Dynamics, Inc.

#200 2016-P. 01763 #1,999, 200.06 *Ch*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)S.S.

BEFORE ME, the undersigned Notary Public, this FEB 17 2017 CITY OF MANILA
Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

ELVIRA SN. DAYRIT, MD, MSC., MCH, CESO IV
ID No. 1986-0349
(SSS, TIN, GSIS etc.)

MARIA VICTORIA ESTACIO
ID No. 33-1823592-0
(SSS, TIN, GSIS etc.)

Known to me to be the same persons who executed the foregoing maintenance service contract and they acknowledged to me that the same is their own free and voluntary act and deed, individually and the institutions they represent.


This instrument consisting of **five (5) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. 377 :
Page No. 77 :
Book No. 28 :
Series of 2017

PS / COBAC

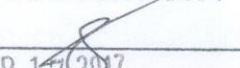
APPROVED PO / CONTRACT

Received by: 
Date: FEB 10 2017
NOTARY PUBLIC UNTIL DEC. 31, 2018
Laon Laan cor. Navarra St. Sampaloc Manila 743-09-16
PTR No. 5972687 : 12-19-16, IBF NO. 1048414 : 9.21.16
ROLL NO. 51825 Appointment No. 2017-019 ('17-'18)
MCLE V Compliance No. 6937 dated 03.26.15

PS / COBAC

RELEASED: PO / CONTRACT

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by: 
Date: FEB 17 2017