

NOTICE TO PROCEED

MS. EVELYN L. CUBELO
317 San Francisco St., Mintal
Davao City

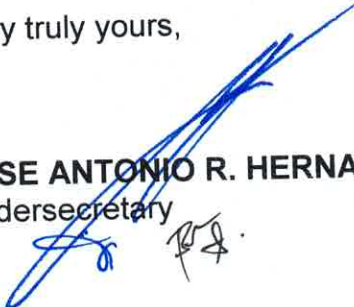
Dear **Ms. Cubelo**:

Please be informed that you may now proceed as DSWD Consultant for the project "Hiring of Consultant for the Development of a Module on Participatory Action Research (PA) for the Open Government Partnership (OGP) Project" under Contract No. 21-02-0004 in the amount of *One Hundred Thousand Pesos (PHP100,000.00)*, inclusive of all applicable taxes.

This Notice binds you to the Terms of Reference and other conditions of the contract. The Contract shall be for a period of 30 days exclusive of the number of working days required by the end-user (Client/Procuring Entity) to act on the Writer/Technical Editor's submission. Payment shall be made in two (2) tranches and shall be made upon acceptance and/or approval of various outputs/deliverables pursuant to the Schedule of Payment stated in the Contract.

Kindly affix your signature in the space provided below.

Very truly yours,


JOSE ANTONIO R. HERNANDEZ
Undersecretary

Conforme:


EVELYN L. CUBELO
(Name and Signature of Consultant)

Date accepted: June 16, 2021

CONTRACT

This **CONTRACT** ("Contract") is entered into this **1st day of March 2021**, by and between the **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** ("the Client"), a national government agency, having its principal place of business at DSWD Central Office, IBP Road, Constitution Hills, Quezon City, herein represented by **Undersecretary JOSE ANTONIO R. HERNANDEZ, Office of the Undersecretary for Policy and Plans Group**, and

MS. EVELYN L. CUBELO ("the Consultant"), having its registered address located at 317 San Francisco St., Mintal, Davao City

WHEREAS, this procurement was conducted through Negotiated Procurement, specifically under Small Value Procurement procedure pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) otherwise known as the Government Procurement Reform Act and based on Bids and Awards Committee (BAC) Resolution No. 21-01-008.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A – Terms of Reference – ***"Hiring of Consultant for the Development of a Module on Participatory Action Research (PAR) for the Open Government Partnership (OGP) Project"***
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex A, "Terms of Reference", which are made an integral part of this Contract.
2. **Term**

The Consultant's Services shall commence upon receipt of the Notice to Proceed (NTP) and shall be **completed within a total of Thirty (30) working days** exclusive of the number of working days required by the end-user (Client/Procuring Entity) to act on the Writer/Technical Editor's submissions.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **One Hundred Thousand Pesos (Php100,000.00)**, specified in Annex B – "Consultant's Financial Proposal" which is made an integral part of this Contract ("the Total Contract Price"). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The TCP includes

payment for the layout services that the Editor will provide.

B. Schedule of Payments

Payment shall be made upon acceptance and/or approval by the Department of the various outputs/deliverables according to the following schedule as specified in Annex A – Terms of Reference (TOR), which is made an integral part of this Contract.

Payment Schedule/ Tranche	Percentage of the Total Contract Price (TCP)	Output/ Deliverables	Amount
1 st payment/ tranche	50%	Write shop Report	P50,000.00
2 nd payment/ tranche	50%	Final copy of the training modules, session guides and tools	P50,000.00

C. Payment Conditions

Payment shall be made in Philippine Peso, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Project Administration**

A. Coordinator.

The Client designates **Assistant Secretary JOSELINE P. NIWANE, Concurrent Head, Policy Development and Planning Bureau (PDPB)**, as Client's Coordinator, the Coordinator shall be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex A, "Terms of Reference", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. **Inspections and Auditing**

The Consultant shall permit the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of

sanctions by the Client (including without limitation to a determination of ineligibility) in accordance with prevailing Client's sanctions procedures.

7. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software provided there is prior written consent of the Client.
9. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
10. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
11. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of **Philippines**, and the language of the Contract shall be **English**.
13. **Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of the Client's country.
14. **Liquidated Damages for Delay** If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

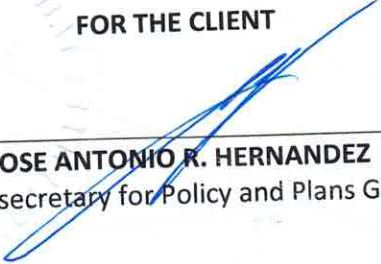
15. Termination

The Client may terminate this Contract with at least ten (10) working days' prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- b) If the Consultant becomes insolvent or bankrupt;
- c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Client's sanctions procedures) in competing for or in performing the Contract.
- d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

IN WITNESS WHEREOF, both parties have hereunto set their hands this **19TH** day of February 2021 at Quezon City, Philippines.

FOR THE CLIENT




JOSE ANTONIO R. HERNANDEZ
Undersecretary for Policy and Plans Group

FOR THE CONSULTANT



MS. EVELYNL. CUBELO

WITNESS:




JOSELINE P. NIWANE
Assistant Secretary for Policy and Plans Group
and Concurrent Head, PDPB



Cherry Anton Carino

Certify as to availability of Fund / Disbursement
of fund shall be subject to budgetary
control, and other administrative regulations.

Certified funds available:


~~JOAN V. BIÑAS~~
~~JUBIE LEAH MAES COLES~~
Accounting Division
~~Chief Accountant~~

Accounting Division for Regular Programs

₱01 200000-14

01-20001-06L-2021-03-00785

3/18/21

₱100,000.

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for 08 JUL 2021, personally appeared this ___ day of March 2021:

Name	Gov't I.D./ Passport Number	Date Issued	Place Issued
JOSE ANTONIO R. HERNANDEZ	EC6843638	02/24/2016	DFA MANILA
EVELYN L. CUBELO	P4761678B	11 Feb 2020	Davao City

Known to me to be the same persons who executed the foregoing instruments and they acknowledge to me the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities represented.

This agreement consisting of five (5) pages signed by the parties and their instrumental witnesses in all pages refer to a CONTRACT for the "Hiring of Consultant for the Development of a Module on Participatory Action Research (PAR) for the Open Government Partnership (OGP) Project" using Negotiated Procurement – Small Value.

WITNESS MY HAND AND SEAL on the date and place first above written.


ATTY. DONATO C. MANGUIAT
NOTARY PUBLIC

Commission No. NP-080 (Expires Dec, 31, 2021)
IEP No. 135260, Dec, 16, 2020, Q.C.
PTR No. 0598817 D, Jan, 4, 2021, Q.C.
Attorney's Roll No. 34845
MCLE No. VI-0028934
Contact No. +639183383108
Office Address: 2 Marunong St.,
Brgy Central, Quezon City

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Series of 2021

LIST OF ANNEXES, which is made an integral part of this Contract:

- Annex A: Terms of Reference
- Annex B: Consultant's submitted Financial Proposal