

NOTICE TO PROCEED

MS. JOY T. GARCIA

Account Manager

**JBDC Occupational Health Safety and
Environmental Consultancy**

Malacañang, San Carlos City
Pangasinan

Dear **Ms. Garcia**:

Please be informed that you may now proceed as DSWD Consultant for the project "Hiring of Consulting Firm for the ISO 9001:2015 Standard Accreditation Project of the Department of Social Welfare and Development" under Contract No. 2019-12-0078 in the amount of *Nine Hundred Eighty Thousand Pesos (PHP980,000.00)*, 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 commencing from the issuance of Notice to Proceed to June 2020. Payment shall be made in five (5) tranches pursuant to the Schedule of Payment stated in the Contract.

Kindly affix your signature in the space provided below.

Very truly yours,


JOSE ERNESTO B. GAVIOLA
Undersecretary

Conforme:


JOY T. GARCIA

(Name and Signature of Consultant)

Date accepted: 12/13/19

CONTRACT

This **CONTRACT** ("Contract") is entered into this **5th day of December 2019**, 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 ERNESTO B. GAVIOLA, Office of the Undersecretary for General Administration and Support Services Group**, and

JBDC OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT CONSULTANCY ("the Consultant"), a sole proprietorship having its registered address located at Brgy. Malacañang, San Carlos, Pangasinan, represented herein by its **Authorized Representative, Ms. JOY T. GARCIA**.

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. 19-11-171.

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 Consulting Firm for the ISO 9001:2015 Standard Accreditation Project of the Department of Social Welfare and Development"**, Annex B – "Consultant's Proposal" and Annex C – "Highlights of Contract Negotiation Meeting," which is made an integral part of this Contract ("the Services").
 - (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" and Annex B – "Consultant's Proposal," which are made an integral part of this Contract.
- 2. Term**

The Consultant shall perform the Services for a period commencing **from issuance of Notice to Proceed (NTP) to June 2020** or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **Nine Hundred Eighty Thousand Pesos (PhP980,000.00)**. 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.

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.

| Payment Tranches | Payment Percentage of the Total Contract Price (TCP) | Phase | Deliverables | Deadline For Submission |
|---------------------------------|--|---------|--|--|
| 1 st Payment Tranche | 25% | Phase 1 | Gap Analysis Report | Within three (3) weeks from issuance of NTP |
| | | | Course Proposals | |
| | | | Documentation Plan | |
| 2 nd Payment Tranche | 30% | Phase 2 | Procedure Manuals | Three (3) Weeks from approval of Phase 1 documents. |
| | | | Quality Manual | |
| | | | Work Instructions | |
| | | | Forms | |
| 3 rd Payment Tranche | 10% | Phase 3 | System Implementation Documentation and Feedback – Initial Check | Two (2) weeks upon approval of documents submitted under Phase 2 |
| | | | System Implementation Documentation and Feedback – Second Check | Two (2) weeks upon the conduct of 1 st System Implementation Documentation and Feedback |
| 4 th Payment Tranche | 10% | Phase 4 | Internal Audit Plan | One (1) month upon start of implementation |
| | | | Audit Checklist | |
| 5 th Payment | 25% | Phase 5 | Pre-Assessment Audit Report | Two (2) days upon conduct of |

| | | | | | |
|--|---------|--|--|--|------------------|
| | Tranche | | | Initial Audit Report of Certifying Body | respective audit |
| | | | | Final Audit Report of Certifying Body recommending the certification to ISO 9001:2015 Standard | |

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 RODOLFO M. SANTOS, Office of the Assistant Secretary for Administration**, 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" and Annex B – "Consultant's Proposal," 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 | <p>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:</p> <ul style="list-style-type: none">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 5th day of **December 2019** at Quezon City, Philippines.

FOR THE CLIENT


JOSE ERNESTO B. GAVIOLA
Undersecretary for General Administration
and Support Services Group

FOR THE CONSULTANT

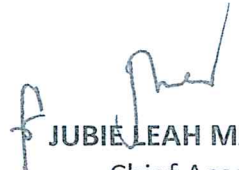

JOYT. GARCIA
Authorized Representative

WITNESS:


RODOLFO M. SANTOS, CESO II
Assistant Secretary for Administration


RIZALYN MANECLANG
Document Controller

Certified funds available:

 12/11/19
JUBIE LEAH MAE S. COLES
Chief Accountant
Accounting Division for Regular Programs
04104153 - DFAT 200000100004000
04-20001-OBL-2019-12-00015
₱ 980,000. ✓

SAN JUAN) S.S.

AM. CARLOS CITY, P.I.

| Name | Gov't I.D./ Passport Number | Date Issued | Place Issued |
|-------------------------|--------------------------------------|--------------|----------------------------|
| JOSE ERNESTO B. GAVIOLA | DMND ID - 19-0070 | MAR 12, 2019 | OSWD Central Office, Q. G. |
| JOY T. GARCIA | DRIVER'S License ID C 11170111254 | APR. 2015 | LTD PHOENIX CITY |

This agreement consisting of six (6) pages signed by the parties and their instrumental witnesses in all pages refer to a CONTRACT for the **"Hiring of Consulting Firm for the ISO 9001:2015 Standard Accreditation Project of the Department of Social Welfare and Development"** using Negotiated Procurement – Small Value.

d place first above written.

ATTY MARIA DIANA E. ARENAS-TOGA
NOTARY PUBLIC
COMMISSION #710, 2013-18
EXPIRES 04/15/2019

CLERK OF SUPERIOR COURT - 14-JUDICIAL CHAPTER
COUNTY OF LOS ANGELES - 14-JUDICIAL CITY OF LOS ANGELES
APRIL 15, 2019

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