



DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

UNDERSECRETARY FOR ADMINISTRATION  
BIDS AND AWARDS COMMITTEE

BAC-228-M-2021-GCQ

MEMORANDUM FOR THE HEAD OF THE PROCURING ENTITY

FROM :   
NARCISO T. CASTAÑEDA  
Assistant Secretary  
Chair, Bids and Awards Committee

SUBJECT : Contracts for Signature


DATE : 21 September 2021

NIC 100-21

The Chair respectfully submits the enclosed OFMS-approved procurement contracts for the approval of the Head of the Procuring Entity:

Contract title	Contract Amount
Agreement for the Emergency Procurement of Diplomatic Pouch Services for the Period of 01 July 2021 to 30 September 2021	PhP 12,010,000.00
Consultancy Agreement between the Department of Foreign Affairs and Ms. Marita C. Pimentel, Highly Technical Consultant for the Establishment of the DFA-GAD Sex- and-Age Disaggregated Database (SADD) and Gender Statistics (GS) Project	PhP 150,000.00
Contract of Services between the Department of Foreign Affairs and Leonard Cheshire Disability Philippines Foundation, Inc.	PhP 84,800.00

For the Head of the Procuring Entity's consideration.

  
Claudine Joanne Dixon  
10/06/2021

## CONSULTANCY AGREEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This **Consultancy Agreement** was made and entered into on 12 AUG 2021, in the City of Pasay by and between:

**DEPARTMENT OF FOREIGN AFFAIRS (DFA or Department)**, with principal office address at 2330 Roxas Boulevard, Pasay City, represented herein by **MR. ERNESTO C. ABELLA**, Undersecretary and Head of the Procuring Entity, hereinafter referred to as the **First Party**;

And

**MS. MARITA C. PIMENTEL**, Independent Consultant, with address at Lot 32 Block 1, Buliran Road, UPEHCO Subdivision, Barangay San Luis, Antipolo City, hereinafter referred to as the **Second Party**;

The Department and Ms. Marita C. Pimentel are hereinafter referred individually as a "**Party**" and collectively, as "**Parties**".

### - WITNESSETH -

**WHEREAS**, the **First Party**, in line with its efforts to establish and institutionalize its Gender and Development (GAD) Database and Gender Statistics which will be used as basis in planning and programming its GAD-related activities, budget preparation and policy formulation, is in need of a consultant that will develop a system for sex- and age-disaggregated data collection, conduct gender analysis and develop the DFA-GAD statistics;

**WHEREAS**, the **First Party** requires a highly technical consultant to deliver expertise and service in data gathering and analysis and development of the Department's GAD database and gender statistics;

**WHEREAS**, the **Second Party** is an independent consultant accredited by the Philippine Commission on Women as a Gender and Development (GAD) expert and licensed to engage in the provision of the specific services for which it is engaged herein;

**WHEREAS**, the **Second Party** accepted the invitation of the **First Party** to provide said required services;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. NTC 100-21 dated 12 August 2021, a copy of which is attached herewith as ANNEX "A" and made an integral part hereof, the **First Party** awarded the Consultancy Contract to the **Second Party**, a copy of the Notice of Award is attached herewith as ANNEX "B" and made an integral part hereof;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **Parties** hereto agree as follows:



**Section 1. Purpose of the Contract** – This **Contract** is entered into by and between the **Parties** to provide the basis for their joint and cooperative undertakings in connection with the establishment of the DFA-GAD Sex-and Age-Disaggregated Database and Gender Statistics, in accordance with the Terms of Reference.

The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:

1. Latest valid PHILGEPS Registration of the Second Party (Annex "C");
2. Certificate of Availability of Funds (CAF) dated 23 February 2021 (Annex "D").

**Section 2. Obligations of the First Party** – The **First Party** shall:

1. Provide administrative and logistical support for the data-gathering and other related activities of the **Second Party**;
2. Monitor and coordinate the needs and requirements for the conduct of the gender analysis and other related activities;
3. Review and validate the written report on the status of the sex-and age-disaggregated data and DFA-GAD statistics based on the feedback and overall comments for suggestions and enhancement received.

**Section 3. Obligations of the Second Party** – The **Second Party** shall provide the following deliverables within the timeframe agreed upon and according to the Terms of Reference:

**A. Sex-and Age Disaggregated Data Collection**

1. Develop and adopt appropriate methodology and use of relevant tools for the collection of an organization-focused sex-and age-disaggregated data. The Second Party shall observe the Terms of Reference (TOR) of the DFA for the delivery of services, which is attached as Annex "E", and is made as an integral part of this Agreement;
2. Form a team to address the needs of the conduct of data collection and analysis, orient the team on the objectives, tasks and outputs of the project;
3. Coordinate with the DFA-GAD Secretariat for the actual collection of specific data which will be the basis of the DFA-GAD database and gender statistics;
4. Conduct mapping of gender profile of DFA personnel, perform online interviews and surveys to capture perceptions of the personnel and to guide the consultant in analyzing gender issues and concerns based on the data gathered.

**B. Submission of Reports with Recommendations on DFA-GAD Database and Gender Statistics**

1. Preparation of an organization-focused GAD Database;
2. Submission of digital copies of the narrative reports on the organization-focused DFA-GAD sex-and age-disaggregated database and gender statistics;



3. Develop a manual on the generation of DFA-GAD sex-and age-disaggregated database and gender statistics; *and*
4. Organize and conduct a capacity-building session to orient the GFPS on how to effectively utilize the DFA-GAD sex-and age-disaggregated database and gender statistics.

**Section 4. Effectivity and Duration** – This **Agreement** shall take effect upon the signing of the **Parties** hereto and shall remain in force until 31 December 2021, or until such time all the deliverables have been fulfilled. Any delay attributable to the **Second Party**, and costs incurred to fulfill the obligations under the Contract shall solely be borne by the **Second Party**.

**Section 5. Fees and Payment Schedule** – The **First Party** shall pay the **Second Party** a total Service Fee of **One Hundred Fifty Thousand Pesos (Php 150,000.00)** only, which amount includes and covers the following expenses for the **Project**:

1. Fees for project development such as meetings, conceptualization, brainstorming sessions, write-up, revision and finalization of the proposal and project design;
2. Professional fees and transportation costs of the service provider and the project management team members; *and*
3. Taxes and other charges due and payable by the **Second Party** in connection with this **Agreement**

Subject to the provisions of this agreement and the usual government accounting and auditing rules and regulations, the payment of the abovementioned Service Fee shall be in accordance with the following schedule of tranche releases vis-à-vis the deliverables:

Deliverables	%	Amount
Upon Submission of Initial Report on DFA-GAD Database	15%	Php 22,500.00
Upon Submission of the Final Report with Recommendation of the DFA-GAD Sex-and Age-Disaggregated Database and Gender Statistics	50%	Php 75,000.00
Upon submission of the Manual on the Generation of the sex-and age-disaggregated data and gender statistics, and conduct of the capacity-building session of the GFPS	35%	Php 52,500.00
<b>Total Contract Price, inclusive of applicable taxes and other charges</b>	<b>100%</b>	<b>Php 150,000.00</b>

The **Second Party** shall issue an official receipt for each payment made by the **First Party**. A Certificate of Acceptance shall be issued by the end-user office as supporting document for each payment made.





The payment of the final tranche should not be later than 31 December 2021, in accordance with the Cash Budgeting System (CBS) as reiterated in Department of Budget and Management (DBM) National Budget Circular No. 583, s. 2021.

**Section 6. Mode of Payment** – All checks shall be payable to **Ms. Marita Castillo Pimentel** given the following bank details:

Account Name: MARITA C. PIMENTEL  
SA Number: 3127 0838 93  
Bank/Branch: LBP BATASAN PAMBANSA BRANCH

Payment shall be made within a reasonable time from the delivery of the expected output mentioned under Section 3 hereof.

**Section 7. Intellectual Property** – Each party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date of the **Agreement**. As regards documents produced by the **Second Party** and submitted as outputs during the effectivity of the **Agreement**, these are instruments of service. Originals thereof and the corresponding copyright shall remain the property of the **First Party**. The **First Party** shall have license to use copies of the documents in connection with the project for which they are prepared for its obligations.

**Section 8. Third-party contract.** Any other contract or agreement entered into by **Second Party** and a third party for the implementation of this Agreement, 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 **First Party** 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 activity. The **Second Party** shall assume responsibility for any and all acts of such third party contractor/s engaged by the **Second Party** for the implementation of the **Agreement**, and that such third-party contractor/s shall likewise be bound by the confidentiality and data privacy provisions of this Contract which survives the termination of the **Agreement**, and by the relevant rules and regulations of the **First Party**.

**Section 9. Employer-Employee Relationship.** Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The Parties specifically acknowledge that the **Second Party** is an independent contractor and not an employee of the **First Party**, and that the **First Party** is not an employee of the **Second Party**. Furthermore, any persons hired by the **Second Party** for purposes of this **Contract** shall not be deemed employees of the **First Party**, and the **Second Party** shall be responsible for their compensation.

**Section 10. Data Privacy and Confidentiality Agreement.** The Parties shall hold the terms of this Contract and all information in connection with or derived from the conduct of the services or execution of this Agreement strictly confidential, and shall not disclose such information to third parties unless required by Philippine law or with the written consent of the **First Party**.





The **Second Party** and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the **First Party**. In addition, the **Second Party** and its personnel shall be responsible for the destruction of all the data secured from the **First Party** after the termination of this Agreement.

**Section 11. Non-exclusive Agreement.** It is understood and agreed that this Agreement does not grant to the **Second Party** any exclusive rights to do business with the **First Party** and the latter may contract with other service providers for the engagement or procurement of similar services.

**Section 12. Modifications.** If modifications under this **Agreement** should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both, shall subsequently be agreed upon in writing by both **Parties**.

**Section 13. Fortuitous events/force majeure.** No Party shall be liable to the other for the delay or non-performance of its obligations under this **Agreement** arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, conflagration, inundation, explosion or civil commotion.

**Section 14. Termination.** The commission of a material breach of obligations under this **Agreement** as when any of the Parties fails to submit its deliverables or perform its duties under this **Agreement** or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring Party to terminate this **Agreement** immediately. A written notice of termination is required from the non-erring Party to formally terminate this **Agreement**.

The **Parties** may also terminate this **Agreement** upon mutual consent.

**Section 15. Liabilities** – Neither the **First Party** nor any of its officers, employees, agents, and representatives shall be liable to the **Second Party** or any of its affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this **Agreement**, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct of such officer, employee, agent, or representative;

**Section 16. Settlement of Disputes** – 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 **Agreement** through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.





Nothing in this **Agreement** shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

**Section 17. Separability** – if any part of this **Agreement** is declared unenforceable or void by a competent court, the rest of the **Agreement** shall nevertheless remain in full force and effect.

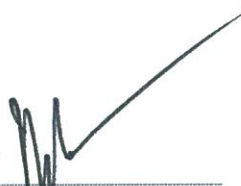
**Section 18. Waiver** – No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

**Section 19. Assignment** – The **Second Party** undertakes not to assign to any third party, any of its rights and obligations in this **Agreement** during the effectivity hereof without the written consent of the **First Party**.

**Section 20. Binding Effects** – This **Agreement** shall be binding on the Parties and their respective successors-in-interest.

IN WITNESS WHEREOF, the **Parties** through their duly authorized representatives have hereunto affixed their signatures on 12 AUG 2021, at Pasay City, Philippines.

BY:

  
\_\_\_\_\_  
**ERNESTO C. ABELLA**  
Undersecretary and  
Head of the Procuring Entity  
Department of Foreign Affairs

  
\_\_\_\_\_  
**MARITA C. PIMENTEL**  
Independent Consultant

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**MERSOLE J. MELLEJOR**  
Officer-in-Charge  
Human Resources Management Office

  
\_\_\_\_\_  
**FELISA F. MACARAIG**  
Acting Chief Accountant  
Office of Financial Management Services



ACKNOWLEDGMENT

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


**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on AUG 12 2021, personally appeared **MR. ERNESTO C. ABELLA**, Undersecretary and Head of the Procuring Entity of the Department of Foreign Affairs and **MS. MARITA C. PIMENTEL**, Independent Consultant, known to me to be the same persons who executed the foregoing **Consultancy Agreement** consisting of seven (7) pages including the page on which this Acknowledgment is written, all pages of which have been signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-issued Identification Documents of the Parties were exhibited to me, the same bearing:

NAME	ID NO.	DATE OF ISSUE
ERNESTO C. ABELLA	<u>b0004531A</u>	<u>04 DEC 2017</u>
MARITA C. PIMENTEL	<u>LTO ID NO2 05 005324</u>	<u>4-26-2017</u>

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

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Book No. 11  
Series of 2021

  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC CITY OF MANILA  
UNTIL DECEMBER 31, 2021  
NOTARIAL COMMISSION 2020-097 MLA  
IBP NO. 141253 - 01/04/2021, PASIG  
PTR NO. 9826148 - 01/05/2021 MLA  
ROLL NO. 29679, TIN: 172-528-620  
(27) MCLE COMPL. NQ. VII-0000165  
URBAN DECA HOMES MANILA, B-2, UNIT 355