

CONSULTANCY AGREEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This **Consultancy Agreement** was made and entered into on 27 JUN 2022, 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. ANTONIO A. MORALES**, Acting 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 mandate under Republic Act No. 9710 or the Magna Carta of Women to utilize at least five percent (5%) of its total budget appropriation for GAD programs, and to address the findings and recommendations of the Philippine Commission on Women (PCW) in the validation report of the Gender Mainstreaming and Evaluation Framework (GMEF) to use Gender Analysis (GA) tools to assess the gender responsiveness of its major programs and attribute a portion of its budget to increase the GAD budget utilization, is in need of a consultant who has expertise on the application of GA tools such as the Harmonized Gender and Development Guidelines (HGDG);

WHEREAS, the **First Party** requires a highly technical consultant to deliver expertise and service in the conduct of a training on the use and application of the HGDG tool to capacitate the GAD Focal Point System (GFPS) members and program implementers to mainstream GAD elements in project development and increase GAD budget utilization;

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-146-22 dated 27 June 2022, a copy of which is attached herewith as ANNEX "A" and made an integral part hereof, the **First Party** awarded the Consultancy Agreement 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 Agreement – This is entered into by and between the **Parties** to provide the basis for their joint and cooperative undertakings in connection with the conduct of training for capacity building on the use and application of the HGDG tool to mainstream GAD elements in project development and increase GAD budget utilization, 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 08 June 2022 (Annex "D");
3. Curriculum Vitae of the **Second Party** (Annex "E").

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

1. Provide administrative and logistical support for the conduct of the consultation workshops/training on the use and application of the HGDG tool and other related activities of the **Second Party**;
2. Monitor and coordinate the needs and requirements of the **Second Party** for the conduct of the gender analysis and other related activities to be conducted with program implementers;
3. Review and validate the written report and manual on the use and application of the HGDG tool in the attribution of the Department's major programs, activities, and projects (PAPs) to the GAD budget 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. Conduct a capacity building session on the use and application of the HGDG Tool

1. Develop and adopt appropriate methodology and use of relevant tools for the conduct of a training for capacity building on the use and application of the HGDG Tool. The **Second Party** shall observe the Terms of Reference (TOR) provided by the **First Party** for the delivery of services, which is attached as Annex "F", and is made as an integral part of this **Agreement**;
2. Form a team to address the needs required for the conduct of training, orient the team on the objectives, tasks and outputs of the project;
3. Conduct a consultation-workshop with major program developers and implementers (PDIs) in the Department, and surveys and/or interviews, if necessary, to capture their capability and knowledge in gender analysis (GA) and use of GA tools;
4. Coordinate with the DFA-GAD Secretariat for the desk review of relevant documents; and

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- Organize and facilitate a capacity building session on the use and application of the HGDG tool to guide the GFPS members and PDIs on its significance and usage.

B. Develop a manual on the application of the HGDG tool to major DFA PAPs

- Conduct mapping and identification of programs, activities, and projects (PAPs) of the Department which may be subjected to the HGDG tool;
- Develop a manual on the step-by-step use and application of the HGDG tool applicable to the mandate of the Department in consultation with the Department's GFPS-Technical Working Group (TWG);
- Provide guidance and assistance to PDIs on the actual use of relevant HGDG checklist and collection of the means of verifications (MOVs) required for the attribution of major program/s or project/s to be included in the Department's GAD Plan and Budget; and
- Organize and facilitate a capacity building session on GAD Planning and Budgeting and implementation plan of HGDG to further capacitate the GFPS in the formulation of an effective GAD Plan and Budget to intensify gender mainstreaming initiatives and ensure gender-responsive implementation of PAPs in the Department.

Section 4. Effectivity and Duration – This **Agreement** shall take effect upon the signing of the **Parties** hereto and shall remain in force for a maximum duration of six (6) months from the signing of the contract or until the end of the Head of Procuring Entity's term, whichever comes first. Any delay attributable to the **Second Party**, and costs incurred to fulfill the obligations under the Agreement 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 **Two Hundred Ninety Eight Thousand Pesos (Php 298,000.00)** only, which amount includes and covers the following expenses for the **Project**:

- Fees for project development such as meetings, conceptualization, brainstorming sessions, write-up, revision and finalization of the proposal and project design;
- Professional fees and transportation costs of the service provider and the project management team members; *and*
- 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
Within thirty (30) days after the conduct of Capacity Building Session on HGDG for Program Developers and Implementers (PDIs) and submission of Report on Consultation-Workshop with PDIs to be used as reference in crafting a Manual on HGDG Application in	30%	Php 89,400.00

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DFA PAPs		
Within thirty (30) days after the submission of Manual on HGDG Application to major DFA PAPs to facilitate its attribution to the GAD budget	40%	Php 119,200.00
Within thirty (30) days after the conduct of Capacity Building Session for GFPS on GAD Planning and Budgeting and implementation plan of HGDG for major DFA PAPs and Submission of Final Activity Report	30%	Php 89,400.00
Total Contract Price, inclusive of applicable taxes and other charges	100%	Php 298,000.00

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 2022, in accordance with the Cash Budgeting System (CBS) as reiterated in Department of Budget and Management (DBM) National Budget Circular No. 587, s. 2022.

Section 6. Mode of Payment – All checks shall be payable to **Ms. Marita C. 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 done through the List of Due and Demandable Accounts Payable (LDDAP) arrangement within thirty (30) working days from submission of the invoices and complete documents 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

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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 engaged by the **Second Party** for purposes of this **Agreement** shall not be deemed employees of the **First Party**, and the **Second Party** shall be solely responsible for their compensation, working conditions, and other aspects of their engagement. However, the **Second Party** shall ensure that any persons that the **Second Party** hires or engages for the services to be performed under this **Agreement** are also bound by and shall comply with its terms.

Section 10. Data Privacy and Confidentiality Agreement. The Parties shall hold the terms of this **Agreement** 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 hired personnel 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,

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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.

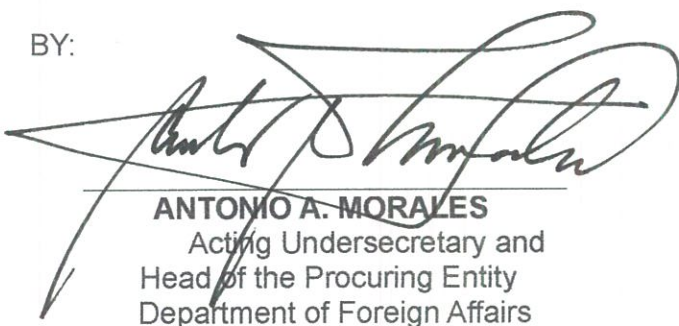
Section 18. Waiver – No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the Party's authorized 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 27 JUN 2022, at Pasay City, Philippines.

BY:


ANTONIO A. MORALES
Acting Undersecretary and
Head of the Procuring Entity
Department of Foreign Affairs


MARITA C. PIMENTEL
Independent Consultant

SIGNED IN THE PRESENCE OF:


CHRISTOPHER B. MONTERO
Assistant Secretary
Human Resources Management Office


LYRIE F. FULGENCIO
Chief Accountant
Office of Financial Management Services

ACKNOWLEDGMENT

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

CITY OF MANILA

CITY OF MANILA


BEFORE ME, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on **AUG 12 2022**, personally appeared **MR. ANTONIO A. MORALES**, Acting 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
ANTONIO A. MORALES	<u>MAA0092</u>	<u>02 AUGUST 2019</u>
MARITA C. PIMENTEL <i>Marita</i>	<u>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. 18
Series of 2022


ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
 IBP NO. 176598 - 01/03/2022, PASIG
 PTH NO. 0060197 - 01/03/2022 MLA
 ROLL NO. 29679, TIN: 172-528-620
 MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
 URBAN.DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA. (32)

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name
PIMENTEL, MARITA CASTILLO

Nationality: PHL Sex: F Date of Birth: 1966/11/07 Weight (kg): 64 Height(m): 1.60

Address
**L32 B1 UPEHCO SUBD BGY SAN LUIS UP
DILIMAN ANTIPOLO CITY**

License No. **N02-05-005324** Expiration Date: **2092/11/07** Agency Code: **N35**

Blood Type: O+ Eye Color: **BLACK**

Restrictions: **2** Conditions: **NONE**

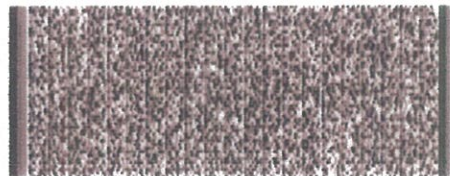
Signature of Licensee: *Marita Castillo*

Signature of Issuance: *Edgar C. Calvante*
EDGAR C. CALVANTE
Assistant Secretary

IN ORGAN DONATION:
I WILL NOT DONATE ANY ORGAN
IV. IN CASE OF EMERGENCY NOTIFY:
NAME: MARICEL PIMENTEL JR.
ADDRESS: L32 B1 UPEHCO SUBD BGY SAN LUIS
TEL. NO.: 0999897019

- I. RESTRICTIONS:
1. MOTORCYCLES/MOTORIZED TRICYCLES
2. VEHICLE UP TO 4500 KGS G.V.W.
3. VEHICLE ABOVE 4500 KGS G.V.W.
4. AUTOMATIC CLUTCH LP TO 4500 G.V.W.
5. AUTOMATIC CLUTCH ABOVE 4500 G.V.W.
6. ARTICULATED VEHICLE 1600 KGS G.V.W. AND BELOW
7. ARTICULATED VEHICLE 1601 LP TO 4500 G.V.W.
8. ARTICULATED VEHICLE 4501 & ABOVE G.V.W.
- II. CONDITIONS:
A. WEAR EYEGASSES
B. DRIVE ONLY W/SPECIAL EOPT FOR UPPER LIMBS
C. DRIVE ONLY W/SPECIAL EOPT FOR LOWER LIMBS
D. DAYLIGHT DRIVING ONLY
E. ACCOMPANIED BY A PERSON W/NORMAL HEARING

Serial Number
089509574



LTO Form No. 28
Republic of the Philippines /1357-002016105412425/
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
East Avenue, Quezon City

Field Office: DLRC Robinson's, Pasig Field Office Code: 1357

OFFICIAL RECEIPT 1064124250 DATE: 04/26/2017

RECEIVED FROM (Last name, First name, MI)
PIMENTEL, MARITA G.

ADDRESS (No., Street, City, Municipality, Province, Zip Code)
L32 UPEHCO SUBD BGY SAN LUIS UP DILIMAN - CITY OF ANTIPOLO RIZAL D

PAYMENT DETAILS	BREAKDOWN OF PAYMENT
Transaction: <u>DREN01</u>	License Fee (MPDL) 685.00
<u>011357042620170073-02</u>	Penalty Late Ren 75.00
Lic. No.: <u>N0205005324</u>	Comp Fee 67.63
Posted: <u>Apr 26 2017</u>	**Nothing Follows**

LICENSE RELEASED
MAY 29 2019

**NO DL CARDS AVAILABLE
VALID AS TEMPORARY LICENSE
LIC. EXPIRY DATE: 4/7/2022
TEL#: 477-0732**

TOTAL AMOUNT PAID **727.63**

THE SUM OF (in pesos)
Seven Hundred Twenty Seven And 63/100 Pesos Only

MODE OF PAYMENT: CASH

CHIEF OF OFFICE: *[Signature]* 04/26/2017
CASHIER: *[Signature]*

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