

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "Contract") is made and entered in the City of Pasig, Metro Manila, by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pasig City Hall, Caruncho Avenue, Pasig City, herein represented by **HON. VICTOR MA REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

ATENEO DE MANILA UNIVERSITY, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, through the Ateneo Center for Organization and Research Development of the School of Social Sciences, with place of business at Katipunan Avenue, Loyola Heights, 1108 Quezon City, as represented by **CZARINA SALOMA-AKPEDONU**, Dr. rer. soc., in her capacity as Dean of the School of Social Sciences (a copy of the Secretary's Certificate evidencing such authority is attached as Annex "A"), hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

WITNESSETH: THAT

WHEREAS, THE CITY OF PASIG has a requirement for the Consultancy Services for the Policy Formulation Workshop on Mental Health – Human Resource Development Office under Purchase Request No. 100-23-07-1501 (the "Services");

WHEREAS, THE CITY OF PASIG resorted to Negotiated Procurement - Small Value Procurement pursuant to Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184;

WHEREAS, the CONTRACTOR has submitted the Single Rated and Responsive Proposal to undertake the said Services;

WHEREAS, THE CITY OF PASIG has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

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

ARTICLE I
SCOPE OF UNDERTAKING

The contract shall cover all the items found in the Request for Quotation/Terms of Reference hereto attached as Annex "B".

ARTICLE II
CONTRACT PERIOD

The project shall be undertaken within five (5) weeks, to commence upon the issuance of the Notice to Proceed. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

ARTICLE III
CONTRACT AMOUNT

The Contract price for the Services shall be in the amount of **Nine Hundred Thousand Pesos (Php 900,000.00)**, subject to applicable withholding tax. The **CONTRACTOR** shall hold **THE CITY OF PASIG** free from liability for any and all taxes and government fees and charges arising out of this transaction.

ARTICLE IV
CONTRACTOR'S WARRANTIES

The **CONTRACTOR** hereby warrants that:

1. The Contractor is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.
2. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
3. That the Services to be rendered herein shall be as described under Article I of this Contract and the **CONTRACTOR** has secured all the

necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims of every nature and description that would prevent or hinder it from rendering the said Services.

4. The **CONTRACTOR** has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and supervision over its staff in the performance of their respective functions and duties.
5. The **CONTRACTOR** shall protect and exercise due care and proper handling of the properties belonging to or in the possession of **THE CITY OF PASIG** during the performance of its Services.

ARTICLE V **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the appropriate courts of the City of Pasig shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

ARTICLE VI **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches

ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VII **DEFAULTS**

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

ARTICLE VIII **INDEMNIFICATION**

1. The **CONTRACTOR** hereby holds **THE CITY OF PASIG**, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **THE CITY OF PASIG** may incur as a result of, or arising out of, the conduct and/or pursuit of the Services and to indemnify **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless for any death, injury or damage to **THE CITY OF PASIG** and to third persons, loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or any of its obligations under this Service Contract.

ARTICLE IX
CONFIDENTIALITY

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to **THE CITY OF PASIG** (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such as Confidential Information). The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose, and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** Services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf who are necessary for the performance of the Services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Service Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so

that **THE CITY OF PASIG** may seek an appropriate protective order/measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.

5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) shall remain **THE CITY OF PASIG**'s property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential Information shall not be repeated to any third party by the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) even after the termination of the Contract.
8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG**'s behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR**'s use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR**'s behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitation attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidential Information negligently, unintentionally or inadvertently

disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) and to disclosures made by **THE CITY OF PASIG's** officers, employees, agents, and other persons ordinarily acting on **THE CITY OF PASIG's** behalf or, in breach of his/her obligation or duty to **THE CITY OF PASIG**.

ARTICLE X **TAXES AND LICENSES**

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE XI **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Service Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel, and all persons allowed by it to have access to **THE CITY OF PASIG's** premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY OF PASIG's** premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

1. In the event that facts and circumstances arise or are discovered which render this Service Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Service Contract, and all the rights and interests herein, may not be assigned or subcontracted to another without the consent of the other party.

3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Service Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Service Contract, which is/are otherwise valid and enforceable.
5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Service Contract. Nothing in this Service Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Service Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
8. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous acts, contracts, representations, warranties, and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by all the **PARTIES** thereto.
9. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto set their hands this day of SEP 12 2023, 2023 at Pasig City.

CITY OF PASIG

ATENEO DE MANILA UNIVERSITY, INC.

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor

By:



CZARINA SALOMA-AKPEDONU
Dean, School of Social Sciences

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


MS. MA. THERESA B. HERNANDEZ, CPA
OIC - City Budget Office

Funds Obligated:


MS. JUVY A. CUENCO
City Accountant

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


ELVIRA R. FLORES, MNSA, CESE
City Human Resource Development Officer

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of SEP 12 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CZARINA SALOMA-AKPEDONU	SSS ID	3-3-2023-7714-1

Known to me to be the same person who executed the foregoing Contract of Lease consisting of Ten (10) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

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

Doc. No. 122
Page No. 26
Book No. CX 211
Series of 2023.

Lolita W. McDonough-Lima
ATTY. LOLITA W. MCDONOUGH-LIMA
Notary Public Until Dec. 31, 2024
Pasig City, San Juan, & Pateros M. M.
Appointment No. 49 (2023-2024)
PTR No. 0139612/don. 03, 2023
IBP No. 173451/13-13-2023 for the year 2023.
MCLE ID: 0000000051
Roll No. 84083
2nd Flr. Arma Center Velasco Ave.
Mallbay, Pasig City

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of SEP 12 2023 2023, Personally appeared Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of Ten (10) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 354
Page No. 77
Book No. 10
Series of 2023

Gerald P. Rubio
ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 243415
PTR No. 9004629
APPOINTMENT NO. 276(2023-2024)
PAGE 10 OF 10 | CONTRACT NO.: 100-23-07-1501
MCLE EXEMPTION NO. VII-BEP002249
TIN NO. 238-910-765

SECRETARY'S CERTIFICATE

I, **JAIME G. HOFILÉÑA**, of legal age, Filipino, being the Corporate Secretary of Ateneo de Manila University, Inc., a domestic corporation duly organized and existing under and by virtue of Philippine laws (the "Corporation"), with principal address at Katipunan Avenue, Loyola Heights, Quezon City, Philippines, do hereby certify as true and correct that the Board of Trustees of the Corporation, through its Executive Committee, approved and adopted the following set of resolutions at the latter's meeting held on 15 June 2023, during which a quorum was present and acting throughout:

RESOLVED, as it is hereby resolved, that, revising all previous resolutions on this matter, the following be authorized to sign, on behalf of the Ateneo de Manila University, any contract, deed, agreement, and other legal instrument (hereafter referred to as "agreement") to be entered into by the University with external parties, within the parameters prescribed herein, in order to bind the University thereto:

1. *The University President:*

- a) *when there is a financial and/or property aspect entailed in the agreement of a value exceeding P10 million pesos, regardless of the duration of the agreement;*
- b) *when there is no financial and/or property aspect entailed in the agreement and the duration of the agreement is for more than three fiscal years;*
- c) *when the agreement obligates the University through more than one academic or administrative cluster, regardless of the value of the financial and/or property aspect involved and regardless of the duration of the agreement;*
- d) *when the agreement is entered into with a government agency the authorized signatory of which has a rank equivalent to Secretary or higher;*
- e) *when the agreement is entered into with another educational institution, local or foreign, the authorized signatory of which is the institution's President or an official of equivalent rank;*
- f) *in all instances when the signing authority is not specifically delegated to other University officials as provided herein or by special resolutions of the Board of Trustees acting en banc or through its Executive Committee;*

2. *The Vice President for Finance and Treasurer:*

- a) *in accordance with the provisions of items 3,a and b, below, pertinent to the Vice President for Finance and Treasurer's functional areas of responsibility;*
- b) *when there is a financial and/or property aspect entailed in the agreement of a value exceeding Three Million Pesos but not more than Ten Million Pesos, regardless of the duration of the agreement;*

3. *The Vice Presidents, each within their respective functional areas of responsibility or as specifically provided below:*

- a) *when there is no financial and/or property aspect entailed in the agreement and the duration of the agreement:*
 - i. *encompasses more than one fiscal year but not more than three fiscal years; or*
 - ii. *does not encompass more than one fiscal year but obligates more than one school unit within the pertinent academic cluster, regardless of the duration of the agreement;*

- b) when there is a financial and/or property aspect entailed in the agreement of a value not exceeding Three Million Pesos and the duration of the agreement encompasses more than one fiscal year but not more than three fiscal years;
 - c) the academic Vice Presidents, on all contracts for the hiring of full time teachers/members of the faculty within their respective functional areas of responsibility, and the Vice President for Human Resources, on all contracts for the hiring of non-academic employees and non-academic independent contractors; provided, that the University President retains the authority to accept resignations of all employees of the University, whether full time or part time teachers/members of the faculty or non-academic employees
4. The Headmaster, Principals, and School Deans, each within their respective functional areas of responsibility only within their respective school units:
- a) when there is no financial or property aspect entailed in the agreement and the duration of the agreement does not encompass more than one fiscal year;
 - b) when there is a financial and/or property aspect entailed in the agreement of a value not exceeding One Million Pesos and the duration of the agreement does not encompass more than one fiscal year;
 - c) on all contracts for the hiring of part time teachers/members of the faculty and academic independent contractors within their respective functional areas of responsibility only within their respective school units; provided, that the University President retains the authority to accept resignations of part time teachers/members of the faculty

RESOLVED FURTHER, that for the purposes of this set of resolutions, "financial aspect" refers to all forms of definite and present monetary, in-kind or service considerations, whether in favor of or due from the University, and "property aspect" refers to disposition of or encumbrance on University assets or properties, including, but not limited to movables, real properties, and intellectual properties;

RESOLVED FURTHER, that specifically-named and authorized signatories for specific transactions, as may be required under special circumstances, including but not limited to the requirements of banks and other financial institutions and funding institutions, shall be designated by separate resolutions of the Board of Trustees acting en banc or through its Executive Committee

SEP 05 2023

IN WITNESS WHEREOF, I have hereunto affixed my signature this _____ 2023, at Quezon City, Philippines.

Jaime G. Hofileña
JAIME G. HOFILEÑA
 Corporate Secretary

SEP 05 2023

SUBSCRIBED AND SWORN TO before me this _____ 2023, at Quezon City, Philippines, affiant exhibiting to me his official identification consisting of his

NRID 400 1502-6857725-8

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 Page No. 72 ;
 Book No. 40 ;
 Series of 2023.

Patricia S. David
ATTY. PATRICIA S. DAVID

Notary Public until December 31, 2024
 Adm. Matter No. NP-046 (2023-2024)
 Attorney's Roll No. 43440, 06/02/14
 PTR No. 402445, 01/03/23, QC
 IBP Lifetime No. 012752, 04/10/14, PPLM
 MCLE 7th Compliance Cert. # 0007341 issued 10/16/21
 Unit 212 The Burgundy Place Condominium
 174 B. Gonzales St. corner Katipunan Avenue
 Loyola Heights, Quezon City | Telefax (02)8-426-7548



PASIG
CITY GOVERNMENT

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION

Date: 07 September 2023
RFQ No.: R1 100-23-07-1501

Name of Company: Ateneo de Manila University, Inc.
Address: Katipunan Avenue, Loyola Heights, 1108, Quezon City
Name of Store/Shop: Ateneo Center for Organization Research and Development
Address: Katipunan Avenue, Loyola Heights, 1108, Quezon City
TIN: 000-707-829-000
PhilGEPS Registration Number: 2200-56090

The City Government of Pasig, through the Bids and Awards Committee (BAC), intends to procure Consultancy Services for the Policy Formulation Workshop on Mental Health – Human Resource Development Office with an Approved Budget for the Contract (ABC) of **Php 910,000.00**, in accordance with Section 53.9 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184. Please quote your best offer for the item in the table below.

The Project shall be awarded as One Project having several items that shall be awarded as one contract. Quotations received exceeding each total Cost per Item and/or the total Approved Budget for the Contract shall be rejected.

Item No.	Item Description	QTY	UOM	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit cost	Total Cost
1	Consultancy Services, - Policy Formulation Workshop on Mental Health in the Workplace of City Government of Pasig September 13, 2023 - 150 pax September 18, 2023 - 55 pax September 25, 2023 - 55 pax (Online) October 03, 2023 - 150 pax - SEE ATTACHED TERMS OF REFERENCE	1	lot	910,000.00	910,000.00	900,000	900,000
Note: Other terms and conditions are stipulated in the attached Terms of Reference, if any.				Total	910,000.00	900,000	
DELIVERY TERM: Please refer to the Terms of Reference.							

IKA-450 TRON



TERMS OF REFERENCE

I. PROJECT TITLE

Policy Formulation Workshop on Mental Health in the Workplace of the City Government of Pasig

II. LOCATION

Pasig City

III. PROJECT DESCRIPTION

This workshop aims to design a coherent, comprehensive, and effective Mental Health Policy in the City Government of Pasig that will benefit the health of employees, increase productivity, and contribute to the well-being of the community at large.

IV. PROPONENT AND IMPLEMENTING AGENCY

City Government of Pasig

V. APPROVED BUDGET OF THE CONTRACT (ABC)

The ABC for the procurement under this Terms of Reference for the Policy Formulation Workshop on Mental Health in Workplace of the City Government of Pasig is Nine Hundred Ten Thousand Pesos (Php 910,000.00).

VI. PROJECT BACKGROUND AND RATIONALE

Under Civil Service Commission (CSC) Resolution No. 1901265 or the Guidelines on the Development of Mental Health Program, in relation to CSC Memorandum Circular No. 4 S. 2020, government agencies are mandated to craft and implement a Mental Health Program (MHP) that will promote the over-all mental wellness and provide an inclusive, conducive, and supportive work environment for all public servants to ensure healthy and productive workforce. This Resolution is anchored on Republic Act No. 11036 or the Mental Health Act and Republic Act No. 11223, known as the Universal Health Care.

In compliance thereto, consultation workshop will be conducted to create a policy on MHP for the City Government of Pasig. This workshop will facilitate the exchange of knowledge, perspectives, and strategies among participants to ensure the feasibility and affordability of proposed policies.



Caruncho Avenue, Brgy. San Nicolas, Pasig City 1600 Metro Manila

Caruncho Avenue, Brgy. San Nicolas, Pasig City, Philippines 1600

(02) 8643-1111 * (02) 8641-1111 loc. 1461 * bidsandawards@pasigcity.gov.ph * pasigcity.gov.ph



VII. OBJECTIVES

The City Government of Pasig will procure and engage the skills and expertise of Project Consultant to craft a Mental Health Policy and deliver the necessary technical workshop that will:

1. Address stigma and discrimination suffered by employees with mental health conditions;
2. Strengthen effective leadership and governance for mental health;
3. Protect the rights of employees with mental health needs; and
4. Integrate mental health care in the basic health services for employees.

VIII. SCOPE OF WORK:

A. General Scope of Work/Service

Upon completion of the workshop, the Project Consultant will be able to formulate a Mental Health Policy for the City Government of Pasig.

B. Specific Scope of Work/Service

The Project Consultant is expected to:

1. Prepare and submit the final Mental Health Policy of the City Government of Pasig;
2. Design and facilitate four (4) sessions of Mental Health Policy Formulation Workshop;
3. Prepare soft copies of the instructional materials;
4. Provide logistical and technical requirements such as the e-workshop platform;
5. Collect and consolidate participants' output as prescribed by the modules/outline;
6. Conduct one consultancy session to discuss the proposed Mental Health Policy of the City Government of Pasig; and

IX. PROJECT SCHEDULE

The four (4)-day consultation workshop shall be conducted on September 11, 13, 25, and October 3, 2023 at a venue within Pasig City, with the following participants:

1. Department Heads; and
2. One (1) Administrative Officer per office/department



Caruncho Avenue, Brgy. San Nicolas, Pasig City 1600 Metro Manila

Caruncho Avenue, Brgy. San Nicolas, Pasig City, Philippines 1600

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ACTIVITIES	DELIVERABLES	OFFICE/ PERSON RESPONSIBLE
1st Session – September 11, 2023 (150 participants; face to face; whole day session)		
<ol style="list-style-type: none"> Discussion of the objectives of the activity Lecture on the following topics: <ul style="list-style-type: none"> Understanding Mental Health and Well-Being Skills on Mental Health Response Communicating and Building Capabilities for Mental Health Support 	<ul style="list-style-type: none"> Briefing/Orientation conducted Discussed Mental Health-related topics 	Project Consultant
2nd Session – September 13, 2023 (55 participants; face to face; whole day session)		
<ol style="list-style-type: none"> Analysis of Mental Health needs of City Government of Pasig employees Facilitation of write-up session/drafting of policy for mental health of the City Government of Pasig 	<ul style="list-style-type: none"> Analyzed the mental health needs of City Government of Pasig Employees Facilitated write-up session/ drafting of policy 	Project Consultant
3rd Session – September 25, 2023 (55 participants; online; half day session)		
<ol style="list-style-type: none"> Continuation of write-up session/drafting of policy for mental health of the City Government of Pasig 	<ul style="list-style-type: none"> Facilitated write-up session/ drafting of policy 	Project Consultant
4th Session – October 3, 2023 (150 participants; face to face; half day session)		
<ol style="list-style-type: none"> Presentation of draft mental health policy of the City Government of Pasig Evaluation of draft policy on Mental Health of the City Government of Pasig 	<ul style="list-style-type: none"> Presented the draft Mental Health Policy Evaluated the draft policy Mental Health of the City Government of Pasig 	Project Consultant and Participants



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October 10, 2023		
1. Consultation on the proposed Mental Health Policy of the City Government of Pasig	• Comments on the proposed Mental Health Policy of the City Government of Pasig	Project Consultant
October 17, 2023		
1. Submission of draft Mental Health Policy with terminal reports	• Submitted the draft Mental Health Policy with terminal reports containing workshop process/outputs and workshop evaluation	Project Consultant
October 24, 2023		
1. Finalization of Mental Health Policy of the City Government of Pasig	• Finalized Mental Health Policy of the City Government of Pasig	Project Consultant

X. METHODOLOGY

The Project Consultant, to ensure the objectives of this workshop are realized, shall utilize various methods such as lecture and group discussions, multimedia/presentation, online meeting, simulation/ peer coaching, and offline coaching (feedback on mental health policies and strategies).

XI. QUALIFICATION OF CONSULTANT

The Prospective Consultant shall be a training provider accredited by the CSC that has been involved in providing policy formulation workshop on mental health for at least three (3) years.

The following documents must be submitted by the Prospective Consultant for verification of qualifications:

1. Certificate of Accreditation from the Civil Service Commission;
2. Curriculum Vitae of Project Lead/Manager; and
3. List of ongoing and/or completed engagements relating to Mental Health Policy Formulation Workshop with LGUs and/or national governments, attached Certificate of Completion, if applicable.

The Prospective Consultant must assign a Project Lead/Manager and four (4) research assistants/documenters.



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The Prospective Consultant shall be evaluated using the Quality-Based Evaluation Procedure. For it to be qualified, the Prospective Consultant must acquire a minimum score of 85 points. The criteria thereof are, as follows:

CRITERIA	POINTS
A. Educational Requirement of Project Lead/Manager and Research Assistants/Documenters	15 points
1. Project Lead/Manager <i>Related to the following fields: Organizational and human resource studies, psychology, or public administration and development</i> a. Graduate of Doctoral's Degree (15 pts) b. Graduate of Master's Degree (10 pts) c. Graduate of Bachelor's Degree (5 pts)	
B. Professional Experience of the Project Consultant	15 points
At least have three (3) ongoing and/or completed engagements with LGUs and/or national governments in terms conducting Mental Health Policy Formulation Workshop a. Three (3) or more ongoing and/or completed engagements with LGUs and/or national governments in terms conducting Mental Health Policy Formulation Workshop (15 pts) b. Two (2) ongoing and/or completed engagements with LGUs and/or national governments in terms conducting Mental Health Policy Formulation Workshop (10 pts) c. One (1) ongoing and/or completed engagements with LGUs and/or national governments in terms conducting Mental Health Policy Formulation Workshop (5 pts)	
C. Specialization	70 points
At least three (3) years of experience in conducting Mental Health Policy Formulation Workshop and other Human Resource-related activities a. Three (3) years or more of experience in conducting Mental Health Policy Formulation Workshop and other Human Resource-related activities (70 pts) b. Two (2) years of experience in conducting Mental Health Policy Formulation Workshop and other Human Resource-related activities (50 pts) c. One (1) year of experience in conducting Mental Health Policy Formulation Workshop and other Human Resource-related activities (25 pts)	
TOTAL	100



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XII. DURATION

The proposed consulting service for the project shall be undertaken within five (5) weeks, to commence upon the issuance of notice to proceed

XIII. MODE/SCHEDULE OF PAYMENT

ACTIVITIES/ OUTPUT SUBMITTED	PAYMENT SCHEDULE	ESTIMATED TIME OF COMPLETION
Signing of Memorandum of Agreement	50%	September 8, 2023
Completion of Workshop and Submission of Mental Health Policy with Terminal Reports	50%	October 31, 2023

XIV. CONSULTANT DELIVERABLES

1. Formulates the Mental Health Policy of the City Government of Pasig;
2. Provides the City Government of Pasig with the terminal report containing the workshop process/outputs and workshop evaluations
3. Prepares and distributes soft copies of the instructional materials; and
4. Issues e-Certificate of Attendance/Participation/Completion for the participants.

XV. SUSPENSION

The City shall, by written notice of suspension to the CONSULTANT, suspend all payments to the CONSULTANT, if the CONSULTANT fails to perform any of his obligations due to his own fault, except for failure due to force majeure or other circumstances beyond the control of the CONSULTANT.

The CONSULTANT may, without prejudice to within its right to terminate the Contract, by written notice of suspension, suspend the Services if the delivery of the consultant's services such as, non-receiving of money due to the consultants within thirty (30) days after receiving notice from the CONSULTANT that such payment is overdue.

XVI. TERMINATION

The CONSULTANT shall assume full responsibility for the contract work from the commencement to completion up to final acceptance by the City and shall be responsible for the delay of the works except those occasioned by force majeure.

The City may terminate the contract through a written notice of termination given to the consultant not less than thirty (30) days after the consultant fails to remedy a failure in the performance of obligations.





XVII. LIQUIDATED DAMAGES

The CONSULTANT shall complete the Project stipulated herein. Failure to complete the same within the stipulated time shall entitle the City Government to Liquidated Damages ("LD") in an amount equal to at least one tenth (1/10) of the percent (1%) of the cost of the unperformed portion of the Project for every day of delay.

In case the delay in the completion of the work exceeds a period equivalent to ten percent (10%) of the specified contract time plus anytime extension duly granted to the CONSULTANT, the City Government may rescind the contract and awards the same to another qualified CONSULTANT through negotiated contract.

Prepared by:

ELVIRA R. FLORES, MNSA, CESE
City Human Resource Development Officer



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Submit this Quotation (Accomplished and duly signed by the Owner or the respective Authorized Representative indicated in the Secretary's Certificate/Special Power of Attorney) not later than the closing date specified in the Bid Notice Abstract posted in PhilGEPS website along with the following documents:

- Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.
- PhilGEPS Registration Number
- Income Tax Return - Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

1. Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
 2. Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
- Accomplished and notarized Omnibus Sworn Statement ([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statements\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statements(Revised).docx))
 - Proof of Authorization: Secretary's Certificate if corporation, or Special Power of Attorney, if individual.

ADDITIONAL REQUIREMENTS:

For Procurement of Drugs and Medicines:

Documents from the Food and Drug Administration (FDA):



- a. Certificate of Product Registration;
- b. Certificate of Good Manufacturing Practice;
- c. License to Operate;
- d. Batch Release Certificate (for vaccines, toxoids and immunoglobulins only) (to be submitted upon delivery); and
- e. Certificate of Analysis (for anesthesia and antibiotics) (to be submitted upon delivery).

If the Supplier is not the Manufacturer, a certification from the Manufacturer that the supplier is an authorized distributor/dealer of the products/items.

Please submit the accomplished Quotation and required documents on or before the deadline of submission at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City.

All documents should be submitted in a sealed brown envelope addressed to the "Bids and Awards Committee, 4th Floor, Pasig City Hall", and properly marked with the Project Title as provided herein.

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The CITY GOVERNMENT OF PASIG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For any clarification, you may contact us at telephone no. (02) 8641-1111 / (02) 8643-1111 loc. 1461 or email address at bidsandawards@pasigcity.gov.ph



ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office

I hereby certify that I have read and agree to this Request for Quotation, its Terms of Reference, and Bid Bulletin/s, if any. I further certify that the products to be delivered will conform to the specifications stated in the Item Description.

Conforme:


CZARINA SALOMA-AKPEDONU

Signature over Printed Name

Dean, School of Social Sciences

Position

Duly authorized to sign quotation/offer for and on behalf of Ateneo de Manila University, Inc.
(Please indicate Company Name)

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