

CONTRACT OF SERVICE



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service executed by and between:

The **DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT REGION [V]**, an agency of the National Government organized and established under Republic Act No. 6975 otherwise known as the "Department of the Interior and Local Government (DILG) Act of 1990," with office address at **4500 Rizal St., Old Albay District, Legazpi City, Albay**, represented by its Regional Director, **Atty. Arnaldo E. Escobar Jr., CESO V**, herein referred to as "**FIRST PARTY**";

-and-

The **Caucus of Development NGO Networks, Inc.**, an accredited non-government entity established under Corporation Code RA 11232 with its principal office at 146-B B. Gonzales St., Loyola Heights, Quezon City, 1108 Philippines, represented herein by its Chairperson, **AURORA CHAVEZ-DE GUZMAN** of Caucus of Development NGO Networks, Inc., herein referred to as "**SECOND PARTY**"

WITNESSETH: That,

WHEREAS, former President Rodrigo Roa Duterte, through Executive Order No. 70 s. 2018, which recognizes the need to reframe, refocus the government policy and to address the root cause of insurgency and directing the adoption of a national peace framework.

WHEREAS, Republic Act No. 11936 or the FY 2023 General Appropriations Act (GAA) authorizes the implementation of Local Government Support Fund – Support to Barangay Development Program (LGSF – SBDP) of the National Task Force to End Local Communist Armed Conflict (NTF – ELCAC) and mandates the Department of the Interior and Local Government (DILG) to monitor and evaluate the implementation of the Third-Party Monitoring (TPM) of LGSF-SBDP projects.

WHEREAS, under the development priorities in the recently issued Philippine Development Plan (PDP) 2023-2028, and as part of the existing Department's monitoring and evaluation framework, *the DILG shall continue to pursue Third-Party Monitoring (TPM) of state-funded projects. This is among the strategies that shall foster higher levels of trust, satisfaction, and political efficacy among the public to address the complex challenged of building integrity and preventing corruption.*

WHEREAS, under Section 7.3 of Memorandum Circular No. 2022-005 Guidelines on the Accreditation of Civil Society Organizations to Co-Implement DILG Programs and Projects. For CSOs engaged in implementing Department PPAs as providers of goods and services, the engagement shall be formalized thru a Memorandum of Agreement (MOA) signing to set the conditions of the partnership.

WHEREAS, one hundred and fifty-seven (157) infrastructure and non-infrastructure projects have already been completed, while one hundred and seventy-four (174) projects are in the process of on-going implementation under the Local Government Support Fund – Support to the Barangay Development Program reported by the Localization of the Executive Order No. 70 Project Management Office (LEO 70 – PMO) as of (29 JUNE 2023).

WHEREAS, the **SECOND PARTY** has the expertise and capacity to monitor LGSF-SBDP projects that are on-going and/or completed according to data provided in the Regional Project Monitoring System (RPMES) in their respective region.

WHEREAS, the **FIRST PARTY** recognizes that there is a need to provide technical and financial support to the **SECOND PARTY** in order to implement the Third-Party Monitoring (TPM) for the projects covered by the FY 2022 LGSF-SBDP.

NOW THEREFORE, for and in consideration of the foregoing premises, the DILG V and the **CAUCUS OF DEVELOPMENT NGO NETWORKS, INC.**, hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

- 1.1 Oversee the implementation of the TPM as specified in the approved work and financial plan;
- 1.2 Review and cause the approval of the Work and Financial Plan submitted by **SECOND PARTY**;
- 1.3 Provide the **SECOND PARTY** the amount of P500,000.00 (under expenditures code "Consultancy (5021103002)" chargeable against the *General Fund – New General Appropriations – Specific Budgets of National Government Agencies Fund* from the FY 2023 General Appropriations Act (GAA), RA No. 11936, sub-allotted to the Regional Office for the implementation of the Third Party Monitoring (TPM) for the FY 2021-2022 LGSF-SBDP for its budgetary requirements is to hire a Civil Society Organization (CSO) as the official TP Monitors based on the field guidelines to be released on the following payment schedules;

Stage	% of Total Project Cost	Amount (Php)
Upon contract signing and submission of Action Plan	15%	75,000
Upon at least 33% monitoring accomplishment (13 projects) as per submitted accomplished tools and report	20%	100,000
Upon at least 66% monitoring accomplishment (26 projects) as per submitted accomplished tools and report	20%	100,000
Upon at least 100% monitoring accomplishment (40 projects) as per submitted accomplished tools and report	20%	100,000
Upon submission of Terminal Report	25%	125,000
Total	100%	500,000

- 1.4 Mobilize the appropriate units and personnel as may be necessary in accordance with the Action Plan (with reference to Item 5 "Technical Specifications" in the Terms of Reference);
- 1.5 Issue a Certificate of Project Closure upon end of engagement; and
- 1.6 Undertake all other roles and responsibilities as may be deemed necessary for the implementation and execution of this MOA.



2. The **SECOND PARTY** shall:

- 2.1 Comprise of their Representative/Regional Network, the Coalition for Bicol Development (CBD) as the operational entity in the implementation of the TPM as provided in Item 6.1 under "Qualifications of Participating CSOs";
- 2.2 Nominate proposed members from their Representative/Regional Network, the Coalition for Bicol Development (CBD) who shall perform as Third Party Monitors and submit their individual profiles for approval of the FIRST PARTY;
- 2.3 Designate focal person/s who will be responsible for coordinating with the FIRST PARTY;
- 2.4 Provide and mobilize an individual or a team who shall conduct the TPM of the projects;
- 2.5 Facilitate and manage the actual conduct of the TPM as per the duly approved Framework and Tools, and Work and Financial Plan (WFP);
- 2.6 Submit progress report on a regular basis and/or as needed;
- 2.7 Submit terminal report to the FIRST PARTY at the end of the engagement; and
- 2.8 Issue an Official Receipt after every payment made by the FIRST PARTY.

III. OWNERSHIP OF INTELLECTUAL PROPERTY

The **FIRST PARTY** and **SECOND PARTY** hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of **RA 10055** (*An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes*), **RA 8439** (*An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government*), and **RA 8293** (*An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes*) including their respective Implementing Rules and Regulations, as well as existing and future policies of the **FIRST PARTY** on Intellectual Property Rights such as but not limited to the following:

1. Any publication arising from the activities undertaken by virtue of and pursuant to this Memorandum of Agreement (MOA) shall clearly establish and identify the Parties as the source of the output and grant, respectively.
2. All reports arising from activities undertaken by virtue of and pursuant to this MOA shall be made in the name of the Parties, as source of the output and grant, respectively. The names of the Third-Party Monitors shall be identified, recognized and included in the report.
3. The **FIRST PARTY** shall have the right to freely use all data and findings by virtue of and pursuant to this Contract for any of the purposes within its legal mandate. The **SECOND PARTY**, acknowledged as third-party monitors identified, recognized and included in the report, shall provide the **FIRST PARTY** written updates on the use of any of the data or information contained in the report and the purposes thereof, to ensure that government-funded project are utilized, continuously supported, and properly documented for the widest dissemination and use by the general public, and to encourage further scientific studies and researches.
4. The **SECOND PARTY** shall ensure that the project and its outcome would not violate the intellectual property rights of any third party.

VI. TERMINATION AGREEMENT OR NOTICE

The **FIRST PARTY** may, based on evidence of failure of the **SECOND PARTY** to comply with the terms of the agreement, or in the event the **SECOND PARTY** incurs unreasonable delay, inaction, or break of obligation under the Memorandum of Agreement, issue a notice of intent to terminate the agreement. The notice of intent to terminate has the force and effect of extending or modifying the conditions of the suspend order. Any modification of the condition of the suspend order shall be shown in the notice and discussed with the implementing second party. The **FIRST PARTY** shall give not less than ten days written notice to the **SECOND PARTY** of intent to terminate the agreement in whole or in part.

After the **SECOND PARTY** has been notified and/or afforded opportunity for discussion, the Regional NGO concerned may request authorization from the **FIRST PARTY** to terminate the agreement in whole or in part. If the **FIRST PARTY** concurs in the termination action, the termination notice will be forwarded to the **SECOND PARTY**. The termination notice shall establish the effective date of the termination of the agreement and the amount and date of payment of any sums due either party.

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation or interpretation of this agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

VII. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

VIII. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon signing until October 2023 (pursuant to the Terms of Reference under Item 3 "Project Duration").


For the DEPARTMENT OF THE INTERIOR
AND LOCAL GOVERNMENT

By:


ATTY. ARNALDO E. ESCOBAR JR., CESO V
Regional Director

For the CIVIL SOCIETY ORGANIZATION

By:


AURORA C. DE GUZMAN
Chairperson, CODE-NGO

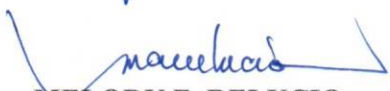
Signed in the presence of:



RAY B. CACERES
Provincial Director - Albay



JESICA F. CAPRICHIO
Executive Director, CBD



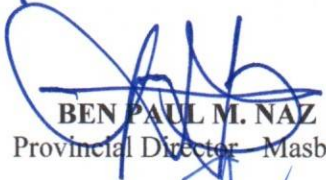
MELODY E. RELUCIO
Provincial Director - Camarines Norte



JULIUS RODEL L. CAL-ORTIZ
Provincial Director - Camarines Sur



ULDARICO S. RAZAL JR.
Provincial Director - Catanduanes



BEN PAUL M. NAZ
Provincial Director - Masbate



ARNEL RENATO L. MADRIDEO
Provincial Director - Sorsogon

CERTIFIES AS TO THE AVAILABILITY OF FUNDS:



MARILI M. PECSON
Chief, Budget Section

ACKNOWLEDGMENT

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

BEFORE ME, on this JUL 13 2023 day of (month), (year) at **LEGAZPI CITY**, personally appeared the following officers, namely:

ATTY. ARNALDO E. ESCOBAR JR., CESO V Regional Director Department of the Interior and Local Government	for the "DILG" <ul style="list-style-type: none">• ID No. <u>C-5303</u>• Issued in <u>2023 MAY</u>• Valid until <u>2029 MAY</u>
AURORA C. DE GUZMAN Chairperson Caucus of Development NGO Networks, Inc.	for the "CSO" <ul style="list-style-type: none">• ID No. <u>P5599063A</u>• Issued in <u>12 JAN 2018</u>• Valid until <u>11 JAN 2028</u>

who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the agencies they represent therein.

This instrument consisting of _____ () pages including this page and Annexes [] on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and at bottom of the same instrument on page 4, refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

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

NOTARY PUBLIC
ATTY. RANULFO R. LAFUENTE
NOTARY PUBLIC
Until December 31, 2024
IBP No. 180496 Issued 11/25/22
PTR No. 0134466M Issued 01/03/2023
Roll of Atty. No. 32829
MCLE Compliance No. IV-
0010298-12/13/12
2nd Flr., Peeson Bldg., Brgy. 19
Gabangan, Legazpi City

Doc. No. 288 ;
Page No. 60 ;
Book No. 29 ;
Series of 2023



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
Regional Office V
Legazpi City

BAC RESOLUTION DECLARING CAUCUS OF DEVELOPMENT NGO NETWORKS THE BIDDER WITH THE SOLE HIGHEST RATED AND RESPONSIVE BIDDER FOR THE CONTRACT: PROVISION OF CONSULTANCY SERVICES FOR THE CONDUCT OF DILG V 2023 IMPLEMENTATION OF THE THIRD PARTY MONITORING FOR LOCAL GOVERNMENT SUPPORT FUND-SUPPORT TO THE BARANGGAY DEVELOPMENT PROGRAM (LGSF-SBDP) PROJECTS
SHRRB-RFP NO.CON-2023-06-001

WHEREAS, the Department of the Interior and Local Government Regional Office No. 5 requested quotation/s for the **PROVISION OF CONSULTANCY SERVICES FOR THE CONDUCT OF DILG V 2023 IMPLEMENTATION OF THE THIRD PARTY MONITORING FOR LOCAL GOVERNMENT SUPPORT FUND-SUPPORT TO THE BARANGGAY DEVELOPMENT PROGRAM (LGSF-SBDP) PROJECTS** with an Approved Budget for the Contract (ABC): Five Hundred Thousand Pesos (500,000.00).

WHEREAS, the BAC resorted to **SMALL VALUE PROCUREMENT (53.9)** as an alternative mode of procurement posted in the Project Bulletin Board for the period from June 20, 2023 to June 23, 2023.

WHEREAS, the committee waived the formalities of competitive bidding procedures, the evaluation shall be per lot basis.

WHEREAS, the BAC Secretariat presented Four (4) quotations from bidders/suppliers as follows:

BIDDER	BID AMOUNT	REMARKS
CAUCUS OF DEVELOPMENT NGO NETWORKS	Php 500,000	S/HRRB
ACERT	DQ: NON-COMPLIANT TO TERMS OF REFERENCE	DQ: NON-COMPLIANT TO TERMS OF REFERENCE
EDUCO	DQ: NO RETURNED RFP	DQ: NO RETURNED RFP
BCDI, INC.	DQ: NO RETURNED RFP	DQ: NO RETURNED RFP

WHEREAS, upon examination, validation and verification of all the eligibility, technical and financial requirements submitted by **CAUCUS OF DEVELOPMENT NGO NETWORKS** its bid was found to be responsive with an evaluated rating of 100%;

WHEREAS, the BAC declared and recommended **CAUCUS OF DEVELOPMENT NGO NETWORKS** as the Sole Highest Rated and Responsive Bidder.

NOW, THEREFORE, We, the members of the Bids and Awards Committee, hereby RESOLVE, as it is hereby RESOLVED

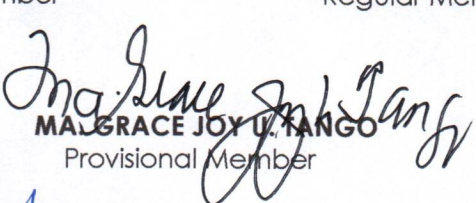
To recommend for the approval and awarding of **PROVISION OF CONSULTANCY SERVICES FOR THE CONDUCT OF DILG V 2023 IMPLEMENTATION OF THE THIRD PARTY MONITORING FOR LOCAL GOVERNMENT SUPPORT FUND-SUPPORT TO THE BARANGGAY DEVELOPMENT PROGRAM (LGSF-SBDP) PROJECTS** to **CAUCUS OF DEVELOPMENT NGO NETWORKS** as the bidder with the Sole Highest Rated and Responsive Bid in the amount of Five Hundred Thousand Pesos Only (500,000.00).

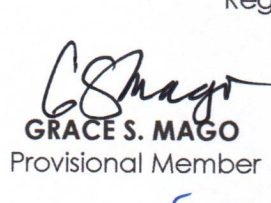
RESOLVED, at the DILG RO V Conference Room this 29th day of June 2023.


RICO E. GAURINO
Regular Member


ATTY. MAGDALENA A. BORBE-MALLARI
Regular Member


MAE G. CLEMENTE
Regular Member


MA. GRACE JOY U. TANGO
Provisional Member


GRACE S. MAGO
Provisional Member


DARLYN D. AYENDE
BAC Chairperson


MA. RUTHEL P. GIGANTOCA
BAC Vice-Chairperson



Republic of the Philippines
Department of the Interior and Local Government
Regional Office V

REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

July 3, 2023

The Manager

CAUCUS OF DEVELOPMENT NGO NETWORK, INC. (CODE-NGO)
146-B B. Gonzales, Loyola Heights, Quezon City

Dear Sir/Madam:

We are pleased to inform you that your quotation for the **Provision of Consultancy Services for the Conduct of DILG V 2023 Implementation of the Third Party Monitoring for Local Government Support Fund-Support to the Baranggay Development Program (LGSF-SBDP) Projects** with the contract price equivalent to Five Hundred Thousand Pesos Only (500,000.00) is hereby accepted.

Please acknowledge receipt and acceptance of this Notice by signing all copies. Retain one copy and return the other to the BAC Secretariat Office, DILG Regional Office V, Rizal Street Legazpi City.

Very truly yours,

ATTY. ARNALDO E. ESCOBAR JR, CESO V
Regional Director

CONFORME:

By: AURORA C. DE GUZMAN
(Signature over Printed Name)

Date: 07 JUL 2023



Republic of the Philippines
Department of the Interior and Local Government
Regional Office V

REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

July 3, 2023

The Manager

CAUCUS OF DEVELOPMENT NGO NETWORK, INC. (CODE-NGO)
146-B B. Gonzales, Loyola Heights, Quezon City

Dear Sir/Madam:

The attached Notice of Award for the **Provision of Consultancy Services for the Conduct of DILG V 2023 Implementation of the Third Party Monitoring for Local Government Support Fund-Support to the Baranggay Development Program (LGSF-SBDP) Projects** has been approved; notice is hereby given to you to proceed on your delivery with the above-mentioned, as stated upon receipt of this Notice.

Please acknowledge receipt and acceptance of this Notice by signing all copies on the space provided below. Retain one copy and return the other to the BAC Secretariat Office, DILG Regional Office V, Rizal Street Legazpi City.

Very truly yours,

ATTY. ARNALDO E. ESCOBAR, JR. CESO V
Regional Director

CONFORME:

By:
(Signature over Printed Name)

Date: 7 4 JUL 2023