

**CONTRACT AGREEMENT FOR THE ENROLLMENT IN PERFORMANCE GOVERNANCE SYSTEM
(PGS) COMPLIANT STAGE FOR PCA TRANSFORMATION JOURNEY THROUGH DIRECT
CONTRACTING**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is executed this ____ day of NOV 14 2022 20____, by and between:

PHILIPPINE COCONUT AUTHORITY; a government-owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at Elliptical Road, Diliman, Quezon City and herein represented by its **Administrator BENJAMIN R. MADRIGAL, JR.**, hereinafter referred to as the "**PCA**".

and

INSTITUTE FOR SOLIDARITY IN ASIA (ISA), a private company duly registered and existing under the laws of the Republic of the Philippines with business office at 14th Floor Trident Tower, 312 Sen. Gil Puyat Avenue, Makati City represented by **MR. LEONARDO JOSE M. BERBA**, herein referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, the PCA seeks to procure the Enrollment in Performance Governance System (PGS) Compliant Stage for PCA Transformation Journey;

WHEREAS, the Institute for Solidarity in Asia (ISA) is the sole owner and exclusive service provider of the PGS in the Philippines with Intellectual Property Registration No. 4-2010-014072 and Certificate of Copyright Registration No. 0-2014-00508;

NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- | | |
|--|-------------|
| a. Terms of Reference (TOR) with Conformity of ISA | - "Annex B" |
| b. Intervention and Financial Proposal of ISA | - "Annex C" |
| c. Eligibility Requirements | - "Annex D" |

**ARTICLE I
SCOPE OF WORK**

ISA shall cover the conduct of four (4) interventions, as follows:

1. OSM Capacity Building and MSGC Management
Through Capacity Building modules, the Office of Strategy Management (OSM) will be capacitated to organize and execute functions relevant to the organization's strategy management efforts. Aside from capacity building, the OSM will also be assisted in constituting its own Multi-Sectoral Governance Council (MSGC).
2. Shadowing Program
Knowledge sharing between PCA OSM and identified partner PGS OSMs will be the main objective of the said program. Specifically, partner OSMs with successful experience on strategy management and organizational engagement shall be tapped to share best practices that PCA's OSM could adapt and take note of.



3. Spot Audit
- A spot audit will be facilitated to check the organization’s readiness for the PGS Compliance Revalida. This intervention will also validate the embeddedness of the PGS mechanisms according to the requirements of the PGS Compliance Stage.
4. Compliance Pre-Revalida
- A run-through of the revalida presentation will be conducted for the organization. A panel will critique PCA’s progress in managing its strategy and provide inputs as to how PCA’s revalida materials can be further enhanced.
5. Revalida
- The organization presents its Compliant Stage progress and outputs to a specially convened panel of stakeholders, industry experts and governance practitioners. Passing the revalida will entitle PCA to be conferred the PGS Compliant status.:

Deliverables / Interventions of ISA shall include:

Deliverables / Interventions	Timeline
1. OSM Capacity Building and MSGC Man-agement	45 calendar days upon signing of contract
2. OSM Shadowing Program	30 calendar days after #1
3. Spot Audit	15 calendar days after #2
4. Compliance Pre-Revalida	20 calendar days after #3
5. Revalida	10 calendar days after #4

ISA agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery and receipts of the services by the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring the deliveries and acceptance have been complied with in accordance with the provisions of the terms and conditions of the contract to the satisfaction of all parties and to facilitate the timely payments of the contract price of part thereon due and demandable thereon.

ARTICLE II

CONTRACT AMOUNT

The PCA hereby covenants to pay ISA the amount FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED EIGHTY PESOS (Php413,280.00), inclusive of applicable twelve percent (12%) VAT upon faithful compliance with terms and conditions and in the manner prescribed by this contract agreement.

ARTICLE III

TERMS OF PAYMENT

Payment shall be made in phases with the following schedule:

Amount	Timeline
25% of contract price	Within two (2) weeks after the conduct of OSM Capacity Building
25% of contract price	Within two (2) weeks after the conduct of Shadowing Program
25% of contract price	Within two (2) weeks after the conduct of Compliance Pre-Revalida
25% of contract price	Within two (2) weeks after the conduct of Revalida

No other reimbursable cost shall be charged to PCA if the intervention/s shall be done thru online or other videoconferencing platforms.



ARTICLE IV
INSTITUTIONAL ARRANGEMENTS

ISA shall report directly to the PCA Administrator through the Head of the PCA Corporate Planning Service (CPS).

ARTICLE V
LIQUIDATED DAMAGES

If ISA fails to satisfactorily deliver any or all of the Goods/services within the delivery period specified in the Terms of Reference herein attached as Annex "B", from receipt of the Notice to Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages for every day of delay, at least equal to one-tenth of one percent (0.10%) of the cost of the delivered price of delayed Goods/services or part thereof of delay until actual delivery.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


PHILLIPPINE COCONUT AUTHORITY

INSTITUTE FOR SOLIDARITY IN ASIA
(ISA)

By:

By:


BENJAMIN R. MADRIGAL, JR.
Administrator


MR. LEONARDO JOSE M. BERBA
Authorized Representative

Signed in the presence of:

_____ 
MARIA JOSE GUADALUPE R. LUNTAD

ACKNOWLEDGEMENT

Republic of the Philippines)

CITY OF MANILA) s.s.

BEFORE ME, as Notary Public for and in CITY OF MANILA, personally appeared **BENJAMIN R. MADRIGAL, JR.**, Administrator and authorized representative of the Philippine Coconut Authority, with ID No. _____, and **MR. LEONARDO JOSE M. BERBA**, authorized representative of INSTITUTE FOR SOLIDARITY IN ASIA (ISA), with ID No. _____, both known to me and to me known as the same persons who executed the foregoing Contract Agreement for the Enrollment in Performance Governance System (PGS) Compliant Stage for PCA Transformation Journey and they acknowledged to me that the same is free and voluntary act and deed of the principals they respectively represent.

WITNESS MY HAND AND SEAL this NOV 14 2022 day of _____ 20____.

Doc. No. 411;
Page No. 84;
Book No. 21;
Series of 20 22.

Notary Public
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
MRP NO. 178398 - 01/03/2022, PASIG
PTR NO. 0060197 - 01/03/2022 MALA
ROLL NO. 29673, 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, MIA. (25)

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