



National Center for Mental Health

August 8, 2023

INSTITUTE FOR SOLIDARITY IN ASIA (ISA)
9/F Philamlife Tower,
8767 Paseo de Roxas,
Makati City, 1226 Philippines
Tel. Nos.: (632) 8884-1494 L:108

NOTICE OF AWARD
National Center for Mental Health

RECEIVED
AUG 30 2023

ACCOUNTING DIVISION
Date Received: Aug 2023
Received by: LEA N. CORTEZ

BUDGET & FINANCE SECTION
NATIONAL CENTER FOR MENTAL HEALTH
CITY OF MANDALUYONG
Received by: [Signature]
Date: 8/29 Time: [Blank]

OFFICE OF THE FINANCE MANAGEMENT SERVICE
NATIONAL CENTER FOR MENTAL HEALTH
CITY OF MANDALUYONG
Date: AUG 29 2023 Time: 2:29pm
Received by: [Signature]

Sir / Madam:

Please be advised that an Alternative Methods of Procurement – Direct Contracting is used by the National Center for Mental Health – Bids and Awards Committee for Contract Services and Consultancy for the **Procurement of Services for the Implementation of National Center for Mental Health (NCMH) Performance Governance System (PGS) – Compliance Stage CY 2023** and is hereby awarded to your company the following:

ITEM / DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE														
<p>Procurement of Services for the Implementation of National Center for Mental Health (NCMH) Performance Governance System (PGS) – Compliance Stage CY 2023</p> <p>ISA INTERVENTION PROPOSAL</p> <p>PROJECT BRIEF NCMH has tapped ISA to provide strategy management services through the PGS, a platform for designing, executing, monitoring, and sustaining strategy. The PGS pathway is composed of the following four stages: (1) Initiation, which focuses on strategy design; (2) Compliance, which focuses on strategy execution; (3) Proficiency, which focuses on monitoring and evaluation of the strategy; and (4) Institutionalization, which focuses on the attainment of breakthrough results and sustainability of the strategy.</p> <p>Beyond operational effectiveness and to complement process improvements, PGS puts premium on the strategic impact that an organization can make, given its mandate. Through ISA's services, NCMH will be guided by ISA in its strategy formulation and strategy execution using the principles and governance mechanisms of the PGS to meet the rising needs of Philippine public sector institutions. The interventions under this proposal are meant to prepare NCMH in fulfilling the requirements for the second stage of the PGS Pathway, the Compliance Stage.</p> <p>INTERVENTIONS FOR THE NATIONAL CENTER FOR MENTAL HEALTH The contracts the ISA for the following interventions:</p> <table border="1"> <thead> <tr> <th>INTERVENTION</th> <th>DESCRIPTION</th> <th>OUTPUTS</th> <th>COST</th> </tr> </thead> <tbody> <tr> <td>Onsite Strategy Review</td> <td>An onsite review of the current strategy of the hospital and how this can extend to 2028 shall be conducted in order to update the basic governance documents and align them to the priorities of the Philippine Development Plan and the Department of Health.</td> <td>Updated Basic Governance Documents</td> <td>PHP 159,000.00</td> </tr> <tr> <td rowspan="2">Online OSM Capacity Building & MSGC Management</td> <td>The NCMH OSM will be provided with capacity building and handholding in order to enable the OSM to fulfil its functions.</td> <td>OSM Concept Paper/ calendar of Activities</td> <td rowspan="2">PHP 95,000.00</td> </tr> <tr> <td>The NCMH will be assisted in the development of activities for the operations and management of the MSGC.</td> <td>MSGC Concept Paper</td> </tr> </tbody> </table>	INTERVENTION	DESCRIPTION	OUTPUTS	COST	Onsite Strategy Review	An onsite review of the current strategy of the hospital and how this can extend to 2028 shall be conducted in order to update the basic governance documents and align them to the priorities of the Philippine Development Plan and the Department of Health.	Updated Basic Governance Documents	PHP 159,000.00	Online OSM Capacity Building & MSGC Management	The NCMH OSM will be provided with capacity building and handholding in order to enable the OSM to fulfil its functions.	OSM Concept Paper/ calendar of Activities	PHP 95,000.00	The NCMH will be assisted in the development of activities for the operations and management of the MSGC.	MSGC Concept Paper	1	---	Php682,080.00	Php682,080.00
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"There is no Health without Mental Health"



Hybrid Spot Audit	A spot audit to check on the progress of the lower-level units regarding their performance commitments will be conducted to assess the organization's readiness for the PGS Compliance Revalida. The spot audit will also validate how PGS mechanisms have been embedded in the organization vis-a-vis the requirements of the PGS Compliance Stage.	Spot Audit Report	PHP 174,000.00
Online Pre-Revalida	A dry-run of the revalida presentation will be conducted for the organization. A panel composed of ISA Executive(s) and associates will be present to critique the organization's strategy map.	Refined Revalida presentation	PHP 55,000.00
Online Compliance Revalida	The organization will present its Initiation Stage progress and outputs to a specially-convened panel of stakeholders, industry experts, and governance practitioners. Passing the revalida will entitle the organization to be conferred the PGS Initiated status.	PGS Compliant Status	PHP 126,000.00

Professional Fees

The estimated total project cost is at six hundred eighty two thousand and eighty pesos only (Php682,080.00), inclusive of all taxes.

Strategy Review	PHP 159,000.00
OSM Capacity Building & MSGC Management	PHP 95,000.00
Spot Audit	PHP 174,000.00
Compliance Pre-revalida	PHP 55,000.00
Compliance Revalida	PHP 126,000.00
12% Tax	PHP 73,080.00
Total	PHP 682,080.00

The cost **excludes** the following related expenses:

- Logistical Expenses : such as venue rental and food for the participants
- Board and Lodging Expenses : such as accommodations & food outside of the working sessions
- Transportation Expense : if working session is to be done outside of Metro Manila, and transfers are necessary
- Production of Kits : If there are hand-outs to be distributed to participants
- Taxes : if there are new taxes imposable other than 12% VAT
- Other Expenses : will be billable to NCMH should expenses be incurred on their behalf. ISA will submit the proper receipts

Consultancy Schedule

The following costs account for the specific number of hours of service which will be rendered by ISA Executives and staff members — both onsite and offsite — to complete each intervention. This schedule must be strictly followed by parties involved. In case of additional consultation sessions, only the succeeding hours in excess of one (1) hour will be billed separately.

Intervention		Number of hours				
		ISA Executive	Program Officer	Lead Program Coordinator	Program Coordinator	Program Coordinator
Strategy Review	Pre	3	5	5	0	0
	Peri	8	8	8	8	8
	Post	3	3	8	0	0
OS Capacity Building	Pre	0	2	2	0	0
	Peri	0	0	10	8	8
	Post	0	2	2	0	0
MSGC Management	Pre	0	2	2	0	0
	Peri	0	0	6	6	6
	Post	0	2	2	0	0
Spot Audit	Pre	0	2	4	0	0
	Peri	0	0	20	10	10
	Post	0	2	4	4	4
Compliance Pre-Revalida	Pre	0	2	4	0	0
	Peri	2	2	2	2	0
	Post	2	2	4	0	0
Compliance Revalida	Pre	0	2	8	0	0
	Peri	0	4	6	6	0
	Post	0	4	16	0	0

NOTICE OF AWARD – INSTITUTE FOR SOLIDARITY IN ASIA (ISA)

Direct Contracting Procurement of Services for the Implementation of National Center for Mental Health (NCMH) Performance Governance System (PGS) – Compliance Stage CY 2023 | ACS

Payment Schedule

Every intervention indicated herein shall be paid in full after each is conducted.

NCMH must submit a Certificate of Availability of Funds upon signing an engagement contract.

This proposal is the property of the Institute for Solidarity in Asia (ISA) and is made available only to the recipient of this proposal. Reproduction or disclosure in whole or part for persons other than the intended recipient is permitted only with the written and expressed consent of ISA. This proposal shall be treated at all times as a confidential and proprietary document for internal use only.

Relationship

1. ISA is not authorized to enter into or assume any obligation, financial or otherwise, on behalf of and/or in the name of NCMH, nor to make any warranty or representation on behalf of NCMH. ISA shall not be entitled to conclude any contract or agreements on behalf of or in the name of NCMH.
2. ISA shall be deemed at all times to be an independent contractor and nothing herein contained shall be deemed to create the relationship of employer and employee, partnership, or joint venture between them.
3. ISA shall not be held liable for any damage resulting from the execution of the present agreement. In case targets are not met for reasons that are not directly attributable to ISA, neither ISA nor the PGS must be faulted for such.

Subcontracting

ISA may enter into such contracts as may be necessary, and with the written acknowledgement of NCMH, in accordance with the Agreement.

Confidentiality

Parties shall not disclose any proprietary or confidential information relating to the services and business operations, strategy and management of either party without the other party's prior written consent or where required under the law or by a valid order of a court or other governmental authority with competent jurisdiction.

Intellectually Property Rights

All materials and work provided by ISA shall belong exclusively to both and shall not be used for any purpose other than the implementation of this Agreement. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent of the ISA, and such other terms as ISA shall require. Any original work created arising out of or in connection with this Agreement shall belong to the ISA, except where the original work uses any data or material belonging to NCMH, in which case, the work shall be owned jointly by the parties, with each party having royalty free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes.

Communication Clause

The NCMH must acknowledge and mention its partnership with ISA on traditional media (print, television, radio, and online equivalents) and on social media (Facebook, Instagram, Twitter) when promoting initiatives and accomplishments that are in any way influenced by the partnership and by ISA's PGS. ISA must be acknowledged verbally and visually (through the use of its logo and other available collaterals that can be requested from ISA such as banners or AVPs) during working sessions, conferences, and other events, especially when the resource persons are from ISA. Proper verbal and visual promotion, as well as mentions in published text and materials must be coordinated with ISA's Communication Team.

The following statements are recommended for use when verbally or visually acknowledging ISA:

- The Institute for Solidarity in Asia (ISA) is a non-stock, non-profit, non-partisan governance reform institute that advocates for good governance and responsible citizenship. Its flagship program is the Performance Governance System (PGS), a framework for creating sustainable strategies that can help achieve a Dream Philippines, where every government institution delivers and every citizen participates and prospers.
- The National Center for Mental Health (NCMH) is a partner of the Institute for Solidarity in Asia (ISA) in promoting good governance and responsible citizenship in the Philippines.
- This working session / conference / event is organized by the NCMH in partnership with the ISA.
- This report / study / media product is produced by the NCMH in partnership with the Institute for Solidarity in Asia (ISA).

Likewise, ISA will exert its best efforts to feature the NCMH's governance journey and impact stories when opportunities arise on both traditional and social media. ISA is open to receiving any contributions you might have that can be published online or in print, that delve into the institution's views of good governance and responsible citizenship, and of course your initiatives toward building our shared vision of a Dream Philippines.

Indemnity

The NCMH shall indemnify and hold the ISA free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act, or omission by the Agency or its employees or representatives.

Warranties

All conditions and warranties whether expressed or implied by law or otherwise (including but not limited to those as to description, merchantability or fitness for a particular purpose) are excluded from this Agreement.

Changes

1. Either party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.
2. If changes under this section should result in an increase or decrease in the services

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originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both Parties.

3. The parties may agree on additional activities outside the scope of intervention provided hereunder through an approved supplemental contract detailing agreements on the scope of work and its accompanying additional cost. Complementing proposals and agreements may be requested for the other interventions of the PGS.

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, fire, flood, explosion or civil commotion.

Termination of the Agreement

1. Any party may terminate this Agreement in case of violation of terms, by giving the other party a written notice not less than thirty (30) days from the intended date of termination, without prejudice to the imposition of appropriate sanctions under RA 9184 and its Revised IRR and other applicable laws. Any work performed or completed by ISA and all reasonable expenses incurred from the time the notice of termination is issued up to the lapse of the thirty (30) day period shall be compensable and shall be paid in a manner consistent with the terms of this Agreement.
2. In no case shall NCMH be reimbursed for any payment made if there is unjustifiable and/or inordinate delay or persistent refusal in complying with the terms and conditions of this Agreement. Any payment made shall be considered liquidated damages in favor of ISA.
3. Grounds for termination of the Agreement must be specified therein, i.e. violation of the terms and conditions thereof.

Dispute Settlement

Any dispute arising from this Agreement or the interpretation hereof shall first be settled by amicable negotiations, or conciliation and/or mediation proceedings. In the event that the dispute is not resolved using any of the foregoing means, any of the parties may submit the dispute for to the Philippine Dispute Resolution Center, Inc. for binding arbitration, under the Philippine Law on Arbitration (Republic Act No. 876). The decision of the arbitration body shall be final, binding and conclusive upon the parties to the dispute. In rare case that the dispute will be brought to court, the venue will be to the competent courts of the City of Makati to the exclusion of any other courts.

Agreement

The National Center for Mental Health (NCMH) and the Institute for Solidarity in Asia hereby acknowledge the validity and enforceability of this Intervention Agreement in setting forth the terms of this agreement by causing the signatures of their authorized representatives to be affixed below.

Agreed and accepted, for and on behalf of the National Center for Mental Health:

Authorized Signature	
Name	
Designation	
Organization	National Center for Mental Health
Date	

For and on behalf of the Institute for Solidarity in Asia:

Authorized Signature	
Name	Evaristo S. Francisco, Jr
Designation	Chief Executive Officer
Organization	Institute for Solidarity in Asia
Date	

OUR ORGANIZATION

The Institute for Solidarity in Asia (ISA) is a non-partisan, non-profit governance reform institute that advocates for transformative and sustainable governance in the Philippine public sector. It works with partner communities and institutions in delivering breakthrough results for inclusive socio-economic growth and long-term development.

ISA believes that real progress can only be achieved through collaboration. That is why for over a decade it has been involving as many Filipinos as it can, and bringing together leaders and citizens from the public and private sector who share its mission of "making governance a shared responsibility".

ISA approaches governance reform through the Performance Governance System (PGS), a balanced and collaborative platform for executing transformation plans. This flagship method, which draws from is now being used in over 30 national government agencies and local government units all over the Philippines.

Now in its 22nd year of service, ISA has launched the Islands of Good Governance (IGG), an initiative to showcase the achievements of public sector partners in their road to controlling corruption, promoting good governance practices, and building stronger institutions. This latest effort is in line with ISA's goal of raising the standards of public governance in the country.

ISA was founded by former Finance and Economic Planning Minister Jess Ebanista (now Chairman Emeritus) in the wake of the Second People Power Revolution. It is currently headed by Mr. Francisco F. del Rosario (Chairman), Mr. Evaristo S. Francisco (Chief Executive Officer), and Mr. Christian P. Zaens (Executive Director).

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<p>OUR FLAGSHIP PROGRAM The Institute for Solidarity in Asia advocates performance-based governance through the Performance Governance System (PGS), a holistic and collaborative framework aimed at designing, executing, and sustaining roadmaps for transformation. The PGS has four stages:</p> <p>INITIATION — The first stage of the PGS focuses on designing basic governance documents that articulates the transformation strategy of the organization. This strategy is seen to be championed by the leadership team and a dedicated PGS Core Team. Furthermore, the organization has clear plans on how it will be executing the strategy and embedding the PGS elements in pursuit of attaining breakthrough results.</p> <p>COMPLIANCE — The second stage of the PGS centers on strategy execution. This starts with securing performance commitments of second-level units by way of cascading and harmonizing these deliverables to a performance incentives mechanism. To manage these activities, the Office for Strategy Management is set up. To widen support to the PGS program, a communication plan is developed and implemented. Key external stakeholders are then chosen to become part of the Multi-Sector Governance Council (MSGC).</p> <p>PROFICIENCY — The third stage of the PGS focuses on the operations of the Office of Strategy Management (OSM) as it ensures advancement of strategy execution. This is seen through the following: (a) basic governance documents evolving from a performance-tracking document to a guide to driving inherent processes and decision-making at the level of the leadership team; (b) cascading of the strategy with the OSM taking the lead in securing the deliverables of the units; (c) regularity of the performance assessments to monitor the progress of the strategy; (d) continuous harmonization of the PGS to the operations; and (e) early wins in lower-level deliverables.</p> <p>INSTITUTIONALIZATION — The fourth and final stage of the PGS represents the presence of breakthrough results, attained through the alignment of efforts toward better performance and real transformation. At this stage, a robust good governance culture that guides the organization in designing processes, relating to stakeholders, and making important decisions or policies, should be evident. It should also be an advocate of good governance and serve as a model for other organizations that seek transformation and progress. As champions of performance-based governance, PGS Institutionalized organizations are seen to sustain the delivery of breakthrough results as evidenced by the maturity of all the PGS elements.</p>					
				Delivery Period	7 days
				Warranty	n/a
				Price Validity	12 months
				Payment Terms	30 days
				TOTAL AMOUNT	Php682,080.00

You are hereby required to provide the following within ten (10) calendar days;

- Notarized Performance Securing Declaration; or
- Performance Security in any forms and amount stipulated below:

A. Cashier's Managers Check Bank Guarantee	Five Percent (5%) of the Total Contract Price
B. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission / GSIS	Thirty Percent (30%) of the Total Contract Price

Failure to provide any of the above shall constitute sufficient ground for cancellation of the Award and forfeiture of the Bid Security.

Truly yours,



NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief

CONFORME:
EVARISTO S. FRANCISCO JR.
CHIEF EXECUTIVE OFFICER

Authorized Representative
Date and Time: AUG 15 2023

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