

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
AN INDIVIDUAL CONSULTANT FOR PRIVATIZATION GROUP AND OFFICE
OF SPECIAL CONCERNS IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this FEB 03 2021 day of _____ 2021 in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF FINANCE**, a government agency of the Republic of the Philippines with principal office at the 6th Floor, DOF Building, Roxas Boulevard, Manila, herein represented by **Undersecretary BAYANI H. AGABIN** and **Undersecretary MARK DENNIS Y.C. JOVEN**, hereinafter referred to as the "DEPARTMENT";

-and-

Ms. MA. CECILIA A. GIRONELLA, of legal age, Filipino and a resident of 18th Floor PHILAMLIFE Tower, 18th Floor PHILAMLIFE Tower, 8767 Paseo de Roxas, Salcedo Village, Makati City, 1226, hereinafter referred to as the "CONSULTANT".

WITNESSETH That:

WHEREAS, the Privatization Group and Office of Special Concerns deemed it necessary to engage the services of an Individual Consultant who shall provide technical assistance in matters pertaining to technical expertise;

WHEREAS, as provided under Section 53.7 of the Revised Implementing Rules and Regulations (Revised-IRR) of Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultants hired to do work that is: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant; Provided, That the term of the individual consultants shall, at the most, be on a six month basis renewable at the option of the appointing Head of the Procuring Entity (HoPE), but in no case shall exceed the term of the latter;

WHEREAS, the re-engagement of the services of Ms. Ma. Cecilia A. Gironella is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 004-2021, it was resolved to recommend the re-engagement of the consulting services of Ms. Ma. Cecilia A. Gironella through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall re-engage the services of the CONSULTANT for the provision of the Services for the period of January 21, 2021 – June 30, 2021;

WHEREAS, the CONSULTANT is willing to provide the services and technical assistance to the DEPARTMENT;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 011011012021-01-000052 dated January 20, 2021 certifying that adequate funds have

been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

1. **SCOPE OF SERVICES**

The CONSULTANT shall have the following duties and functions:

1. Assist the Undersecretary by way of board support in the Toll Regulatory Board, by way of review of the RFID policy implemented by the DOTr Department Order No. 2020-12, TRB Implementing Rules and Regulations;
2. Undertake Technical Review of the Unsolicited Build – Transfer – Operate – LRT 6A Project;
3. Undertake Technical Review of the North Luzon Express Terminal Project; and
4. Perform other functions that may be assigned by the Undersecretary.

2. **CONSULTANCY FEE**

For and in consideration of the Services rendered by the CONSULTANT the DEPARTMENT hereby agrees to pay the former a total amount of FOUR HUNDRED SEVENTY FOUR THOUSAND PESOS (Php474,000.00) to be paid upon accomplishment of each of the deliverables with the corresponding percentage of completion as indicated below subject to withholding tax and any and all taxes payable to the government.

Deliverables	Output	Percentage (%)	Amount (PHP)
• Assist the Undersecretary by way of board support in the Toll Regulatory Board, by way of review of the "RFID" policy implemented by the DOTr Department Order No. 2020-12, TRB Implementing Rules and Regulations, and any and all related issuances, coupled with analysis on the impact of the Covid-19 pandemic on the implementation of said policy and evaluation of Government exposure related thereto; in addition, the Consultant is further expected to conduct a review of projects before the Toll Regulatory Board, which may be affected by the implementation of said policy.	Memorandum/ Report	30%	Php142,200.00
	Briefer (may be in the form of PPT)	10%	Php47,400.00

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<ul style="list-style-type: none"> Acting in collaboration with Project Manager and/or Financial Consultant undertake a Technical Review of the Unsolicited Build – Transfer – Operate – LRT 6A Project, with particular attention to the impact of the Covid-19 pandemic on the project and possible recalibration of assumptions, including a review of a similar projects or projects with similar BOT variations to determine policies and guideline set by the NEDA Board and/or ICC in the distribution of risks and management of Government exposure, including contingent liabilities. 	Memorandum/ Report	30%	Php142,200.00
	Briefer (may be in the form of PPT)	10%	Php47,400.00
<ul style="list-style-type: none"> Acting in collaboration with a Project Manager and/or Financial Consultant, undertake a Technical Review of the North Luzon Express Terminal Project, with particular attention to the impact of the Covid-19 pandemic on the project and possible recalibration of assumptions, including a review of similar projects or projects with similar BOT variations to determine policies and guidelines set by the NEDA Board and/or ICC in the distribution of risks and management of Government exposure, including contingent liabilities. 	Memorandum/ Report	20%	Php94,800.00
Total		100%	Php474,000.00

3. **CONFLICT OF INTEREST**

The CONSULTANT commits to provide technical, objective and impartial services to the DEPARTMENT and at all times uphold its paramount interests without consideration for future work assignments that may place the CONSULTANT in a position of not being able to carry out the assignments in the best interest of the DEPARTMENT.

4. **CONFIDENTIALITY CLAUSE/NON-DISCLOSURE**

Except with the prior written consent of the DEPARTMENT, the CONSULTANT shall not at any time communicate to any person or entity

any confidential information acquired in the course of the performance of the Services, nor shall the CONSULTANT make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the CONSULTANT arising out of, or in connection with, the performance of the Services under this CONTRACT that is not otherwise available to the public.

5. **NO EMPLOYER – EMPLOYEE RELATIONSHIP**

It is expressly understood and agreed that the CONSULTANT assigned to the DEPARTMENT is not an employee of the DEPARTMENT. It is further understood and agreed that any personal injury, death or damage sustained by the CONSULTANT during the performance of her duties or while within premises of the DEPARTMENT attributable to the acts, omissions, or fault of the DEPARTMENT shall be the liability of the official, employee or agent concerned.

6. **CONSULTANT'S LIABILITY**

The CONSULTANT shall indemnify the DEPARTMENT for any and all damages that the DEPARTMENT may incur due to the fault, negligence, error or omission of the CONSULTANT, without prejudice to other legal remedies available to the DEPARTMENT.

7. **EFFECTIVITY DATE AND DURATION OF CONTRACT**

This CONTRACT shall be in force for the period January 21, 2021 – June 30, 2021.

8. **AMENDMENT AND MODIFICATION**

No addendum or amendment to this CONTRACT shall be valid and binding between the PARTIES, unless it is in writing and signed by the PARTIES or their authorized representatives.

9. **VENUE**

In case of any litigation arising from this CONTRACT, the PARTIES agree that the competent courts of Manila shall be the exclusive venue, to the exclusion of all other courts or tribunals.

10. **TERMINATION OF CONTRACT**

Either the DEPARTMENT or the CONSULTANT may terminate this CONTRACT no less than thirty (30) days upon service of prior written notice to the other party.

11. **SEPARABILITY**

If any one or more of the provisions contained in this CONTRACT or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.



IN WITNESS WHEREOF, the parties have hereto set their hands this
 _____ day of _____ 2021 at Manila, Philippines.

CONSULTANT

By:

Ma Cecilia A. Gironella
MA. CECILIA A. GIRONELLA
 Consultant

DEPARTMENT OF FINANCE

By:

Bayani H. Agabin
BAYANI H. AGABIN
 Undersecretary

Mark Dennis Y.C. Joven
MARK DENNIS Y.C. JOVEN
 Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines)
 City of Manila) s.s

BEFORE ME this FEB 01 2021 day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 172-571-956 and his government issued ID _____ issued on _____ at _____, Undersecretary Mark Dennis Y.C. Joven with TIN 167-305-432 and his government issued ID _____ issued on _____ at _____ in their capacity as the authorized signatories of the DEPARTMENT OF FINANCE and Ms. Ma. Cecilia A. Gironella with TIN 252-100-056 and her government issued ID Passport no. EC2104935 issued on 23 June 2016 at DFA rice east (Mandaluyong) both known to me to be the same persons who executed the foregoing contract, consisting of five (5) pages including this page, and who acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government entity which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

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 Series of 2021

Henry D. Adasa
NOTARY PUBLIC
ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 (PROF. REG. NO. 25,702)
 NOTARY PUBLIC (COURT) 2070-097 MLA
 (COURT REG. NO. 17702), PASIG
 PUBLIC EMPLOYEE (NOTARY) MLA
 REG. NO. 2070-097-020-020
 ML REGISTRATION NO. 18-0000163
 (MANILA) DEPT. OF JUSTICE, MANILA, D-2, UNIT 944



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

January 21, 2021

Ms. MA. CECILIA A. GIRONELLA
Consultant
18th Floor PHILAMLIFE Tower
8767 Paseo de Roxas, Salcedo Village
Makati City

Subject: NOTICE TO PROCEED


Dear Ms. Gironella:

In view of the award of the Contract for the re-engagement of Services of an Individual Consultant for Privatization Group and Office of Special Concerns ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from January 21, 2021 – June 30, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


MA. CECILIA A. GIRONELLA

Date: JAN 21 2021