

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF  
TECHNICAL CONSULTANT FOR ACTION PLAN TOWARDS  
MAINSTREAMING FOR PHILIPPINE EXTRACTIVE INDUSTRIES  
TRANSPARENCY INITIATIVE IN THE DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT entered into this \_\_\_\_\_ day of MAY 03 2021 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 6<sup>th</sup> 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. PAMELA A. GRAFILO**, of legal age, Filipino and a resident of # 9 Second Laguna St., NIA Village in Tandang Sora, Quezon City, hereinafter referred to as the "**CONSULTANT**".

The Department and the Consultant shall be collectively referred herein as the **PARTIES.**"

**WITNESSETH That:**

WHEREAS, the Extractive Industries Transparency Initiative (EITI) is an international multi-stakeholder initiative that promotes a global standard for transparency in the oil, gas and mining industries for the open and accountable management and good governance of extractive resources;

WHEREAS, the EITI Standard encourages multi-stakeholder groups (MSGs) to explore innovative approaches to extending EITI implementation to increase the comprehensiveness of EITI reporting and public understanding of revenues and encourage high standards of transparency and accountability in public life, government operations and in business;

WHEREAS, the Philippines was admitted as a candidate country by the EITI International Board on May 22, 2013. Pursuant to the requirement of the 2013 EITI Standard, and after consultation with stakeholders, the Philippine MSG formulated the following goals for EITI implementation that are linked to EITI principles and reflective of national priorities for the extractive industries:

- a. Show the direct and indirect contribution of extractives to the national development;
- b. Improve public understanding of the management of natural resources and public availability of data;
- c. Strengthen government systems for natural resource management;
- d. Create opportunities for dialogue and constructive engagement in natural resource management in order to build trust and reduce conflict among stakeholders; and

- e. Pursue and strengthen the extractive sector's contribution to sustainable development.

WHEREAS, the legal basis for EITI implementation in the country is found in Section 14 of Executive Order No. 79 (2012), which states the Philippines' commitment to participate in the EITI, and in Executive Order No. 147 (2013), which formally created the Philippine Extractive Industries Transparency Initiative (PH-EITI);

WHEREAS, the Department of Finance (DOF) needs to re-engage the services of Technical Consultant for the PH-EITI;

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. Pamela A. Grafilo is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 032-2021, it was resolved to recommend there-engagement of the consulting services of Ms. Pamela A. Grafilo 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 April 1, 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. 011011012021-03-000685 dated March 25, 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 in relation to the Phases One (1) and Two (2) of the assignment;**

Based on the feasibility study, the Consultant should suggest a roadmap for embedding the EITI disclosures:

1. The roadmap should list the actions and associated costs that are needed to fully embed disclosures in government and company systems, responsible parties, timelines, resource and technical assistance needs. Where significant work is needed to make the data publicly accessible through government systems, the roadmap

should suggest a step-by-step approach specifying the information can be sourced from existing sources, and the information that would need to be partially or fully collected or disclosed through the EITI reporting process; and

2. The roadmap should also include recommendations on strengthen stakeholder engagement and make this participation more effective. The consultant should outline how these recommendations would ensure that all stakeholders have an opportunity to shape decisions, be heard and contribute.

## 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 TWO HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED NINETY TWO PESOS AND 40/100 (Php271,292.40) 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.

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Following the submission of inception report	To establish work plan and set expectations of deliverables	Inception Report with a) Detailed outline of the action plan b) Work plan indicating the approach, methodology, and timeline in producing the action plan	20%	54,258.48
Following the submission of an initial draft action plan	To produce an initial draft action plan	Initial draft of the action plan	30%	81,387.72
Following the presentation of an initial draft action plan to the MSG and other stakeholders	To solicit comments from the MSG and other stakeholders	A record of proceedings of the consultation process	30%	81,387.72

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Following MSG approval of the study	To approve the final copy of the feasibility study with comprehensive action plan	Final copy of the feasibility study with comprehensive action plan	20%	54,258.48
<b>TOTAL</b>			<b>100%</b>	<b>PHP271,292.40</b>

### 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 April 1, 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 MAY 03 2021 day of \_\_\_\_\_ 2021 at Manila, Philippines.

**CONSULTANT**


By:

**PAMELA A. GRAFILO**  
Consultant

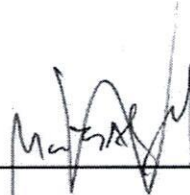
**DEPARTMENT OF FINANCE**

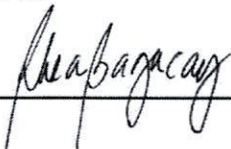
By:

  
**BAYANI H. AGABIN**  
Undersecretary

  
**MARK DENNIS Y.C. JOVEN**  
Undersecretary

**SIGNED IN THE PRESENCE OF**

  
\_\_\_\_\_

  
\_\_\_\_\_

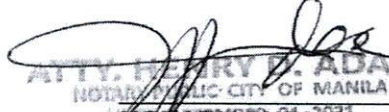
**ACKNOWLEDGMENT**

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

MAY 03 2021

BEFORE ME this \_\_\_\_\_ 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. Jovenwith 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. Pamela A. Grafilo with TIN \_\_\_\_\_ and her government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, both known to me to be the same persons who executed the foregoing contract, consisting of six (6) 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.

  
**ATTY. HENRY P. ADASA**  
NOTARY PUBLIC - CITY OF MANILA  
**NOTARY PUBLIC**  
NOTARIAL COMMISSION 2020-097 MLA  
IDP NO. 141253 - 01/04/2021, PASIG  
PTR NO. 6826148 - 01/05/2021 MLA  
ROLL NO. 29679, TIN: 172-528-620  
MCLE COMPL. NO. VII-0000165  
URBAN DECA NORMES MANILA, B-2, UNIT 355

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Book No. 111  
Series of MM



Republic of the Philippines  
**DEPARTMENT OF FINANCE**  
Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

March 29, 2021

**Ms. PAMELA A. GRAFILO**  
Consultant  
# 9 Second Laguna St.,  
NIA Village in Tandang Sora,  
Quezon City

**Subject: NOTICE TO PROCEED**

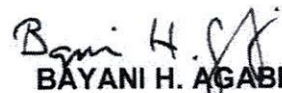
**Dear Ms. Grafilo:**

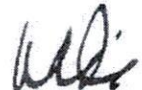
In view of the award of the Contract for the re-engagement of Services of Technical Consultant for Action Plan towards Mainstreaming for Philippine Extractive Industries Transparency Initiative (PH-EITI) ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from April 1, 2021 – June 30, 2021.


Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

  
**MARK DENNIS Y.C. JOVEN**  
Undersecretary

CONFORME:

  
**PAMELA A. GRAFILO**

Date: March 29, 2021