



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 29, 2021

Mr. REINIER JEFFREY E. ABDON

Consultant

11th Floor, 11th Floor, 11th Floor, 11th Floor

11th Floor, 11th Floor, 11th Floor, 11th Floor

Subject: NOTICE TO PROCEED

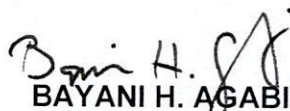
Dear Mr. Abdon:

This Notice to Proceed is hereby issued in connection with the implementation of the Re-engagement of a Technical Consultant (Highly Technical Consultant) in the Department of Finance.

You are hereby directed to commence the delivery of your service according to the terms and conditions stipulated in the Contract effective July 1, 2021 to December 31, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


REINIER JEFFREY E. ABDON

Date: JULY 1, 2021

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR THE INTERNATIONAL FINANCE GROUP OF THE
DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

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

The **DEPARTMENT OF FINANCE**, a government 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

MR. REINIER JEFFREY E. ABDON, of legal age, Filipino and a resident of _____ hereinafter referred to as the "**CONSULTANT**."

The **DEPARTMENT**, and the **CONSULTANT** shall be collectively referred herein as the "**PARTIES**".

WITNESSETH That:

WHEREAS, the Department of Finance - International Finance Group (DOF-IFG) need to engage a technical consultant, with adequate experience in banking and finance, law or project finance law, to assist the International Finance Group (IFG) in its various initiatives requiring a more specialized and technical skill set related to the review and processing of more complex financing proposals from various development partners, data collections on financial information, policies on financing and development assistance, priority sectors, implementation arrangements, country assistance or support strategies, and comparative advantage of financing of different bilateral institutions/entities or authorized agencies;

WHEREAS, as provided under Section 53.7 of the 2016 Revised Implementing Rules and Regulations (2016 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 consultant 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 Mr. Reinier Jeffrey E. Abdon is necessary where his technical expertise can be fully tapped;

WHEREAS, under the Department's Bids and Awards Committee (BAC) Resolution No. 058-2021, it was resolved to recommend the approval of the negotiated procurement of the consulting services of Mr. Reinier Jeffrey E. Abdon 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 July 1, 2021 to December 31, 2021, 2021;

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

WHEREAS, the DEPARTMENT has issued Obligation Request No. 011011012021-06-001545 dated June 28, 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 responsibilities:

1. Provide technical advice in international finance operations, particularly in supporting the negotiation, sourcing or mobilization, management and administration of external financial resources (e.g. loans and grants) extended by bilateral or international sources;
2. Provide technical advisory support in the review and appraisal of projects proposed for or identified for financing under international sources;
3. Provide financial support in the negotiation/coordination on financing, development cooperation, or similar or related sectors with foreign governments, through foreign Embassies or counterpart Ministries/agencies of the Department and/or their respective bilateral financing institutions/agencies or equivalent aid or development cooperation agencies;
4. Provide financial support in the management and administration of foreign loans and grants extended by bilateral sources;
5. Provide advisory support in the preparation of financial analysis or similar activities of the Group;
6. Conduct financial research in monitoring relevant international/domestic developments such as but not limited to foreign or economic policies affecting or relating to international financing and international cooperation;
7. Provide financial support/inputs on international finance strategy, planning, and programming of financing including public debt management and analysis;
8. Provide financial inputs on policy reviews and feedback on issues to be assigned by the Head of the Group;
9. Prepare position papers, background notes, policy notes, or related materials/reports on more complex financial issues; and
10. Perform other functions/tasks as may be assigned from time to time.

2. CONSULTANCY FEE

For and in consideration of the Services rendered by the CONSULTANT, the DEPARTMENT hereby agrees to pay the former a monthly fee of SIXTY

SIX THOUSAND EIGHT HUNDRED SIXTY SEVEN PESOS (P66,867.00) or an aggregate amount of FOUR HUNDRED ONE THOUSAND TWO HUNDRED TWO PESOS (P401,202.00) for six (6) months, subject to withholding tax and any and all taxes payable to the government. All payments made under this CONTRACT shall be subject to applicable government accounting and auditing rules and regulations. The CONSULTANT shall not be entitled to fringe benefits, representation and transportation allowance, and other allowances and incentives given to DEPARTMENT employees.

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. **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.

6. **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 his 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.

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

This CONTRACT shall be in force for the period of July 1, 2021 to December 31, 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 JUL 01 2021 day of _____ 2021 at Manila, Philippines.

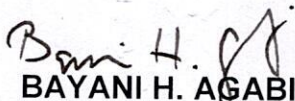
CONSULTANT

By:


REINIER JEFFREY E. ABDON
Consultant

DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

SIGNED IN THE PRESENCE OF
