

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

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of _____ 2023 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**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Mr. JOHN TERRY H. SANTOS, 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, there is a need to engage a senior technical consultant, with adequate experience in banking and finance, law or project finance law, to assist the International Finance Group in its various initiatives, which require a more highly specialized and technical skill set, related to the review and processing of financing more complex 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, the DEPARTMENT needs to re-engage the services of Senior Technical Consultant;

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 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 Mr. John Terry H. Santos is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 021-2023 dated June 1, 2023, it was resolved to recommend the re-engagement of the consulting services of Mr. John Terry H. Santos 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 July 1, 2023 to December 31, 2023;

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. 011021012023-06-000230 dated June 16, 2023 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. Provides technical advice (e.g. financial due diligence) on issues concerning international finance operations, particularly in supporting the negotiation, sourcing or mobilization, and as applicable, process improvement on the management and administration of external financial resources (e.g., loans and grants) extended by bilateral or international sources;
2. Provides technical advisory support in the management and administration of foreign loans and grants extended by bilateral sources, through the adoption of best practices in the processes and policies acceptable to the banking and finance industry;
3. Provides technical advice and due diligence in the review and appraisal of more complex and novel financing projects proposed for or identified for financing under international sources;
4. Provides technical advice on IFG's database of on-going and pipeline projects/programs funded/for funding consideration of bilateral agencies/institutions;
5. Provides financial due diligence, technical research and/or advisory support in the negotiation or 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;
6. Provides due diligence, technical research and advisory support in the preparation of financial analysis or similar activities of the IFG;
7. Conducts research and provide technical advisory support and industry updates in monitoring relevant international or domestic developments such as but not limited to foreign or economic policies affecting or relating to international financing and international cooperation;

8. Provides technical assessment on international finance strategy, planning, and programming of financing including public debt management and analysis;
9. Provides inputs on policy reviews and feedback on issues to be assigned by the head of the IFG, taking into account best practices in the banking and finance industry;
10. Prepares position papers, background notes, policy notes, or related materials/reports on more complex and novel issues; and
11. Performs other functions or tasks as may be assigned from time to time, taking into consideration the consultant's experience and skill set in the field of banking and project finance.

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 ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED NINETY SIX PESOS (P128,696.00) for six (6) months or an aggregate amount of SEVEN HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SEVENTY SIX PESOS (P772,176.00), 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. **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 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.

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 July 1, 2023 to December 31, 2023.

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.

12. **DATA PRIVACY COMPLIANCE**

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the DEPARTMENT and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this CONTRACT.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

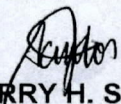
13. **CONSENT TO THE PROCESSING OF PERSONAL INFORMATION**

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of his personal information collected under this CONTRACT, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2023 at Manila, Philippines.

CONSULTANT

By:

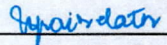

JOHN TERRY H. SANTOS
Consultant

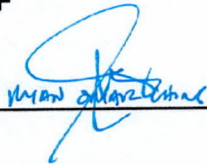
DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF





ACKNOWLEDGMENT

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

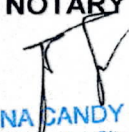
22 JUN 2023

BEFORE ME this 22 Jun 2023 day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 112-01-0000 and his government issued ID _____ issued on _____ at _____ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. John Terry H. Santos with TIN _____ and his government issued ID 112-01-0000 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.

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NOTARY PUBLIC


Atty. JHOANA CANDY B. ROQUE
Notary Public for the City of Manila
Notarial Commission No. 2022-093
Until December 31, 2023 / Roll No. 68642
7th Floor EDPC Building, BSP Complex
Roxas Blvd., Malate, Manila
MCLE Compliance No. VI-0014978 / 04-14-2025
PTR No. MLA0911259/01-24-2023
IBP OR No. 285626/01-01-2023



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 20, 2023

Mr. JOHN TERRY H. SANTOS
Consultant

Subject: NOTICE TO PROCEED

Dear Mr. Santos:

In view of the award of the Contract for the re-engagement of Services of Senior Technical Consultant ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.


This Contract shall be effective from July 1, 2023 to December 31, 2023.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


JOHN TERRY H. SANTOS

Date: June 26, 2023