

CONTRACT OF SERVICES

2019-03-30/6

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this ____ day of NOV 07 2019, 2019 in the City of PASAY, Philippines, by and between:

SECURITIES AND EXCHANGE COMMISSION, a government institution of the Republic of the Philippines duly organized and existing pursuant to Commonwealth Act No. 83, with principal office at the 3rd Floor Secretariat Building, PICC Complex, Roxas Boulevard, Pasay City, Manila, herein represented by its Chairperson, EMILIO B. AQUINO, hereinafter referred to as the "**SEC**";

-and

Atty. JOSE TOMAS C. SYQUIA, of legal age, Filipino and a resident of No. 77 Kentucky Street, Alabang 400, Cupang, Muntinlupa City, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH That:

WHEREAS, the Human Resource and Administrative Department of the SEC deemed it necessary to engage the services of a Technical Consultant who shall provide technical assistance, transaction advisor for review and assessment of SEC's procurement practices and policies;

WHEREAS, as provided under Section 53.7 of the Revised Implementing Rules and Regulations (R-IRR) of Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultants hired to provide that are: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of a consultant, provided that the term of the individual consultant shall, at the most, be on a six (6) month basis renewable at the option of the appointing Head of the Procuring Entity, but in no case shall exceed the term of the latter;

WHEREAS, under SEC Bids and Awards Committee (BAC) Resolution No. 2019-043, it was resolved to recommend the approval of the negotiated procurement of the consulting services of Atty. Jose Tomas C. Syquia considering that the work to be performed and which is required by SEC is highly technical in nature;

WHEREAS, the SEC shall engage the services of the CONSULTANT for the provision of the Services as defined herein for the period October 2019 to April 2020;

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

WHEREAS, the SEC has issued Obligation Request No. OS-2019-02-2019-10-0012039 dated, October 9, 2019 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

[Handwritten signature]

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. Review and assessment of SEC's procurement proficiency, practices and policies:
 - a. Conduct key informant meetings and hold focus group discussions with members of the End-User unit/s and procurement division, including stakeholders;
 - b. Determine capacity gaps, identifying requirements for hiring new staff, outsourcing if specialized expertise and specific training needs to develop appropriate capacity. He shall also assess and assist in the selection of new hires or transfers into the Procurement Division.
 - c. Assist and provide guidance to the team that will be reviewing the Terms of Reference (TOR) for key IT projects of the SEC, and making or providing revisions, if necessary;
 - d. Provide advise during planning stage of the key integrated IT projects of the SEC and ensure that a procurement moves according to agreed timelines.,
2. Training of End-User Unit and Procurement Division:

Shall prepare the appropriate training materials and conduct workshops for End-Users, TWG, BAC Secretariat and members based on the assesment
3. Institutionalize and implement processes of End-User unit/Procurement Division
 - a. Provide legal advice during the procurement of key IT projects;
 - b. Act as advisor to the HOPE and/or BAC during the procurement planning and implementation stages of the key integrated IT systems that the SEC plans to launch within the net 2-5 years.
 - c. Monitor/Troubleshoot of key integrated IT projects to ensure milestones are met.

2. CONSULTANCY FEE

The SEC shall pay the CONSULTANT **One Hundred Fifty Seven Thousand pesos (P157,000.00)** per month inclusive of withholding tax and any and all taxes payable to the government, payable every 15th and 30th day of the month. 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, RATA and other allowances and incentives given to AGENCY employees.

The SEC shall reimburse CONSULTANT for all pre-approved out-of-pocket expenses, such as fuel, transportation fares or toll fees, meals and representation, travel expenses (room and board), airfare as may be incurred in the fulfillment of CONSULTANT's responsibilities. All requests for reimbursement shall be made on an actual basis and supported by original copies of Official Receipts.

3. CONFLICT OF INTEREST

The CONSULTANT commits to provide technical, objective and impartial services to the SEC 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 SEC.

4. CONFIDENTIALITY CLAUSE/NON-DISCLOSURE

Except with the prior written consent of the SEC, 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

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

6. NO EMPLOYER – EMPLOYEE RELATIONSHIP

It is expressly understood and agreed that the CONSULTANT assigned to the SEC is not an employee of the SEC. It is further understood and agreed that any personnel injury, death or damage sustained by the CONSULTANT during the performance of his duties or while within the premises of the SEC attributable to the acts, omissions, or fault of the SEC 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 October 16, 2019 – April 15, 2020 (the "Effective Expiration Date"). On the Effective Expiration Date, the Parties may agree to renew the contract for a period not exceeding one (1) year under mutually agreeable terms and conditions.

8. TERMINATION OF CONTRACT

Either the SEC or the CONSULTANT may terminate this CONTRACT upon service of a written notice to the other party at least thirty (30) days prior to the intended date of termination.

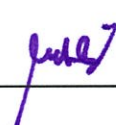
IN WITNESS WHEREOF, the parties have hereto set their hands this NOV 07 2019 day of October 2019
in CITY OF PASAY.

For the Securities and Exchange Commission


ROMUALD C. PADILLA
Director, HRAD
TIN


JOSE TOMAS C. SYQUIA
Consultant
TIN

Signed in the Presence of Witnesses



Certified Funds Available


ADELAIDA C. NAVARRO-BANARIA
Director, FMD 

Funds Available:
ORS No.: 05-206442-2019-10-000038
Date: Oct 9, 2019

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF PASAY)

BEFORE ME, this _____ day of NOV 07 2019 2019 personally appeared the following:

JOSE TOMAS C. SYQUIA

TIN

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to the Contract Agreement for the Hiring of a Highly Technical Consultant for the Technology Modernization of SEC.

NOTARY PUBLIC


ATTY. VICTOR C. ESTRADA

Notary Public for and in the City of Pasay

Commission No. 19-03

Until December 31, 2020

Roll of Attorneys No. 27218

PTR No. 6398145 01/04/19 Pasay City

IBP 065721 01/10/19 Q.C.

MCLE No. VI-0008296 until 04/14/2022

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Series of 2019

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
)

BEFORE ME, this 14th day of October 2019 personally appeared the following:


ROMUALD C. PADILLA

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Series of


Atty. Edhona C. Tantuan
Administering Officer
Acting Asst. Commission Secretary/
Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines