

CONTRACT OF SERVICES No. 2019-041-2019

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this NOV 25 2019 day of \_\_\_\_\_, 2019 in the City of Manila, 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 3<sup>rd</sup> Floor Secretariat Building, PICC Complex, Roxas Boulevard, Pasay City, Manila, herein represented by the Director of the Information and Communications Technology Department (ICTD), VICENTE GRACIANO P. FELIZMENIO, JR., hereinafter referred to as the "**SEC**";

-and

**ANTHONY D. ESMERO**, of legal age, Filipino and a resident of Lot 9A, Block 1, Versailles Street, Annex 17-27-36, Baarangay Don Bosco, Paranaque City, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH That:

**WHEREAS**, the Information and Communications Technology Department (ICTD) of the SEC deemed it necessary to engage the services of a Technical Consultant who shall provide technical advice and other services relative to extending and linking the CRS with the Philippine Business Portal (PBP), an inter-agency project that complements the requirements of Republic Act. 11032, otherwise known as Ease of Doing Business (EODB) Act;

**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. 2019-041, it was resolved to recommend the approval of the negotiated procurement of the consulting services of Mr. Anthony D Esmero 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-204442-2019-11-00041 dated, Nov. 11, 2019 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. Assist the ICTD in the analysis and design of any upgrade, optimization and improvement of SEC systems that is related to CBP integration.
2. Assist the ICTD in the coordination efforts related to the DBP.
3. Assist the Company Registration and Monitoring Department (CRMD) in the facilitation and coordination efforts related to the implementation of the Revised Corporation Code (RCC).
4. Facilitation of CBP integration design related to System Integration and Microservices Development.
5. Conceptualization and Design of microservices integration necessary to integrate the SEC with the Central Business Portal (where available).
6. Creation of a System Integration POC (Proof of Concept) for use in CBP Integration discussions.
7. Integration of System Integration POC to the Java Backend POC and System Integration POC.

#### **2. CONSULTANCY FEE**

The SEC shall pay the CONSULTANT **SIXTY THOUSAND PESOS (P60,000.00)** per month inclusive of 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, RATA and other allowances and incentives given to AGENCY employees.

#### **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 1, 2019 – March 31, 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 25 2019 day of October 2019 in CITY OF MANILA.


For the Securities and Exchange Commission

  
**VICENTE GRACIANO P. FELIZMENIOR, JR.**  
Director, ICTD  
TIN

  
**ANTHONY D. ESMERO**  
Consultant  
TIN

Signed in the Presence of Witnesses

Certified Funds Available

  
**ADELAIDA C. NAVARRO-BANARIA**  
Director, FMD  
**ACKNOWLEDGMENT**

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA )

BEFORE ME, this NOV 25 2019 day of 2019 personally appeared the following:

ANTHONY D. ESMERO 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. IMELDA A. PANIS**  
Notary Public Until Dec. 24, 2020  
PTR No. 8011178 Dec. 27, 2018  
IBP Lifetime Member Roll No. 52614  
MCLE No. VI-0029369 Nov. 11, 2019 Until 2022  
Commission No. 2019-082  
1091 N. Lopez St. Ermita, Manila, 0927 2774504

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
)

BEFORE ME, this 20<sup>th</sup> day of November 2019 personally appeared the following:

VICENTE GRACIANO P. FELIZMENIO, JR.


TIN

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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