



Republic of the Philippines
DEPARTMENT OF FINANCE
Roxas Blvd. corner P. Ocampo St., 1004 Manila



January 8, 2024

Mr. OILIE S. HAULO
Consultant

Subject: NOTICE TO PROCEED

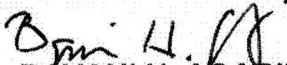
Dear Mr. Haulo:

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

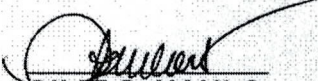
This Contract shall be effective from January 8, 2024 to June 30, 2024.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


OILIE S. HAULO

Date: Jan. 08, 2024

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR THE PRIVATIZATION AND
CORPORATE AFFAIRS GROUP IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of _____ 2024 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. OILIE S. HAULO, 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 Privatization and Corporate Affairs Group (PCAG) has a broad range of responsibilities where it plays a vital role in the implementation of the government's build build build/Public-Private Partnership (PPP) projects as well as in overseeing the government's privatization program. The Privatization Group provides technical and administrative assistance to the Secretary of Finance in the exercise of his function as Chairman of the Committee on Privatization. It evaluates and reviews issues involved in the prospective privatization or disposal of government corporation assets, monitors the implementation of dispositive actions for transferred assets and government-owned and controlled corporations (GOCCs) approved by the President including the introduction of necessary legislation thereon, and assess the aggregative and sectoral financial and socio-economic impact of the privatization or disposal of specific transferred or corporate assets in coordination with other appropriate and concerned entities. On the other hand, the Corporate Affairs Group (CAG) monitors the cash flows of the government corporate sector and provides technical support in the privatization of transferred accounts and government corporations. The group also formulates and implements policies affecting GOCCs;

WHEREAS, the engagement of the Technical Consultant shall augment the expertise needed in achieving the mandate of the PCAG, particularly, in the matters pertaining to the evaluation, assessment, and review of solicited and unsolicited proposals, privatization of government assets and GOCCs, and legal support to the issues involving thereto;

WHEREAS, the DEPARTMENT needs to engage the services of 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 engagement of the services of Mr. Oilie S. Haulo is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 045-2023 dated October 16, 2023, it was resolved to recommend the engagement of the consulting services of Mr. Oilie S. Haulo through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall engage the services of the CONSULTANT for the provision of the Services for the period of January 8, 2024 to June 30, 2024;

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. 011011012024-01-000005 dated January 5, 2024 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:

- a. Undertake financial review and liaises with the legal division for legal review of documents to expedite the review process of PPP project proposals with special attention to the project's concession agreement, Parameters Terms and Conditions, Minimum Performance Standards and Specifications (MPSS), financial model, and other related submissions of the PPP proposal;
- b. Represent the Department of Finance in the negotiations of the concession contract, MPSS, and commercial terms of unsolicited proposals approved by the National Economic and Development Authority (NEDA) Board with the original proponent of the PPP Project;
- c. Undertake financial review and liaises with the legal division for legal review of documents, as well as the drafting, of the bid documents for solicited PPP proposals approved by the NEDA Board;
- d. Review and analysis of the existing regulatory framework for the origination and structuring of PPP transactions;
- e. Provide sound direction and support in project management relative to the PCAG's role in the implementation of the government's disposition of assets and PPP projects;
- f. Provide initial competition law analysis on PPP projects including the concession contracts to promote national competition policy and review competition implications of PCAG's actions, policies and programs, and meet with the representatives of the Philippine Competition Commission, if required;
- g. Undertake the review and evaluation of merger and acquisitions of government-owned and controlled corporations;

- h. Attend and participate in the technical working group to resolve the issues regarding the deficiency tax assessment relating to and unpaid taxes on transfer of government assets for disposition;
- i. Provide financial inputs and liaises with the legal division for legal review of documents to the proposed PPP Act, its implementing rules and regulations, and other related PPP legislation and guidelines as initiated by the National Government;
- j. Identify, monitor, and manage contingent liabilities, distribution of risks, and Government exposure in projects and contracts assigned to the PCAG;
- k. Assist the Undersecretary and Assistant Secretary at any board functions which they are representing, such as but not limited to attendance to pre-board and board meetings, review of board materials, preparation of board briefers, review of board resolutions, and provide recommendations to the Undersecretary regarding board actions;
- l. Provide accounting expertise and liaises with the legal division for legal review of documents in relation to the implementation and collection of dividends from GOCCs and other forms of support required by the CAG, such as but not limited to, drafting of memorandum of understanding or agreements;
- m. Provide accounting review and liaises with the legal division for legal review of documents on tariff proposals of various water districts and provide recommendations on the impact of these proposals including attendance to the technical working group on water rates applications;
- n. Evaluate the financials of various GOCCs and determine their financial health and sustainability in line with National Government policy;
- o. Provide policy support through drafting, reviewing, or commenting on draft legislations, administrative issuances, and other papers or documents affecting the GOCCs, privatization activities of the national government, and other matters in relation to the mandate of PCAG;
- p. Attend and participate in technical working group meetings, inter-agency meetings, and other meetings requiring representation from the PCAG; and
- q. Perform other functions as may be assigned by the Undersecretary.

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 FIFTY THOUSAND PESOS (P150,000.00) for six (6) months or an aggregate amount of NINE HUNDRED THOUSAND PESOS (P900,000.00), 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 January 8, 2024 to June 30, 2024.

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 _____ 2024 at Manila, Philippines.

CONSULTANT

By:


OLLIE S. HAULO
Consultant

DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

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

BEFORE ME this 15 JAN 2024 day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN _____ and his government issued ID _____ issued on _____ at _____ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. Oilie S. Haulo with TIN _____ and his 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.

NOTARY PUBLIC

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Book No. XIX
Series of 2024

ATTY. MANUEL ANTONIO RODRIGUEZ II
Notary Public for City of Manila - Until Dec 31, 2024
Notarial Commission No. 2023-065
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila
I.B.P. No. 329200- Dec. 16, 2023 for year 2024
P.T.R. No. 1535348-Jan. 3, 2024 at Manila
Roll No. 68732/MCLE Compliance No. VII-0995642 4/14/2023