

SOCIAL HOUSING FINANCE CORPORATION

CONTRACT FOR SERVICES AS ORGANIZATIONAL DEVELOPMENT COORDINATOR FORTHE OFFICE OF THE PRESIDENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed by and between SOCIAL HOUSING FINANCE CORPORATION, a domestic corporation duly organized, existing and licensed under the laws of the Republic of the Philippines, represented hereto by its President, MA. ANA R. OLIVEROS with office address at BDO Plaza, 8737 Paseo de Roxas, Makati City, hereinafter referred to as the "CORPORATION" and TERESITA SAMSON CASTILLO, of legal age, Filipino, and presently residing at Unit 2, Block 10, Pluto St., Quezon City hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Executive Order No. 272, Series of 2004, the Corporation was mandated to be the lead government agency to undertake and administer the financing of the social housing programs of the government that will cater to the formal and informal sectors in the low-income bracket;

WHEREAS, on September 29, 2005, the CORPORATION was duly registered with, and authorized by the Securities and Exchange Commission to undertake the socialized housing component of the National Shelter Program;

WHEREAS, that the CONSULTANT possesses the special and highly technical skills and necessary qualifications for the accomplishment of the task, and that the CONSULTANT's task is primarily confidential and policy determining where trust and confidence are the preliminary consideration for the hiring of the CONSULTANT;

NOW THEREFORE, for and in consideration of the foregoing premises, and subject to the terms, conditions and covenants of the Contract of Services as Special Concerns Coordinator of the Office of the President and those hereunder stated:

- 1. The CORPORATION hereby engages the services of the CONSULTANT to undertake the following:
 - a. Create, plan and put into action organizational development processes to improve the Corporation which will benefit both the Corporation, its employees and its CMP stakeholders. Assess the current situation of the Corporation in order for it to identify the opportunities for change that will meet the objectives of the Corporation;
 - b. Plan and submit the proposed activities relevant to promoting and/or enhancing the programs being implemented by the CORPORATION;
 - c. Initiate mobilization and coordination of details of activities prior to a given date of the proposed program; and
 - d. Perform other tasks that may be assigned by the CORPORATION in connection with the tasks specified in this Agreement.

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- 2. The CONSULTANT shall perform work at a time and schedule agreed upon by both parties.
- 3. That the CORPORATION may assign the CONSULTANT to travel to project/work sites outside the corporate premises in relation to the functions/tasks assigned to the latter if necessary, subject to the issuance of the necessary Travel Authority by the appropriate officer. The CONSULTANT shall also receive such travel allowances as may be determined by the CORPORATION similar to but not exceeding, the travel entitlements.
- 4. The CORPORATION hires the CONSULTANT for the duration of six (6) months from January 1, 2016 to June 30, 2016. However, it is understood that either of the parties may pre-terminate this agreement due to loss of trust and/or confidence or for any other related reasons, provided that a written notice must be served to other party at least fifteen (15) days prior to its effective date.
- 5. In consideration of the services mentioned in paragraph 1 hereof, the CORPORATION shall pay the CONSULTANT, an amount of **SIXTY SIX THOUSAND FOUR HUNDRED PESOS ONLY (P66,400.00)** per month to be paid in two equal monthly installments and subject to the applicable professional tax (10%) and accomplishment report to be submitted on the 15th and end day of the covered month; with the last payment of services being released upon the submission of the accomplishment report. In this regard, SHFC shall furnish all pertinent BIR documents in relation to his remuneration stated.
- 6. This Agreement does not create an employer-employee relationship between the CORPORATION and the CONSULTANT and the latter is not entitled to the benefits enjoyed by the regular SHFC personnel.
- 7. The CONSULTANT shall report directly to the President of SHFC and shall submit to the latter reports and/or documents as required by the latter. All reports, notes and other documents and date complied or made by the CONSULTANT while performing the services shall be the sole and exclusive property of the CORPORATION.
- 8. Any amendments to this agreement shall be made in writing and signed by both parties.
- 9. It is agreed that the CONSULTANT be allowed to use the equipment and office supplies or resources that may be reasonably necessary in the performance and rendition of the aforementioned services.
- 10. The CONSULTANT hereby binds herself in trust and confidence all confidential and proprietary information or trade secrets of the CORPORATION and undertakes that the information shall be used only for the contemplated purpose and not for any other purpose or to disclose the same to any third party without permission from the CORPORATION.

SHFC CERTIFIED TRUE COPY BY: IN WITNESS WHEREOF, the parties have hereunto signed this Contract this _____ day of ____1 JAN 2016 2016 of Makati City. I hereby certify that I have read this Contract; that its contents had been thoroughly explained to me; and that I have voluntarily and freely accepted all the term and conditions. SOCIAL HOUSING FINANCE **CONSULTANT CORPORATION** By: ANA R. OLIVEROS SIGNED IN THE PRESENCE OF: ERNESTO N. A)TIENZA JR. Vice President for Management Services and ve Vice President Administrative Group ACKNOWLEDEGMENT REPUBLIC OF THE PHILIPPINES) MAKATI CITY BEFORE ME, a Notary Public, for and in the above jurisdiction, this 1 1 JAN 2016 2016 in the City of Makati, personally appeared the following persons: Government-issued ID Date/Place Issued Name

MARIA ANA R. OLIVEROS TERESITA SAMSON CASTILLO TIN No. 125-545-756 TIN No. 129-436-263

both known to me and to me known to be the same persons who executed the foregoing Renewal of Contract for services as Organizational Development and Special Concerns Coordinator for the Office of the President and acknowledge to me that the same is their free and voluntary act and deed.

This instrument relates to a Contract consisting of three (3) pages, including this page where the acknowledgement is written, and signed by the parties and their instrumental witnesses in each and every page hereof.

WITNESS MAY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

Doc No. 378
Page No. 77
Book No. 71

Series of 2016.

ATTY. LEO B. DEOCAMPO NOTARY PUBLIC

Until December 31, 2016 Roll No. 49042

IBP Lifetime No. 08659/1-6-10/Pasig City PTR No. 4752096/1-6-15/Makati City

SHFC
CERTIFIED TRUE COPY



SOCIAL HOUSING FINANCE CORPORATION

CONTRACT FOR SERVICES AS SPECIAL CONCERNS COORDINATOR FOR THE OFFICE OF THE PRESIDENT

KNOW ALL MEN BY THESE PRESENTS:

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WITNESSETH

WHEREAS, pursuant to Executive Order No. 272, Series of 2004, the Corporation was mandated to be the lead government agency to undertake and administer the financing of the social housing programs of the government that will cater to the formal and informal sectors in the low-income bracket;

WHEREAS, on September 29, 2005, the CORPORATION was duly registered with, and authorized by the Securities and Exchange Commission to undertake the socialized housing component of the National Shelter Program;

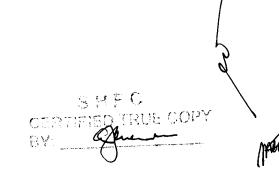
WHEREAS, that the CONSULTANT possesses the special and highly technical skills and necessary qualifications for the accomplishment of the task, and that the CONSULTANT's task is primarily confidential and policy determining where trust and confidence are the preliminary consideration for the hiring of the CONSULTANT;

NOW THEREFORE, for and in consideration of the foregoing premises, and subject to the terms, conditions and covenants of the Contract of Services as Special Concerns Coordinator of the Office of the President and those hereunder stated:

- 1. The CORPORATION hereby engages the services of the CONSULTANT to undertake the following:
 - a. Coordinate with the different factors of civil society and government agencies as regards programs that can be implemented in order to promote and/or enhance the administration of the Community Mortgage Program (CMP) as well as to increase the knowledge-based and visibility of the CMP;
 - b. Plan and submit the proposed activities relevant to promoting and/or enhancing the programs being implemented by the CORPORATION;
 - c. Initiate mobilization and coordination of details of activities prior to a given date of the proposed program; and
 - d. Perform other tasks that may be assigned by the CORPORATION in connection with the tasks specified in this Agreement.

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- 2. The CONSULTANT shall perform work at a time and schedule agreed upon by both parties.
- 3. That the CORPORATION may assign the CONSULTANT to travel to project/work sites outside the corporate premises in relation to the functions/tasks assigned to the latter if necessary, subject to the issuance of the necessary Travel Authority by the appropriate officer. The CONSULTANT shall also receive such travel allowances as may be determined by the CORPORATION similar to but not exceeding, the travel entitlements.
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- 5. In consideration of the services mentioned in paragraph 1 hereof, the CORPORATION shall pay the CONSULTANT, an amount of SIXTY SIX THOUSAND FOUR HUNDRED PESOS ONLY (Php 66,400.00) per month to be paid in two equal monthly installments and subject to the applicable professional tax (10%) and accomplishment report to be submitted on the 15th and the end day of the covered month; with the last payment of services being released upon the submission of the accomplishment report. In this regard, SHFC shall furnish all pertinent BIR documents in relation to his remuneration stated.
- 6. This Agreement does not create an employer-employee relationship between the CORPORATION and the CONSULTANT and the latter is not entitled to the benefits enjoyed by the regular SHFC personnel.
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- 10. The CONSULTANT hereby binds herself in trust and confidence all confidential and proprietary information or trade secrets of the CORPORATION and undertakes that the information shall be used only for the contemplated purpose and not for any other purpose or to disclose the same to any third party without permission from the CORPORATION.



IN WITNESS WHEREOF, the parties have hereunto signed this Contract this _____ day of ____ 1 _ JAN 2016 2016 of Makati City.

I hereby certify that I have read this Contract; that its contents had been thoroughly explained to me; and that I have voluntarily and freely accepted all the term and conditions.

SOCIAL HOUSING FINANCE CONSULTANT CORPORATION
By:

MA. ANA R. OLIVEROS ATTY. MIRIAM CORAZON E. QUIZON resident

SIGNED IN THE PRESENCE OF:

EDIARDO T. MANICIO Executive Vice President

ERNESTON, ATIENZA JR.
Vice President, Management Services and
Administrative Group

PTR No. 4752096/1-6-15/Makati City

ACKNOWLEDEGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS

BEFORE ME, a Notary Public, for and in the above jurisdiction, this day of 1 JAN 2016 2016 in the City of Makati, personally appeared the following persons:

Name

Government-issued ID Date/Place Issued

MA. ANA R. OLIVEROS TIN No. 125-545-756 ATTY. MIRIAM CORAZON E. QUIZON TIN No. 158-138-441

both known to me and to me known to be the same persons who executed the foregoing Renewal of Contract for services as Organizational Development and Special Concerns Coordinator for the Office of the President and acknowledge to me that the same is their free and voluntary act and deed.

This instrument relates to a Contract consisting of three (3) pages, including this page where the acknowledgement is written, and signed by the parties and their instrumental witnesses in each and every page hereof.

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WITNESS place first above wi		NOTARIAL SEAL on the date and	
Doc No. 379 Page No. 77 Book No. 71 Series of 2016.	SHFC CERTIFIED TRUE COPY BY:	ATTY. LEO B. DEOCAMPO NOTARY PUBLIC Until December 31, 2016 Roll No. 49042 Lifetime No. 08659/1-6-10/Pasig City	



Finance Corporation

Social Housing Finance Corporation

a subsidiary of National Home Mortgage Finance Corporation

BIDS AND AWARDS COMMITTEE Resolution No. 244 Series of 2015

RESOLUTION TO HIRE CONSULTANTS ON PROJECTS WHERE TRUST AND CONFIDENCE AS PRIMARY CONSIDERATIONS

WHEREAS, the Office of the President in its Memorandum dated 14 December 2015 endorsed to the BAC the procurement of consultants for projects where trust and confidence are the primary considerations for a period of six (6) months or from January 01, 2016 to June 30, 2016. Below are the projects endorsed to the BAC with the corresponding recommended consultants, to wit:

CONSULTANT'S NAME	PRIMARILY CONFIDENTIAL SERVICES
Miriam Corazon E. Quizon	Programs and Special Concerns Coordinator for the Office of the President
Teresita S. Castillo	Organizational Development Coordinator for the Office of the President

WHEREAS, Section 48.2 of the Revised IRR of RA 9184 reiterates the general rule that public bidding is the general mode of procurement, the same section allows procuring entities to resort to alternative modes of procurement in highly exceptional cases and subject to the conditions required by RA 9184, its revised IRR, and applicable guidelines. Among these highly exceptional cases is Negotiated Procurement (Highly Technical Consultants) under Section 53.7 of the Revised IRR;

WHEREAS, Section 53 of the Revised Implementing Rules and Regulations (IRR) of RA 9184 defines Negotiated Procurement as "a method of procurement of goods, infrastructure projects and consulting services, whereby the procuring entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant xx";

WHEREAS, pursuant to section 53.7 of the revised IRR of RA 9184, that the term of the individual consultants shall, at the most, be on six 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, time and again, GPPB in its number of non-policy opinions on issues concerning applicability of Sections 8.2.1 and 53.7 of the Revised IRR of RA 9184 in relation to Section 2.2 of IRR of Executive Order (EO) No. 662, as amended by EO No. 662-A, posting shall be made with the PhilGEPS as to the procurement opportunity and results of the awards, for transparency purposes;

WHEREAS, the Bids and Awards Committee in its determination and evaluation of the foregoing circumstances finds merit the procurement of the abovementioned consultants to the abovesaid projects with a monthly contract of Sixty Six Thousand Four Hundred Pesos Only (Php66,400.00), inclusive of all applicable taxes;

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Trunklines: (632) 750-6346 / 47 / 55 and 750-6337 Fax: (632) 894-4921 CERTIFIED TRUE COPY

http://www/shfcph.com

WHEREAS, Section 54.5 in relation to Section 39.2 of the revised Implementing Rules and Regulations (IRR) of RA 9184 prescribe, the general rule, the submission of performance security for contracts acquired/awarded through the alternatives methods of procurement except for Shopping under Section 52 and Negotiated Procurement under Sections 53.2 (emergency cases), 53.9 (small value procurement), 53.10 (lease of real property), and 53.13 (UN agencies).

Therefore, the alternative mode of procurement for Negotiated Procurement for Highly Technical Consultants under Section 53.7(ii) of the said IRR does not fall under the foregoing exceptions, hence posting of performance security for the procurement of these consultancy projects are required;

NOW THEREFORE, for and in consideration of the foregoing premises, the SHFC Bids and Awards Committee resolves, as it hereby resolves the following: 1. to recommend the procurement of the consultancy services of the abovementioned consultants for a period of six (6) months or from January 01, 2016 to June 30, 2016 pursuant to item 53.7 of the Revised Implementing Rules and Regulations of R.A. 9184; 2. award of the consultancy project to Atty. Miriam Corazon Quizon and Ms. Teresita S. Castillo, accordingly, with each a monthly contract of Sixty Six Thousand Four Hundred Pesos Only (Php66,400.00), inclusive of all applicable taxes, payable on the 15th and the end of each month subject to the applicable submission of complete accomplishment report; 3. posting of performance security in such form and amount provided for under Section 39.2 and pursuant to Section 54.5 of the revised IRR of RA 9184;

BE IT RESOLVED FURTHER that the result of the award be posted in Philippine Government Electronic Procurement System (PhilGEPS) and other necessary postings for seven (7) calendar days;

ADOPTED, this 28th day of December 2015, in the Social Housing Finance Corporation, 8737 BDO Plaza, Paseo de Roxas, Makati City.

(On leave)

ATTY. JANICE V. PALISOC

Member

LASET

Member

EDØAR M . ANINTPOT

YAP

Member

Vice Chairmai

BAC Chairman

APPROVED:

MA.ÁNA R. OLIVEROS

President

BAC Resolution No. 244, Series of 2015: Resolution To Hire Consultants on Projects where Trust and Confidence as Primary Consideration (Atty. Miriam Quizon & Ms. Tessam 01/16-06/16) Page 2