



FEB 27 2024

Ms. Schwendi Samson Fajardo
Lot 7, Block 8 Emmanuel St
Baseview Homes Subdivision
Lipa, Batangas, Philippines

This Agreement is made this 27th day of February 2024 between TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) (the EA) and SCHWENDI SAMSON FAJARDO.

The EA wishes to engage the Consultant to provide the services for LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project – CS303 Financial Management Specialist (54332-001).

The Parties agree to the terms and conditions set out in Appendix 1(A-C): Terms and Conditions,

Appendix 2: Terms of Reference, Appendix 3: Remuneration and Out-of-Pocket Expenses, Appendix 4: Consultant's Timesheet.

This agreement shall take effect as indicated and shall amend/revoke any other issuance inconsistent herewith.

The Parties have caused this Agreement to be signed on the date mentioned above.

For and on behalf of the EA

SUHARTO T. MANGUDADATU, Ph.D
Secretary/Director General, TESDA/
Project Director, PMU-SIPTVETS

For and on behalf of the Consultant

SCHWENDI SAMSON FAJARDO
Financial Management Specialist

SUBSCRIBED AND SWORN to before me this

~~APR 16 2024~~ at CITY OF MANILA, Philippines.

ATTY. CLIFF RICHARD E. GENESELA

Notary Public for City of Manila
East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City, 1550
Land Line: (+632) 8888-5641 to 46. CP Number: (+63) 917-4794370 (text only) Contact No. (+632) 8893-2454
www.tesda.gov.ph, contactcenter@tesdagov.ph

Notarial Commission No. 2023-103 Issued on 2-17-23 until Dec 31, 2024 Manila
IBP No. 394628 Issued on Jan. 3, 2024 Until Dec 31, 2024 Pasig City / Roll No. 49006
PTR No. 1521034 Issued on Jan. 2, 2024 Until Dec 31, 2024 Manila
MCLE No. VII-0022599 Issued on July 15, 2022 until April 14, 2025
Office Add. Mezanin San Luis Bldg. 1006 Orosa St., Ermita, Manila



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TERMS AND CONDITIONS OF CONTRACT (CS303)**DEFINITIONS**

- D-1. **ADB** means the Asian Development Bank
- D-2. **Consultancy inputs** means the amount of the time when the Consultant's services are required during the engagement. One **person-month** is equivalent to 30 **calendar days** or 22 **working days**. **Home Office** work means Consultant's work at the Consultant's own office or residence; **Field** work means Consultant's work at an **Assignment Location** other than the Consultant's Place of Residence.
- D-3. **Consultant** means the person who will provide the service under the Contract.
- D-4. **Consultant's Place of Residence** is the city or province where the Consultant holds permanent residence or office.
- D-5. **Contract** comprises the Offer Letter, the Specific Conditions, the General Conditions, the Notice to Proceed (NTP) and all Appendixes to any of these documents. The Contract becomes effective upon receipt of the EA's NTP. The NTP is issued after the Consultant accepts the offer.
- D-6. **D** for Definitions; **S** for Specific Conditions and **G** for General Conditions.
- D-7. **Executing Agency (EA)** is the organization or government agency of the Government with which the Consultant signs the Contract.
- D-8. **Firm** means the company or organization through which the Consultant is engaged, if the engagement is through a firm. The reference to "Firm" in the General Conditions may be disregarded if the Contract is signed directly between the EA and the Consultant.
- D-9. **Grant** is any grant financed or cofinanced by ADB.
- D-10. **Loan** is the loan financed or co-financed by the ADB for the purpose of financing the Project.
- D-11. **Project** means *LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project* which the project under the Loan or Grant for which the Service is required.
- D-12. **Services** means the services the Consultant will perform as specified in the **Terms of Reference ("TOR")** in Appendix 2.
- D-13. **Term of Engagement** means the period when the Contract is effective.

SUHARTO T. MANGUDADATU, Ph.D

SCHWENDY/SAMSON FAJARDO

TERMS AND CONDITIONS OF CONTRACT [Ref. No#]**SPECIFIC CONDITIONS**

- S-1. **Term of Engagement:** The Consultant shall make herself/himself available to work full time from 01 March 2024 to 29 February 2028 on a continuous basis. The commencement date is confirmed in the Notice to Proceed (NTP). Should the NTP indicate a commencement date and completion date different from the above, the NTP shall prevail.
- S-2. **Consultancy Inputs:** As required by Terms of Reference (TOR) in Appendix 2.
- S-3. **Assignment Location:** TESDA, Taguig City, Philippines.
- S-4. Details on S-1 to S-3 are further specified in the **Terms of Reference (TOR)** in Appendix 2.
- S-5. **Remuneration:** A time-based of Php131,124.00/ month which includes remuneration and all expenses except for reimbursable expenses, if any, as indicated in **Appendix 3**. Payment will be made in accordance with **General Conditions Clause 3, 4, 5, and Appendix 3**.
- S-6. **Out-of-Pocket Expenses:** Details are specified in **General Conditions Clause 4 and Appendix 3**.
- S-7. **Contract Amount:** PHP 6,293,952.00
- S-8. **Insurance:** The Consultant shall be fully and solely responsible for taking out and maintaining adequate medical insurance and insurance against the Consultant's accidental death or for any injury incurred during the Term of the Engagement.
- S-9. **Advances:** None
- S-10. **Executing Agency:**
Technical Education and Skills Development Authority (TESDA)
 SUHARTO T. MANGUDADATU, Ph.D
 Secretary/Director General, TESDA
 Fax No/ Telephone Number.: 02-88519320
 E-mail: siptvets_pmu@tesda.gov.ph
- S-11. **Consultant's Information:**
Ms. Schwendi Samson Fajardo
 Lot 7, Block 8 Emmanuel St
 Baseview Homes Subdivision
 Lipa, Batangas, Philippines
 Nationality: Filipino
 Fax No.: none
 E-mail: swendz@hotmail.com/ swendz@gmail.com
- S-12. **Currency of Payment:** Philippine Peso
- S-13. **Bank Account of the Consultant: To be provided by the Consultant**
 BDO Checking Account Number 003528018194
 Name: SCHWENDI S. FAJARDO

SUHARTO T. MANGUDADATU, Ph.D.

SCHWENDI SAMSON FAJARDO

SUHARTO T. MANGUDADATU, Ph.D.

S-14. **Billing Unit:**
Technical Education and Skills Development Authority (TESDA)
ENGR. ENRICO C. BANARIO – PROJ. MGR.
Fax No/ Telephone Number.: 02-88519320
E-mail: siptvets_pmu@tesda.gov.ph

S-15 **Counterpart facilities** The individual consultant must have a personal laptop and cellphone. EA shall provide office table and chair.

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SCHWEIDI SANSOII FAJARDO

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Office Add. Mezanin San Luis Bldg. 1006 Orosa St., Ermita, Manila.

TERMS AND CONDITIONS OF CONTRACT**GENERAL CONDITIONS**

- G-1. **Performance of the Consultant** - During the Term of Engagement when the Consultant's inputs are required, the Consultant shall work full time and shall diligently and effectively complete the services under the TOR. The EA reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation to refer to if the Consultant is considered for re-engagement.
- G-2. **Contractual Ethics** - the EA requires that Consultants and consulting firms under the Loan or Grant observe the highest standard of ethics (refer to Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and Its Borrowers* and the ADB's *Policy on Anti-Corruption*; a copy may be obtained by visiting www.adb.org). Consultants and consulting firms under ADD financed contracts shall also act in accordance with ADB's policy on sexual harassment. The Consultant also undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection of the Consultant or in the Contract's execution.
- G-3. **Remuneration**
- a. the EA shall pay the Consultant's remuneration either to the Consultant or, if the EA engages the Consultant through a Firm, to the Firm. The EA shall pay remuneration for the period in which the EA requires the Consultant's full time (only if agreed in this Contract, part time) commitment to provide Consultancy Inputs. The payment is subject to the terms and conditions in Specific Conditions Clause 5, Appendix 3, General Conditions Clause 3, Sections b, c, d, and General Conditions Clause 5.
 - b. If Specific Conditions Clause 5 indicates a lump sum payment for the Services, the Consultant's remuneration and OPE, except for any reimbursable expenses specified in Appendix 3, will be paid in lump sum in accordance with a payment schedule shown in Appendix 3.
 - c. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are less than 30 calendar days or 22 working days, the EA shall pay the remuneration in the following way:
 - i. By calendar days for the time the Consultant spends on the services in the field, that is, at a location other than the Consultant's place of residence. The field time includes the time required to travel to and from the assignment location via the most direct route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment, and/or,
 - ii. By working days for the days that the Consultant works full-time to provide the services at his or her home office, that is, the Consultant's place of residence.
 - iii. The maximum number of paid working days in a calendar month is 22 for purposes of this Contract.
 - d. If Specific Conditions Clause 5 does not indicate a lump sum and if the Consultancy Inputs are 30 calendar days or more, the EA pays remuneration as follows.

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- i. By person-months, including the time required to travel to and from the assignment location via the most direct-route, the EA official holidays, and weekends except the weekend that falls at the end of the assignment.
- ii. the EA calculates daily remuneration rates by dividing the monthly rate by 30 for a calendar day and by 22 for a working day.
- e. the EA shall determine the amount it offers for each assignment. If the EA re-engages the Consultant for a new assignment in the future, the remuneration it offers might be different from the rate for this assignment, which is indicated in Specific Conditions Clause 5.

G-4. Out-of-Pocket Expenses (OPE) and Reimbursable Expenses

- a. If Specific Conditions Clause 5 does not indicate a lump sum for Remuneration and OPE, the EA will pay OPE to the Consultant, or the Firm if the Consultant is engaged through a firm, for actual costs substantiated by receipts of purchase or other supporting documents as specified in Appendix 3, unless otherwise specified. Details of the OPE are shown in Appendix 3 which may include the following:
 - i. Per Diem Allowance is a daily allowance for accommodation and subsistence when the Consultant stays overnight at a place other than the Consultant's Place of Residence to perform the Services during the Term of Engagement.
 - ii. Travel Cost covers all transportation costs the Consultant reasonably incurs in traveling for the Services including the cost of transportation by appropriate public transport between the Consultant's Place of Residence and the nearest convenient international airport. Air travel should be economy class and by the most direct route with connecting flights. Extra costs for non-work related stop-over en-route exceeding the allowable travel time or for non-direct route flights shall be at the Consultant's own expense.
- b. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE without reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5.
- c. If Specific Conditions Clause 5 indicates a lump sum for Remuneration and OPE with reimbursable expenses, the EA will make payments following the payment schedule in Appendix 3 and in accordance with General Conditions Clause 5 and reimburse either the Consultant or the Firm the actual cost of the reimbursable expenses.

G-5. Payment

- a. The EA shall make payment in accordance with Specific Conditions Clause 5, General Conditions Clause 3, and General Conditions Clause 6 when applicable, within a reasonable period, normally (depending on General Conditions Clause 5-c) not more than 30 days, unless otherwise specified in Appendix 3, from the EA's receipt of the invoice from the Consultant, or the Firm if the Consultant is engaged through a firm.
- b. Unless otherwise specified in Appendix 3, the invoice shall be submitted to the EA each month with a statement showing the time the Consultant spent during that period performing the Services and with the supporting documents for the reimbursable expenses as required in Appendix 3.

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- c. Payment follows the EA certifying that Services are satisfactory.
- d. The EA payments shall be made to the bank account as specified in Specific Conditions Clause 13.
- e. The EA discourages frequent change of Firm/Consultant's bank account and requires an official request with justifications for such a change. In the case of Firm, the letter must be signed by the same person who signed this Contract on behalf of the firm or an authorized representative of the Firm. The EA does not accept a third party's bank account other than the contracting party's account.
- f. The Consultant, or the Firm if the Consultant is engaged through a firm, shall submit the final invoice within 60 calendar days after the completion of the Term of Engagement or termination of the Contract. If no final invoice is received by the EA within 60 calendar days after the completion of the Term of Engagement or termination of the Contract, the EA shall make the final payment based on the Contract's account record certified by the EA after the settlement of any pending matters, such as outstanding advance payment, Contract variations or handover of equipment by the Consultant to the EA if any equipment is purchased by the Consultant using the EA funds. The EA will then close the Contract account after the final payment. All payment claims to the EA, if any, from the Consultant or the Firm, shall be considered as irrevocably waived after the closure of the Contract account.
- g. Total payment under this Contract shall not exceed the maximum amount indicated in Specific Conditions Clause 7 unless the EA issues a Contract variation order to amend the maximum amount.
- h. Except for the monthly and final invoice which shall be submitted by the Consultant to the EA, all requests for advances, queries and follow-ups regarding status of payments should be sent to the Project Management Unit, PEVOTI Building, TESDA Compound, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City 1630.


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G-6. **Advances** - The Consultant, and the Firm if the Consultant is engaged through a firm, may request an advance on OPE up to the amount as indicated in Specific Conditions (Specific Conditions Clause 9). The advance will be recovered in the number of installments specified in Specific Conditions Clause 9 starting from the first billing. The EA must approve additional advance(s) and recovery is adjusted.

G-7. **Insurance**

- a. Refer to Specific Conditions Clause 8.
- b. Where the EA engages the Consultant directly or through a firm, the EA shall undertake no responsibility for life, accident, travel, or any other insurance coverage for the employees or sub-contractors of the Consultant or for the dependents of any such persons who may travel to the duty station or elsewhere for the purposes of the Services. The Consultant and the Firm (if the Consultant is engaged through a firm) shall
 - i. take out and maintain adequate insurance against loss of or damage to equipment the Firm or Consultant purchases in whole or in part with funds provided by the EA, if any. The proceeds of such insurance shall be payable in a currency freely usable to replace or repair such equipment.
 - ii. take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

iii. take out any other necessary insurance coverage for the Consultant.

G-8. **Language** - All reports, unless otherwise specified in the TOR, and all communication related to the execution of this Contract shall be in English language.

G-9. **Reports** - The Consultant shall submit to the EA reports and/or other written and electronic documents as required in the TOR. A 500-word (maximum) knowledge summary will be included in the front section of the final report to be delivered on a CD. All reports, notes drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant or the Expert while performing the Services shall be the sole and exclusive property of the EA. Upon Contract termination or conclusion, the EA has the right to direct the disposal of such property which may be made available to the general public in the EA's sole discretion. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Services without the prior approval of the EA. After concluding the Term of Engagement, the Consultant shall continue to cooperate with the EA to clarify or explain any contents in the reports the Consultant submits. It is understood that the Consultant shall use his/her own computer or laptop to complete the Reports.

G-10. **Intellectual Property** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall ensure that all its Services and all goods and services (including without limitation all computer hardware, software, and systems) procured by the Consultant from the EA funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The Consultant, and the Firm if the Consultant is engaged through a firm, shall indemnify the EA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the EA for actions related to performing the Services. These include the Consultant's or Firm's infringing or allegedly infringing copyright, trademark, patent, or other protected right.

G-11. **Public Statement and Commitment** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall act discretely and refrain from making public statements about the Services or any the EA projects without the EA's prior written approval. The Consultant, and the Firm if the Consultant is engaged through a firm, has no authority to commit the EA in any capacity and shall make this clear as circumstances warrant. The Consultant should refrain from any political activity involving the assignment or in the country where the project takes place during the Term of Engagement.

G-12. **Disclosure of Information** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall comply with the *ADB Policy on Confidentiality and Disclosure of Information* (a copy may be obtained by visiting www.adb.org).

G-13. **Equipment** - It is agreed that the Consultant, unless otherwise approved by the EA, shall use, when necessary, his/her own computing tools, laptop or notebook for performing the Services. In special cases, the EA may provide funds under the Contract for the Firm/Consultant to purchase equipment for use by the Consultant during the Term of Engagement. Such equipment shall remain as the EA's property and should be handed over to the EA, unless otherwise instructed by the EA, upon the termination of the Contract.

G-14. **Relationship of the Parties** - Nothing contained in this Contract shall be construed as establishing any relationship other than that of independent contractor between the EA and the Consultant, or the Firm if the Consultant is engaged through a firm.

G-15. **Subcontracting** - The Consultant, and the Firm if the Consultant is engaged through a firm, shall not assign or sub-let the Contract or any part of it without the prior written consent of the EA for an approved sub-contract.

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G-16. **Disability or Incompetence of the Consultant** - The EA's engagement of the Consultant is conditional upon the Consultant's or the Firm's confirmation to the EA that the Consultant is healthy and without physical or mental disability that may interfere with performing the Services. The Consultant shall, if called upon to do so, give the EA any medical or other evidence as the EA may reasonably require. If at any time in the EA's opinion, whether for reasons of health or otherwise, the Consultant is unable to perform or to complete the Services adequately, the EA may terminate this Contract.

G-17. **Unusual Incidence** - The Consultant shall report immediately to the EA any accident involving personal injury or property damage during the Term of Engagement. The Consultant shall also report to the EA immediately any circumstances which might hinder or prejudice performance of the Services.

G-18. **Visas** - The Consultant shall obtain visa and other approvals from governmental authorities required under applicable laws and regulations of the Assignment Location to permit the Consultant to carry out the Services and, if applicable, shall obtain visas and other required approvals from the relevant governmental authorities for any dependents of such Consultant physically present in the Assignment Location during the Term of Engagement.

G-19. **Suspension; Termination of Contract**

a. The EA may suspend performance of the whole or part of the Contract, or the disbursement of funds hereunder, for a period as the EA deems necessary if the EA determines that a condition has arisen which, in the reasonable opinion of the EA, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed 30 working days; Notwithstanding the above, this Contract may be terminated by the EA:

i. upon the expiration of a period of time of not less than 15 calendar days after written notice of its intention to terminate has been given to the Consultant; or

ii. immediately if the EA determines that the Consultant, and the Firm if the Consultant is engaged through a firm, has engaged in unethical behavior, or corrupt, fraudulent, coercive, or collusive practices - as defined by ADB in the *ADB's Anticorruption Policy* and in Section 1.05 of the *Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers*; or

iii. immediately if the EA determines that the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed.

b. The Consultant, or the Firm if the Consultant is engaged through a firm, may terminate the Contract if there are circumstances beyond the Consultant's reasonable control which make it impossible to carry out the Services. The Consultant must substantiate such reasons in writing. Upon the EA's confirmation in writing, or the failure of the EA to respond to such submission of justification within 15 days from receipt, the Consultant shall be relieved from performing the Services and this Contract shall be terminated.

c. **Termination Procedure** - Upon termination of the Contract or the EA giving such notice, the Consultant, and the Firm if the Consultant is engaged through a firm, shall immediately bring the Services to an orderly close and reduce expenditures to a minimum. Unless the Consultant's default causes termination, the Consultant, or the Firm if the Consultant is engaged through a firm, is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs for the orderly termination of Services, including return travel by the Consultant, are reimbursable. If termination is occasioned by the Consultant's or the Firm's default, the Consultant, or the Firm if the Consultant is engaged through a firm, or the EA as the case may be, shall be entitled to the difference between:

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- i. the costs, direct or indirect, the Consultant or the Firm incurs in the performance of the Services up to the date of termination; and
- ii. the aggregate of all sums the EA paid to the Consultant or the Firm under the Contract.

G-20. **Entire Agreement and Contract Amendment** - The Contract as amended from time to time under the foregoing provisions supersedes all prior arrangements whether written or oral, expressed or implied. The amendment, whether partly or wholly, of any of the Contract's terms or conditions shall be valid only if in writing and signed by the authorized party of the EA.

G-21. **Notices and Requests** - Any notice or request required or permitted under this Contract shall be in writing. Such notice or request shall be deemed to be fully given or made when it is delivered by hand, mail, or fax to the authorized party. The authorized party under this Contract for the EA is described in **Specific Conditions Clause 10** and the authorized party for the Consultant is the person who confirms the acceptance of the Offer Letter and is described in **Specific Conditions Clause 11** unless otherwise notified by the Consultant, or the Firm if the Consultant is engaged through a firm.

G-22. **Delays** - No failure or delay on the part of the EA in exercising any power or right under this Contract shall operate as a waiver of that power or right, nor shall any single or partial exercise of such power or right preclude any other or further exercise or any other power or right under this Contract.

G-23. **Inspection and Audit** - The Consultant, and the Firm where the Consultant is engaged through a firm, agree to allow the EA or ADB or a representative authorized by the EA or ADB to inspect and audit any accounts, documents, and records relating to this Contract.

G-24. **Settlement of Disputes**

- a. The Consultant, or the Firm where the Consultant is engaged through a firm, and the EA agree that avoidance or early resolution of disputes is crucial for smoothly executing this Contract and completing the assignment. Each party should settle amicably all disputes arising out of or connected with this Contract or its interpretation through the following procedure: each party's authorized representative will examine the matter(s) in dispute and consider available options to resolve such dispute. The parties will seek agreement on the most reasonable option to resolve the dispute and act appropriately to that end.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be amicably settled between the parties under (a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.

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TERMS OF REFERENCE

Contract	CS303 Financial Management Specialist		
Project	LOAN-4268 PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project		
Expertise	Financial Management		
Source	National	Category	Independent

Objective/Purpose of the Assignment:**Introduction**

The project Supporting Innovation in the Philippine Technical and Vocational and Education and Training System (SIPTVETS) is a multi-year project loaned from the Asian Development Bank (ADB) in support of the modernization of Philippine TVET system. Through this project, the agency envisions to make TVET more responsive to the increasingly globalized, technologically and knowledge-driven market.

To achieve this, TESDA identified four (4) key outputs:

1. Output 1: The Philippines' skills development ecosystem modernized
2. Output 2: TVET training made more demand-driven and industry-led
3. Output 3: Selected TTIs upgraded and modernized into industry-responsive innovation centers
4. Output 4: TESDA's institutional capacity strengthened

OBJECTIVES

The Financial Management Specialist has been hired to provide financial management support services to the TESDA Financial Management Department, Project Management Unit (PMU), and the Project Management and Implementation Consultant in accordance with ADB's Policies and Regulations, Loan Agreement, Project Agreement, project administration manual (PAM), procurement plan, and the GOP's national laws and regulations, in accordance with best international practice for financial management.

Scope of Work:

The scope of work for the Financial Management Specialist will include but not limited to the following:

1. Design and implement adequate internal control systems to safeguard project resources, and to ensure the legality, validity, propriety, and accuracy of all financial transactions;
2. Ensure that the approved project internal control systems are working thereby maintaining transparency and proper accountability of expenditures;
3. Ensure compliance of all provisions in the loan agreement and in the Project Administration Manual related to financial management;
4. Manage/monitor the US\$ Advance and Peso Conduit Accounts established solely for the Project;
5. Ensure that the ADB loan proceeds are utilized solely for SIPTVET eligible expenditures;
6. Prepare withdrawal applications and disbursement requests for submission to ADB on the basis of the Statement of Expenditures in accordance with provisions in ADB Loan Disbursement Handbook;
7. Coordinate with the ADB, Department of Finance, Department of Budget and Management, Bureau of the Treasury, Bangko Sentral ng Pilipinas and the TESDA Authorized Government Depository Bank for the timely release of project funds;
8. Prepare project expenditure forecasts to ensure availability of loan proceeds at any given time;
9. During annual work and financial planning, assist the FM Director in establishing the cost parameters for the Project;
10. Assist the FM Director in the preparation of the Project Annual Work and Financial Plan together with the Project Management Unit and the TESDA Budget Division;
11. Coordinate with the TESDA Accounting Division on the timely recording of project financial transactions in the Fund 102-SIPTVET LP/GOP account opened for the purpose under the eNGAS;
12. Coordinate with the TESDA Accounting Division on the timely preparation of unaudited FS for

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submission to the Resident COA;

13. Ensure that the financial statements of the project reconcile with ADB records;

14. Coordinate and monitor the timely submission of Audited Project FS and other covenanted financial monitoring reports to ADB;

15. Draft the Terms of Reference for the conduct of audit and facilitate discussions between ADB, TESDA and COA;

16. Facilitate the conduct of training or workshops related to financial management for PMU and TESDA staff;

17. Ensure compliance to the SIPTVET FM Action Plan and report on the progress during review missions;

18. Ensure that payments for all project related expenditures are made in a timely manner; and

19. Perform other relevant tasks as may be assigned by the Project Manager from time to time.

Detailed Tasks:

The Financial Management Specialist shall submit regular quarterly progress and annual accomplishment reports to the TESDA and ADB as required. Three copies of the required reports must be submitted to the SIPTVET Project Manager for review and approval

Inception Report - Inception Report Within 2 weeks after issuance of Notice to Proceed and mobilization of contract

Financial management and other related documents - As required by the SIPTVET Project Manager

Quarterly Progress Report - Last working day of each quarter

Annual Report - Every 15th of December of each year

Places of Assignment:	Days Estimated	Dates (dd/mm/yyyy)
TESDA, Taguig City, Philippines	48 person-months: 5 days per week at hybrid arrangement; 3 days on-site (face-to-face) and 2 days off-site (work from home)	01 March 2024 To 29 February 2028
TOTAL DAYS (state if Intermittent)		

NOTE: Actual schedule to be confirmed with User Unit.

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SCHWENDI SAMSON FAJARDO

REMUNERATION AND REIMBURSABLE EXPENSES

1. REMUNERATION

P131,124.00/ month

Sr. No.	Per month Rate	Number of man-months	Total
1	P131,124.00	48	P 6,293,952.00

2. REIMBURSABLE EXPENSES

Not Applicable

3. CONTINGENCY

Not Applicable

4. SUMMARY OF PAYMENTS

Sr. No.	Per month Rate	Number of man-months	Total
1	P131,124.00	48	P 6,293,952.00

Appendix 4

Consultants Timesheet

Contract No. CS303
Loan Number – 4268 PHI

Asian Development Bank
Consultant's Timesheet No.
For the period of: _____ 20__

Day	Date	Location	Per Diem	Activities/Remarks	Justification for work claimed on non-weekdays or official holidays observed by TESDA
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					

SUHARTO T. MAHIGUDADATU, Ph.D.

SCHWEINI SANSON FAJARDO

Summary of Consultant's Inputs as per contract

Total inputs/days as per contract: _____ days inclusive of Variation(s) Nos. _____ to _____

- Previous inputs/days rendered/billed:
 - Inputs/days rendered/billed this month:
- Balance:**

I hereby certify that the number days billed/claimed for this month represent the actual time inputs rendered for this contract and there are no overlapping of claims with other concurrent Nos. _____.

I hereby certify that I am in compliance with the Terms and Conditions, the Terms of Reference and the Standards of Conduct.

Submitted By:

SCHWENDI SAMSON FAJARDO

Consultant/ Date

(Signature over Printed Name)

Certified by:

TESDA Supervising Authority Date

(Signature over Printed Name)


SUHARTO T. MANGUDADATU, Ph.D.


SCHWENDI SAMSON FAJARDO