

Invitation for Expression of Interest

The Philippine Institute for Development Studies (PIDS) has a requirement for Consultancy Services for the Engagement of Private Lawyer at PIDS through Negotiated Procurement – Highly Technical Consultant.

Attached in this invitation is the copy of the Terms of Reference for reference. Interested individuals/consultants who wish to express their intents may submit curriculum vitae to procurement@pids.gov.ph using the above project name as email subject.

Service through policy research

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Philippine Institute for Development Studies
TERMS OF REFERENCE
Consultancy Services for the Engagement of Private Lawyer at PIDS

I. INTRODUCTION

A. Background

The Philippine Institute for Development Studies (PIDS) is currently without an existing plantilla position for a lawyer within its organizational structure. In the absence of in-house legal personnel, the PIDS faces challenges in the timely review of contracts, memoranda of agreement, procurement documents, and other legal instruments essential for its operations. Hence, the lawyer to be hired will not only assist in the contract review but also will render sound advice to the PIDS Management on various legal and regulatory issues that affect PIDS' operations.

The hiring of such legal services shall be undertaken in accordance with the rules and guidelines prescribed by the Office of the Government Corporate Counsel (OGCC), Commission on Audit (COA), as well as the relevant procurement laws, rules and regulations, which authorize the engagement of private counsel by government agencies under specific conditions and subject to OGCC approval.

Ultimately, this engagement aims to facilitate efficient legal review and support PIDS in fulfilling its mandate while ensuring adherence to all applicable legal and regulatory requirements. This would be more expedient and advantageous to PIDS and would result in greater efficiency in government operations.

B. Objectives

The primary objective of this Terms of Reference is to engage the services of a qualified private lawyer who will provide legal assistance to PIDS in the review, drafting, and evaluation of contracts, memoranda of agreement, procurement documents, and other legal instruments. . The private lawyer shall also provide timely legal advice and guidance on matters affecting the agency's operations, including policy formulation, contract implementation, and dispute resolution. Moreover, this engagement seeks to ensure that all transactions, documents, and agreements entered into by PIDS are legally sound, compliant with existing laws, rules, and regulations, and protective of the government and Institute's interests engagement aims to facilitate the efficient conduct of the PIDS' functions in the absence of an in-house legal officer or plantilla position for a lawyer, in accordance with the rules and guidelines set by the OGCC on the hiring of private counsel by government agencies. In this way, the assistance rendered by the lawyer shall be supplemental to what the OGCC is providing to PIDS. Ultimately, this will result to more expedient and more efficient operation of PIDS.

II. SCOPE OF WORK

Specifically, the private lawyer shall render legal services necessary to support PIDS in the performance of its functions and to ensure that all its activities are compliant with

applicable laws, rules, and regulations. Specifically, the private lawyer shall perform the following tasks and responsibilities:

1. Review, draft, and evaluate contracts, memoranda of agreement, procurement documents, and other legal instruments to ensure their legality, enforceability, and protection of the government's interest.
2. Provide written legal opinions and advice on matters affecting the agency's operations, including but not limited to procurement, administrative, and contractual issues.
3. Conduct legal due diligence on proposed projects, programs, and partnerships entered into by the agency.
4. Assist in the drafting or revision of agency policies, memoranda, and other official issuances to ensure their compliance with existing laws and regulations. It shall be the responsibility of the concerned departments/units at PIDS to prepare the initial drafts of the contracts/MOA subject to review/edits of the lawyer.
5. Represent the agency in meetings, conferences, or consultations where legal advice or opinion is required, subject to the limits prescribed by the OGCC.
6. Coordinate and consult with the OGCC in accordance with existing laws and regulations when required, including the submission of legal documents or opinions for OGCC review or confirmation. It shall be understood the lawyer shall be under the control and supervision of OGCC for those matters under the latter's jurisdiction. Thus, he/she shall keep abreast of the latest rules and regulations promulgated by OGCC and submit necessary documentations/reports to the latter when required.
7. Coordinate with the PIDS' Office of the Vice President (OVP) for matters involving policies of PIDS.
8. Provide legal guidance in the resolution of disputes, claims, or issues arising from contracts, administrative matters, or other legal concerns of the agency.
9. Perform other related legal tasks that may be assigned by the PIDS President, consistent with the purpose and nature of the engagement.

III. REPORTING AND EVALUATION

The consultant shall report directly to the PIDS President in coordination with the AFD Department Manager. The lawyer's workplan shall be developed in coordination with the AFD Department Manager, who shall in turn seek inputs from other departments at PIDS.

Onsite reporting to the PIDS office in Quezon City is required at least once a week for consultations, subject to change depending upon the internal arrangement with the President. The consultant must also be available for consultation sessions/meetings through telephone, email, and other available means of communication as discussed/required by the PIDS President.

To guarantee the quality and relevance of work conducted, the PIDS President or his duly designated representative shall evaluate the quality of services delivered by the consultant concerning this TOR and issue written approval, retention, or discontinuance.

IV. DURATION

The engagement shall be for one (1) year from the notice of approval of OGCC and concurrence of COA, whichever is later¹, and may be subject to renewal depending on the satisfactory performance of the lawyer.

The contract shall not commence until the prior approval of the OGCC and concurrence of COA are obtained.

V. RESPONSIBILITIES OF THE CONSULTANT AND DELIVERABLES

The consultant shall have the following responsibilities:

1. Report directly to the PIDS President in coordination with the AFD Department Manager;
2. Adhere to the agreed scope of work and deliverables;
3. Prepare and submit monthly reports or updates to the PIDS President detailing legal work performed, ongoing matters, and recommendations for policy or procedural improvement.
4. Maintain strict confidentiality of all agency records, correspondence, and information obtained in the course of the engagement, in accordance with the Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and other applicable issuances, and he/she shall:
 - a. Sign a non-disclosure undertaking;
 - b. Warrant, represent, and undertake reliability of the services required;
 - c. Agree to hold the Propriety Information in strict confidence;
 - d. Agree not to reproduce, transcribe, or disclose the Propriety Information to third parties without prior written approval from the Institute; and
 - e. Uphold with strict confidentiality any information that will come to his/her knowledge.
5. Ensure that all documents and agreements adequately protect the interests of the government and the agency from potential legal risks or liabilities.
6. Coordinate and liaise with the OGCC for review, advice, or approval on legal matters, as required under applicable rules.
7. Submit periodic reports and status updates to the OGCC;
8. Secure deputation from OGCC
9. Conduct legal research and prepare opinions, memoranda, or briefs on issues raised by the PIDS management or personnel.
10. Perform other legal tasks that may be assigned by the agency head consistent with the objectives of this engagement and within the allowable scope under the OGCC guidelines.

¹ In compliance with OGCC Operational Guidelines No. 2, series of 2025 (Forms and Guidelines on the Engagement of Private Lawyers and Law Firms by Government Corporations) and COA Circular No. 1826-255, as amended by Circular No. 2021-003 on the engagement of lawyers by government agencies, including GOCCs.

VI. QUALIFICATIONS OF THE CONSULTANT

The consultant must possess the following qualifications:

1. Member of the Philippine Bar in good standing. The applicant must submit Integrated Bar of the Philippines (IBP)-issued Certificate of Good Standing for the current year;
2. At least five (5) years of relevant legal practice or work experience in contract review, document preparation, and other areas of law pertinent to government operations;
3. Must possess a valid Mandatory Continuing Legal Education (MCLE) Certificate of Compliance or Exemption for the immediately preceding compliance period;
4. Must exhibit a high degree of professionalism and ethical standards;
5. Strong written and verbal communication skills;

Possession of notarial commission is an advantage. The rate for each notarized document shall be as agreed upon with the lawyer.

VII. APPROVED BUDGET FOR THE CONTRACT (Professional Fees)

The Approved Budget for the Contract (ABC) is **Seven Hundred Thirty Eight Thousand Seven Hundred Seventy Seven Pesos and 60/100 only (P738,777.60) for 12-month engagement at PIDS** and shall include the cost of all taxes, duties, fees, levies, and other charges imposed under applicable laws.

The lawyer shall issue Official Receipts for the payments received from the Institute.

VIII. SCHEDULE OF PAYMENTS

Payment shall be made in 12 monthly equal payments for the duration of the contract upon issuance by PIDS of monthly certificate of satisfactory services rendered.

IX. Conflict of Interest Clause

The private lawyer shall ensure at all times that there is no existing or potential conflict of interest between his/her professional engagement with PIDS and any other work, relationship, or representation previously undertaken or currently ongoing. The lawyer shall not represent any interest adverse to the PIDS or the government, nor engage in any activity or accept any retainer that may result in divided loyalties or impaired professional judgment in the fulfillment of duties under this engagement. The lawyer is required to formally disclose to PIDS, prior to assumption of duties and throughout the course of the engagement, any circumstance that may raise concerns of conflict of interest, whether direct or indirect. In case of any doubt or arising conflict, the lawyer shall seek written guidance from the agency and, when necessary, from OGCC. No representation or service that runs counter to the interests of the government or the agency may be accepted during the term of engagement.

X. OGCC Supervisory Authority

The engagement of the private lawyer shall be subject to the direct supervision and OGCC, as mandated under existing laws and OGCC rules and regulations. All actions, legal opinions, pleadings, contracts, and other documents prepared by the private lawyer in connection with this engagement shall be reviewed, as necessary, and be made available to the OGCC for proper oversight. The private lawyer shall coordinate and comply with any directives, recommendations, and requirements issued by the OGCC, and shall submit periodic reports on legal matters handled for PIDS to the OGCC in accordance with its guidelines. This engagement shall be effective only upon the prior written conformity of the OGCC, pursuant to its administrative supervision over legal matters of government corporate entities and instrumentalities.

Notwithstanding such supervision, the lawyer shall directly report to both the OGCC and the PIDS on all matters relevant to the engagement, and shall keep each duly informed of the status, progress, and developments of the legal services being rendered.

XI. LIMITATION OF ENGAGEMENT CLAUSE

The engagement of the private lawyer shall be limited exclusively to the specific tasks and responsibilities enumerated in this TOR and shall not extend to representation in litigation or adversarial proceedings in court, quasi-judicial, or administrative bodies unless expressly approved in writing by the Office of the Government Corporate Counsel (OGCC) and in accordance with all applicable laws and regulations. The lawyer shall not act on any matter outside the scope of the contract, nor perform any work that would create or appear to create a conflict of interest with the agency's interests. Further, the private lawyer shall not use any information, document, or resource acquired during the engagement for purposes unrelated to the PIDS' service, and must refrain from utilizing the position to secure unwarranted benefits or preferential treatment. The engagement shall automatically terminate upon the completion of the specified services or upon violation of any of the terms and conditions herein, without prejudice to other remedies available to PIDS under the law and the contract.

XII. DISPUTE RESOLUTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

XIII. TERMINATION

This engagement shall be effective for the specific period stated herein and shall be valid only during such duration, subject to renewal upon a written agreement between the parties and based on the satisfactory performance of the lawyer as determined by PIDS. Either party may terminate this engagement at any time, with or without cause, by providing thirty (30) days' written notice to the other party. PIDS may immediately terminate the engagement for just cause, including violation of any terms and conditions of this agreement, conflict of interest, or unsatisfactory performance as determined through assessment or review. All fees due for services rendered up to the date of termination shall be paid in accordance with the agreed terms, and any documents, files, or property belonging to the agency must be returned by the lawyer upon termination. Renewal of this engagement may be considered only upon the lawyer's satisfactory performance during the preceding term, subject to compliance with all applicable laws and regulations.

Likewise, OGCC reserves the right to terminate or assume control of the engagement if circumstances so warrant.

Prepared by:


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