

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR MEDIA AND PUBLIC RELATIONS IN THE
EXTERNAL COMMUNICATION OF THE OFFICE OF THE SECRETARY
IN THE DEPARTMENT OF FINANCE (DOF)**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of _____ 2021 in the City of Manila, Philippines, by and between: **JAN 25 2021**

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** and **Undersecretary MARK DENNIS Y.C. JOVEN**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Ms. MERLINDA M. MONTEVIRGEN, of legal age, Filipino and a resident of 8915 P. Victor, Guadalupe Nuevo, Makati City, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH That:

WHEREAS, the Office of the Secretary (OSEC) deemed it necessary to re-engage the services of Technical Consultant for Media and Public Relations – in the External Communication who shall provide technical assistance in matters pertaining to technical expertise;

WHEREAS, as provided under Section 53.7 of the Revised Implementing Rules and Regulations (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 re-engagement of the services of Ms. Merlinda M. Montevirgen is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 104-2020, it was resolved to recommend the re-engagement of the consulting services of Ms. Merlinda M. Montevirgen through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall re-engage the services of the CONSULTANT for the provision of the Services for the period January 6, 2021 – June 30, 2021;

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. 011011012021-01-000009 dated January 5, 2021 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. To draft and implement media relations plan in close collaboration with other communication consultants and relevant Department of Finance (DOF) staff;
- b. To assist in organizing media coverage including attendance to event project sites, facilitating photo coverage and TV footage, utilizing both web-based and traditional media, as may be deemed necessary;
- c. To develop partnerships with various stakeholders and to solicit their involvement in the implementation of the DOF program, as needed. Heading public and media relations for the Office of the Secretary and the DOF;
- d. To propose and execute strategic communications plans for the DOF;
- e. To draft the press releases, press kits, media announcements and statements of the Department; and
- f. Perform such other functions as may be assigned by the Office of the Secretary.

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 SIXTY EIGHT THOUSAND NINE HUNDRED SIXTY FIVE PESOS AND 51/100 (P68,965.51), 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 her 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 of January 6, 2021 – June 30, 2021.

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.

IN WITNESS WHEREOF, the parties have hereto set their hands this
_____ day of _____ 2021 at Manila, Philippines.

JAN 25 2021

CONSULTANT

By:



MERLINDA M. MONTEVIRGEN
Consultant

DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary
MARK DENNIS Y.C. JOVEN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

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

BEFORE ME this JAN 25 2021 day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 172-571-956 and his government issued ID _____ issued on _____ at _____, Undersecretary Mark Dennis Y.C. Joven with TIN 167-305-432 and his government issued ID _____ issued on _____ at _____ in their capacity as the authorized signatories of the DEPARTMENT OF FINANCE and Ms. Merlinda M. Montevirgen with TIN _____ and her government issued ID _____ issued on _____ at _____, both known to me to be the same persons who executed the foregoing contract, consisting of four (4) 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.

Doc No. 748
Page No. 69
Book No. 24
Series of 24

~~ATTY. JOSHUA P. LAPUZ~~
~~NOTARY PUBLIC~~
Makati City
Appointment No. 14-66 until 12/31/2021
PTR Lic. #531012, Jan. 4, 2011 Until Dec. 31, 2021 Makati City
Roll No. 45790, 1BP, Lifetime N. 04897
MCLF No VI-0016565 / Jan. 14, 2019
G/F Fedman Suites, 199 Salcedo Street,
Legaspi Village, Makati City



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

January 6, 2021

Ms. MERLINDA M. MONTEVIRGEN
Consultant
8915 P. Victor, Guadalupe Nuevo
Makati City

Subject: NOTICE TO PROCEED

Dear Ms. Montevirgen:

In view of the award of the Contract for the re-engagement of services as Technical Consultant for Media and Public Relations in the External Communication of the Office of the Secretary ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from January 6, 2021 – June 30, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


MERLINDA M. MONTEVIRGEN

Date: 00-01-2021