



Republic of the Philippines
DEPARTMENT OF FINANCE
Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 24, 2021

Ms. MERLINDA M. MONTEVIRGEN

Consultant

[REDACTED]
[REDACTED]
Manila City

Subject: NOTICE TO PROCEED

Dear Ms. Montevirgen:

This Notice to Proceed is hereby issued in connection with the implementation of the Re-engagement of a Technical Consultant for Media and Public Relations in the External Communication (Highly Technical Consultant) in the Department of Finance.

You are hereby directed to commence the delivery of your service according to the terms and conditions stipulated in the Contract effective July 1, 2021 to December 31, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME.


MERLINDA M. MONTEVIRGEN

Date: Jul. 1, 2021

**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**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of JUL 12 2021 2021 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 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 _____, hereinafter referred to as the "**CONSULTANT**".

The **DEPARTMENT**, and the **CONSULTANT** shall be collectively referred herein as the "**PARTIES**".

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 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 consultant 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 Department's Bids and Awards Committee (BAC) Resolution No. 050-2021, it was resolved to recommend the approval of the negotiated procurement of the media services of Ms. Merlinda M. Montevirgen 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 July 1, 2021 to December 31, 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. 011011012021-06-001464 dated June 23, 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. To 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) or an aggregate amount of FOUR HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED NINETY THREE PESOS AND 06/100 (P413,793.06) for six (6) months, 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 July 1, 2021 to December 31, 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 JUL 12 2021 2021 at Manila, Philippines.

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


JUL 12 2021

BEFORE ME this _____ 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.

NOTARY PUBLIC

Doc No. 382
Page No. 77
Book No. 74
Series of 21


ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC CITY OF MANILA / REG. NO. 45096
Commission No. 2020-111 Issued on Dec. 18, 2020 / Until Dec. 31, 2021 / Manila
PTR No. 9817300 Issued on Jan. 4, 2021 / Until Dec. 31, 2021 / Manila
IBP No. 134849 Issued on Dec. 14, 2020 / Until Dec. 31, 2021
MCLE No. VI-0022362 Valid from April 4, 2019 Until April 14, 2022
Office Add: Mezzanin San Luis Bldg., 1006 Crossa St., Ermita, Manila