



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

June 29, 2021

Mr. ALEXANDER R. MAGNO
Consultant

[REDACTED]

Subject: NOTICE TO PROCEED

Dear Mr. Magno:

This Notice to Proceed is hereby issued in connection with the implementation of the Re-engagement of a Senior Technical Consultant for Speech and Research 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.


ALEXANDER R. MAGNO

Date: JULY 1, 2021

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
SENIOR TECHNICAL CONSULTANT FOR SPEECH AND RESEARCH 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-

Mr. ALEXANDER R. MAGNO, 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 Senior Technical Consultant for Speech and Research 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 Mr. Alexander R. Magno is necessary where his technical expertise can be fully tapped;

WHEREAS, under the Department's Bids and Awards Committee (BAC) Resolution No. 051-2021, it was resolved to recommend the approval of the negotiated procurement of the media services of Mr. Alexander R. Magno 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. 011011012021-06-001539 dated June 28, 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 assist in developing and implementing activities for public awareness of key Department of Finance (DOF) issues and initiatives;
- b. To implement media relations plan in close collaboration with other communication consultants and relevant DOF staff;
- c. To research and draft speeches or provide inputs for statements to be delivered by the representative or another senior officer at a public or internal event;
- d. 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;
- e. To propose and execute strategic communications plans for the DOF;
- f. To conduct needed public relations operations, with deliverables including press and photo releases, media advisories and announcements; and
- g. 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 ONE HUNDRED THREE THOUSAND FOUR HUNDRED FORTY EIGHT PESOS AND 27/100 (P103,448.27) or an aggregate amount of SIX HUNDRED TWENTY THOUSAND SIX HUNDRED EIGHTY NINE PESOS AND 62/100 (P620,689.62) 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 his 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 _____ 2021 at Manila, Philippines.

JUL 12 2021

CONSULTANT

DEPARTMENT OF FINANCE

By:

[Signature]

ALEXANDER R. MAGNO
Consultant

By:

[Signature]
BAYANI H. AGABIN
Undersecretary

[Signature]

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 Mr. Alexander R. Magno with TIN _____ and his 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.

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[Signature]
NOTARY PUBLIC
ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC CITY OF MANILA (ROLL NO. 49196)
Commission No. 2020-111 Issued on Dec. 10, 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-0022302 Valid from April 4, 2019 Until April 14, 2022
Office Add: Mezanin San Luis Bldg., 1006 Orosa St., Ermita, Manila