



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 30, 2021

Dr. VERA LIZA F. ACOT
Consultant

~~2201 4000 [redacted]~~
~~[redacted]~~

Subject: NOTICE TO PROCEED

Dear Dr. Acot:


This Notice to Proceed is hereby issued in connection with the implementation of the Re-engagement of a Medical Consultant (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:


VERA LIZA F. ACOT

Date: JULY 1, 2021

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
MEDICAL CONSULTANT OF THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this ____ day of _____ 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-

Dr. VERA LIZA F. ACOT, 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, by engaging the services of a medical consultant, attention to basic health requirements and the physical and mental conditions of personnel can be given prompt attention. In addition, a medical consultant with adequate training, background and experience in Occupational Medicine can help ensure that employees are able to work in a safe and healthy workplace;

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 Dr. Vera Liza F. Acot is necessary where her medical expertise can fully be tapped;

WHEREAS, under the Department's Bids and Awards Committee (BAC) Resolution No. 056-2021, it was resolved to recommend the approval of the negotiated procurement of the medical services of Dr. Vera Liza F. Acot 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 medical assistance to the **DEPARTMENT**;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 011011012021-06-001567 dated June 29, 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:

- 1) Organize, administer and maintain an occupational health service program;
- 2) Conserve the health of employees through consultations, physical examinations (pre-employment, annual, periodic), advisories and health education;
- 3) Exercise supervision with quick medical response over all cases of contagious and communicable disease and directs prompt attention and disposition of all such cases;
- 4) Initiate a program for immunization of all employees and during periods of declared epidemics;
- 5) Attend to emergency cases in the DOF premises and report to the Medical and Dental Clinic every Monday, Wednesday and Thursday or as arranged;
- 6) Maintain and analyze records of all medical cases including the supervision of and submission of regular medical reports;
- 7) Render advise on all health-related matters;
- 8) Ensure provision of quality hands-on clinical care for DOF officials and employees through technical supervision of Clinic staff following established medical hierarchy;
- 9) Render advise and support to processes and programs of the DOF such as those on Board Procedure, Mental Health, Drug Abuse Monitoring and Elderly Support; and
- 10) Monitor the work environment for health hazards through periodic inspection of the workplace in coordination with the DOF Safety Officer.

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 SEVENTY FIVE THOUSAND THREE HUNDRED FIFTY NINE PESOS (₱75,359.00) or an aggregate amount of FOUR HUNDRED FIFTY TWO THOUSAND ONE HUNDRED FIFTY FOUR PESOS (₱452,154.00) 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 _____ 2021 at Manila, Philippines.

CONSULTANT

By:



DR. VERA LIZA F. ACOT
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 JUL 13 2021 day of 2021 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 Dr. Vera Liza F. Acot 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 five (5) 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.

ATTY. JOHN EDWARD T. ANG
NOTARY PUBLIC

Notary Public for City of Manila
Notarial Commission No. 2020-033 Until 12/31/2021 Manila
2/F Midland Plaza Hotel, Adriatico St., Ermita, Manila
IDP No. 134850 Issued on Dec. 14, 2020 Until Dec. 31, 2021 Pasig City
PTR No. 9821951 Issued on Jan. 4, 2021 Until Dec. 31, 2021 Manila
ROLL No. 68731 Issued on May 29, 2017
MCLE No. VI-0017186 Issued on Jan. 24, 2019 Valid until April 14, 2022

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