



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 15, 2021

MR. KENNETH MIRANDA
Consultant

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.....

Subject: NOTICE TO PROCEED

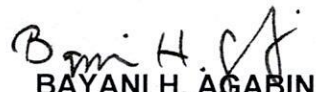
Dear Mr. Miranda:


This Notice to Proceed is hereby issued in connection with the implementation of the Engagement of a Consultant as a Multimedia Artist (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 June 16, 2021 to October 15, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


KENNETH MIRANDA

Date: JUNE 15, 2021

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF A
MULTIMEDIA ARTIST IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of JUL 05 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. KENNETH MIRANDA

_____, hereinafter referred to as the "**CONSULTANT**".

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

WITNESSETH That:

WHEREAS, the Department of Finance (DOF), will launch communication campaigns aimed at educating the public on the importance of financial responsibility and increasing the public's satisfaction and trust in the DOF and the Economic Development Cluster as key contributors to nation-building, especially in the country's fight against the COVID-19 pandemic. This will be done by communicating the efforts and initiatives in support of the Duterte administration's zero-to-ten-point socioeconomic agenda through various multimedia communication platforms. The campaigns include the flagship reforms, such as the Comprehensive Tax Reform Program (CTRP), Financial Institutions Strategic Transfer (FIST) Act, Government Financial Institutions Unified Initiatives to Distressed Enterprises for Economic Recovery (GUIDE) Act, the economic recovery program (ERP), and the Build, Build, Build (BBB) program, the Philippine government's contingent liabilities and reforming the pension system of our military and uniformed personnel (MUP), the Climate Change Commission (CCC) project on the movement to ban single-use plastics nationwide and the amplification of BARMM's significant milestones towards enduring peace and prosperity in the region;

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 engagement of the services of Mr. Kenneth Miranda is necessary where her multimedia expertise can fully be tapped;

WHEREAS, under the Department's Bids and Awards Committee (BAC) Resolution No. 045-2021, it was resolved to recommend the approval of the negotiated procurement of the multimedia services of Mr. Kenneth Miranda because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall engage the services of the CONSULTANT for the provision of the Services for the period June 16, 2021 to October 15, 2021;

WHEREAS, the CONSULTANT is willing to provide the services to the DEPARTMENT;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 041041612021-06-000004 dated June 14, 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. Provide ideas and themes for the infographics and video materials for the various multimedia communication campaigns;
- b. Produce infographics and video materials for the various multimedia communication campaigns; and
- c. Cover online engagement events from time to time.

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 THIRTY ONE THOUSAND TWO HUNDRED PESOS (₱31,200.00) or an aggregate amount of ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED PESOS (₱124,800.00) for four (4) 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 June 16, 2021 to October 15, 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 05 2021 2021 at Manila, Philippines.

CONSULTANT

By:

[Signature]
KENNETH MIRANDA
Consultant

DEPARTMENT OF FINANCE

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

BEFORE ME this JUL 05 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 Mr. Kenneth Miranda 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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Page No. 91
Book No. 26
Series of 2021

[Signature]
ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006
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.

NOTARY PUBLIC