



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

July 8, 2021

Ms. JOWELLA D. SOLUREN
Technical Consultant

Subject: NOTICE TO PROCEED

Dear Ms. Soluren:

This Notice to Proceed is hereby issued in connection with the implementation of the Re-engagement of a Technical 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 8, 2021 to October 8, 2021.


Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


JOWELLA D. SOLUREN

Date: July 8, 2021

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF A
TECHNICAL CONSULTANT FOR REVENUE OPERATIONS GROUP IN 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-

Ms. JOWELLA D. SOLUREN, of legal age, Filipino and a resident of _____, hereinafter referred to as the “**CONSULTANT**”.

WITNESSETH That:

WHEREAS, there is a need to engage a technical consultant who will provide technical knowledge on international best practices in taxing the digital economy and minimizing tax leakages, such as but not limited to providing updates on current research and measures recommended by the Organization for Economic Cooperation and Development (OECD) and assist the Revenue Operations Group in engaging various stakeholders related to its priority project of imposing taxes on digital services, as well as provide research for various initiatives of the Revenue Operations Group which are related to taxation, local government finance, customs and other matters as related to the functions of the office;

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 services of Ms. Jowella D. Soluren is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 060-2021, it was resolved to recommend the re-engagement of the consulting services of Ms. Jowella D. Soluren 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 of July 8, 2021 to October 8, 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. 011011012021-07-001642 dated July 8, 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 technical advise in relation to best practices recommended by the OECD in imposing taxes on the digital economy;
- b. Provide technical review of fiscal policies and other matters as may be related to the ongoing legislative and administrative proposal to impose taxes on digital transactions as well as other issues in taxation, local finance and customs;
- c. Provide updates on developments in legal technology to assist the Department gain in-depth knowledge of various application ecosystems in the market;
- d. Provide knowledge on legal technology protocols for efficient project management of the Department's priority projects;
- e. Assist in and act as liaison in matters related to the proposed legislation, fiscal policies and other matters identified as priority by the Department;
- f. Review documents received by the Office related to its operations and provide recommendations on appropriate actions to be taken;
- g. Draft necessary memorandums connected to the various initiatives of the office and other matters as may be assigned;
- h. Attend internal and external meetings as may be necessary;
- i. Submit, as a requirement for the payment of services rendered, accomplishment report/s and other necessary reports as may be required; and
- j. Perform other duties as may be required by the Department relative to the above.

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 EIGHTY SIX THOUSAND SEVEN HUNDRED FORTY TWO PESOS (₱86,742.00) or an aggregate amount of TWO HUNDRED SIXTY THOUSAND TWO HUNDRED TWENTY SIX PESOS (₱260,226.00) for three (3) 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 purpose 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 personnel 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 July 8, 2021 to October 8, 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: 
JOWELLA D. SOLUREN
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 AUG 02 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. Jowella D. Soluren with TIN _____ and her government issued ID Driver's License ID NO. 08-027763 issued on 11/20/2017 at Mandaluyog, 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.

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Series of 2021


ATTY. HENRY ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2021
NOTARIAL COMMISSION 2020-087 MLA
IBF NO. 143253 - 01/04/2021, PACIG
PTR NO. 9320143 - 01/05/2021 MLA
ROLL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165
URBAN DECA HOMES MANILA, B-2, UNIT 35