



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

July 16, 2021

Ms. ANNE DZANELLE F. JAVIER
Consultant

Subject: NOTICE TO PROCEED

Dear Ms. Javier:

This Notice to Proceed is hereby issued in connection with the implementation of the Engagement of a Technical Consultant as Digital Platforms Consultant for the Philippine Extractive Industries Transparency Initiative (PH-EITI) (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 16, 2021 to December 15, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


ANNE DZANELLE F. JAVIER

Date: July 16, 2021

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
A TECHNICAL CONSULTANT AS DIGITAL PLATFORMS CONSULTANT FOR
THE PHILIPPINE EXTRACTIVE INDUSTRIES TRANSPARENCY
INITIATIVE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this day of ^{AUG 06} 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. ANNE DZANELLE F. JAVIER, 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**."

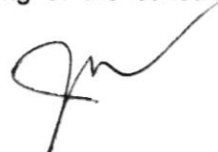
WITNESSETH That:

WHEREAS, the Extractive Industries Transparency Initiative (EITI) is a global standard that seeks to improve transparency around countries' oil, gas and mineral resources. It requires mining, oil and gas companies to publish what they pay to the government, and the government to publish what they collect from these extractive industries. In recognition of EITI's potential benefits, the Philippine government committed to implement it, as formalized in Executive Order (EO) No. 79, s. 2012 and operationalized under Executive Order No. (EO) 147, s. 2013 which created the Philippine Extractive Industries Transparency Initiative (PH-EITI);

WHEREAS, the EITI process has three (3) pillars or components: a) The creation of a Multi-stakeholder Group (MSG); b) Regular publication of a comprehensive report on the extractives sector; and c) Communication of the key findings of the reports to stakeholders to inform public debate and discussion;

WHEREAS, the engagement of a Digital Platforms Consultant is aimed at providing crucial technical and logistical support to PH-EITI in the conduct of all its major stakeholder engagement activities that will now be done online in light of the "new-normal" as the country continues to deal with the COVID19 pandemic. The re-engagement of the consultant will enable PH-EITI to pursue its long-term goals, complete the EITI process, and comply with the EITI Standard despite the emergency situation;

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 Ms. Ms. Anne Dzanelle F. Javier is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 062-2021, it was resolved to recommend the engagement of the consulting services of Ms. Anne Dzanelle F. Javier through negotiated procurement 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 of July 16, 2021 to December 15, 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. 011011012021-07-001722 dated July 16, 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. Identify and acquire subscription to the most appropriate virtual event software which, at the minimum, has the following features/functions:
 - a. Host virtual sessions with a set number of participants;
 - b. Stream pre-recorded or live events/sessions;
 - c. Create virtual lobbies;
 - d. Enable public and private chats;
 - e. Enable online breakout sessions;
 - f. Measure engagement metrics; and
 - g. Personalize virtual space with branded banner or logo.
2. Identify and acquire subscription to a customizable online forms builder that will enable PH-EITI to create elaborate surveys and collect comprehensive and multiple data from an unlimited number participants of stakeholder engagement activities;
3. Engage and remunerate the services of additional technical personnel that will assist in producing visual materials, and in handling the technology side of online events, specifically during breakout sessions;
4. Propose and implement a work plan for each of the online events;
5. Propose and implement promotional activities for the online events;
6. Provide internet access, recording, and other technical assistance to speakers and members of the MSG, as necessary;
7. Assist the PH-EITI in hosting online MSG and Technical Working Group (TWG) meetings, and stakeholder consultations;
8. Acquire permission or licensing for any copyrighted music which may be used during the event, as necessary;



9. Set-up and facilitate pre- and post-evaluation activities;
10. Build the capacity of PH-EITI secretariat members in holding online events for future engagements;
11. Provide other technical and logistical services as necessary; and
12. Turnover to PH-EITI all event materials, software, and login credentials to applications used all throughout the engagement.

2. CONSULTANCY FEE

For and in consideration of the Services rendered by the CONSULTANT the DEPARTMENT hereby agrees to pay the former a total amount of THREE HUNDRED SIXTEEN THOUSAND TWO HUNDRED EIGHTEEN PESOS (₱316,218.00) to be paid upon accomplishment of each of the deliverables with the corresponding percentage of completion as indicated below subject to withholding tax and any and all taxes payable to the government.

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount(In ₱)
Following the submission of work plan/inception report	To establish work plan and set expectations of deliverables	Workplan / Inception Report indicating the approach, methodology, and timeline in executing the tasks	20%	63,243.60
Following the completion of the online National Conference 2021	To execute / carry out a seamless online National Conference 2021	Report on the online National Conference 2021 <i>(process documentation)</i>	20%	63,243.60
Following the completion of all clusters of online edition of Local Government Unit (LGU) Roadshow	To execute / carry out a seamless series of online LGU forums	Report on the online series of LGU Roadshow <i>(process documentation)</i>	20%	63,243.60
Following the completion of the online Extractives Transparency Week 2021	To execute / carry out a seamless online Extractives Transparency Week 2021	Report on the online Extractives Transparency Week 2021 <i>(process documentation)</i>	20%	63,243.60
Following the submission turnover of relevant		Terminal Report (with list of participants, evaluation reports, polls, and other	20%	63,243.60

materials, documents, and accomplishment reports		relevant documents/materials)		
TOTAL			100%	₱316,218.00

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 July 16, 2021 to December 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**

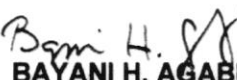
If any one or more of the provisions contained in this CONTRACT or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2021 at Manila, Philippines.
AUG 06 2021 CITY OF MAKATI

CONSULTANT

By: 
ANNE DZANELLE F. JAVIER
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
CITY OF MAKATI

AUG 0 0 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. Jovenwith 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. Anne Dzanelle F. Javier 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 six (6) 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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Book No. 119
Series of 3M

NOTARY PUBLIC
ATTY. JOSHUA P. LAFU
Notary Public for and in Makati City
Appointment No. M-66 until 12/31/2021
PTR No. 8531012, Jan. 4, 2021 Until Dec. 31, 2021 Makati City
Roll No. 45790, 1st Lifetime N. 04897
MCLE No VI-0016365 / Jan. 14, 2019
G/F Fedman Suites 199 Salcedo Street,
Legaspi Village, Makati City