

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
SENIOR INFRASTRUCTURE AND MONITORING AND EVALUATION SPECIALIST
FOR THE INTERNATIONAL FINANCE GROUP IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of APR 30 2025 2025 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**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Mr. CLARO S. MIRANDA, 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, in support of the National Government's Thrust towards infrastructure development and in view of the selection of the Philippines by the US Millennium Challenge Corporation (MCC) as one of the countries eligible for the Threshold Program, including a possible Compact Program, there is a need for a Senior Infrastructure and Monitoring and Evaluation (M&E) Specialist, with adequate experience in economics, M&E, management and project preparation;

Whereas, the Senior Infrastructure and M&E Specialist shall undertake activities to analyze and facilitate resolution of complex problems related to the preparation and implementation of infrastructure projects financed or proposed to be financed through Official Development Assistance (ODA), and process the requirements of the Threshold/Compact development, in coordination with the Department of Finance (DOF), relevant government agencies, and different bilateral/multilateral institutions/entities or authorized agencies;

WHEREAS, the DEPARTMENT needs to engage the services of Technical Consultant;

WHEREAS, as provided under Section 35.7 of the Implementing Rules and Regulations of the Republic Act (RA) No. 12009, 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 considerations for the consultant, Provided, however, That the term of the individual consultants shall, at the most, be on a yearly basis, renewable at the option of the 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. Claro S. Miranda is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 008-2025 dated March 21, 2025, it was resolved to recommend the engagement of the consulting services of Mr. Claro S. Miranda 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 May 1, 2025 to July 31, 2025;

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. 011011012025-04-000763 dated April 15, 2025 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 in-depth analysis and actionable insights and strategies on issues concerning preparation and implementation of ODA-funded infrastructure projects, those facing delays in project implementation and increases in project costs (e.g. procurement problems, right-of-way acquisition issues, budget constraints, among others);
- b. Under the guidance and coordinating closely with the DOF Undersecretary of the International Finance Group undertake consultations with relevant government agencies and various bilateral/multilateral institutions which aims: to (i) identify key issues of ODA-funded infrastructure projects; (ii) formulate actionable insights and strategies to resolve the identified issues, and (iii) propose policy interventions to prevent the identified project issues from recurring;
- c. Provide inputs for the regular monitoring and evaluation and status of ODA-funded infrastructure projects;
- d. Provide inputs for the DOF-IFG's database for on-going and pipeline projects/programs that are initially funded and being considered for funding by bilateral and or multilateral institutions;
- e. Provide inputs and assist in drafting MCC Concept Note, position papers, policy notes on issues of ODA-funded projects as needed and supervised by the DOF Undersecretary of the IFG; and
- f. Perform other functions or tasks that may be assigned from time to time by the DOF Undersecretary of the IFG.

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 NINETEEN THOUSAND FIVE HUNDRED SIXTY FIVE PESOS AND 22/100 (P119,565.22) for three (3) months or an aggregate amount of THREE HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED NINETY FIVE PESOS AND 66/100 (P358,695.66), 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 May 1, 2025 to July 31, 2025.

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.

12. **DATA PRIVACY COMPLIANCE**

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the DEPARTMENT and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this CONTRACT.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

13. **CONSENT TO THE PROCESSING OF PERSONAL INFORMATION**

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of his personal information collected under this CONTRACT, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of APR 30 2025 2025 at Manila, Philippines.

CONSULTANT

By:

Claro S. Miranda

CLARO S. MIRANDA
Consultant

DEPARTMENT OF FINANCE

By:

Bayan H. Agabin
BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila)s.s

BEFORE ME this _____ day of APR 30 2025 at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN _____ and his government issued ID _____ issued on _____ at _____ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. Claro S. Miranda with TIN 710-226-930 and his government issued ID 04-83-013353 issued on 09-19-2024 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.

Doc No. 133
Page No. 27
Book No. VI
Series of 2025

ATTY. MARIELLE L. LAGUERTA
Notary Public for City of Manila - Until Dec. 31, 2025
Notarial Commission No. 2024-179
NOTARY PUBLIC
Tower 3, JN, No. 181 N. Lopez St., Ermita, Manila
I.S.P. NO. 488207- Dec. 27, 2024, for the year 2025
P.T.R. No. 2041441- Jan. 2, 2025 at Manila
MCLE NO. VIII-DD10660 - Valid until April 14 2028
ROLL NO. 88314



Republic of the Philippines
DEPARTMENT OF FINANCE
Roxas Blvd. corner P. Ocampo St., 1004 Manila



April 21, 2025

Mr. CLARO S. MIRANDA
Consultant

Subject: NOTICE TO PROCEED

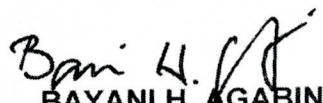
Dear Mr. Miranda:

In view of the award of the Contract for the engagement of Services as Senior Infrastructure and Monitoring and Evaluation Specialist ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from May 1, 2025 to July 31, 2025.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


CLARO S. MIRANDA

Date: 29 April 2025