



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



August 30, 2024

Mr. RONALD U. MENDOZA
Consultant

Subject: NOTICE TO PROCEED

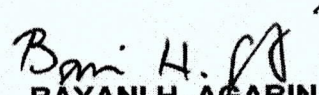
Dear Mr. Mendoza:

In view of the award of the Contract for the engagement of Services of Technical Consultant as National Adviser / Coordinator for the Philippine Threshold / Compact Program with the US Millennium Challenge Corporation (MCC) ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from September 1, 2024 to December 31, 2024.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


RONALD U. MENDOZA

Date: 9/1/2024

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT AS NATIONAL ADVISER / COORDINATOR FOR THE
PHILIPPINE THRESHOLD / COMPACT PROGRAM WITH THE US MILLENNIUM
CHALLENGE CORPORATION (MCC) FOR INTERNATIONAL FINANCE GROUP IN
THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of _____ 2024 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. RONALD U. MENDOZA, 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, on December 13, 2023, the MCC Board of Directors selected the Philippines among the countries eligible for a Threshold Program. Said Program, as well as a possible Compact Program, requires the onboarding of a country team to be led by a designated capable, National Coordinator to manage the Threshold/Compact development process in compliance with policies and requirements of MCC in coordination with the Department of Finance (DOF) and other national government agencies, and lead a dedicated Philippine Program Development Team (PH PDT) (Country Core Team), in coordination with this Department and other relevant national government agencies;

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

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 consultants 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. Ronald U. Mendoza is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 034-2024 dated August 20, 2024, it was resolved to recommend the

engagement of the consulting services of Mr. Ronald U. Mendoza 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 September 1, 2024 to December 31, 2024;

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. _____ dated August 30, 2024 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. Serve as the primary point of contact for the exchange of critical operational information between the Government and MCC, including developing a clear understanding of MCC's program development process, requirements, and investment criteria, as well as planning and implementing periodic visits by MCC personnel and senior officials;
- b. Help recruit specialized and well-qualified staff / members of the PH PDT and provide high-level executive leadership, management and coordination over its day-to-day work;
- c. On behalf of the Government, guide and manage the initial technical analysis and assessment of the country's main constraints to growth and economic development challenges; lead the identification of project concepts that will address those challenges, promote poverty alleviation and unlock the country's economic growth potential; and manage the development and design of projects that will meet MCC's investment criteria and other requirements;
- d. Build, maintain and leverage effective relationships with senior officials throughout the Government to ensure the dissemination of information, secure their commitment in providing the necessary information and resources, and motivate the timely completion of critical tasks;
- e. Report directly to senior government-designated point of contact on a regular basis to provide timely updates on the status of the threshold / compact development process, identify and resolve issues, and obtain high-level support, direction, and approval for key decisions;
- f. Engage important civil society, business, development partner community, and political stakeholders, represent the Government in meetings with non-governmental organizations and international development partners, and otherwise serve as a highly visible public representative of the Government throughout the threshold / compact program development process;

- g. Recommend and lead the team that will conduct and produce the Constraints to Economic Growth (CEG) Analysis and other related analyses required by MCC under the overall guidance of the DOF;
- h. Recommend and lead the team that will identify, develop and finalize project concepts for submission under the Threshold / Compact Program in coordination with MCC, subject to the DOF's endorsement;
- i. Lead the presentation and consultations on the CEG Analysis and project concept proposals via public consultations involving representatives from NG agencies, the private sector, non-government organizations, the legislative, academe, development partners / international community, MCC, and / or other stakeholders;
- j. Serve as one of the co-authors of the CEG (otherwise known as "country diagnostic study") and serve as one of the possible presenters in consultations on the CEG Analysis and project concept proposals via public consultations involving representatives from NG agencies, the private sector, non-government organizations, the legislative, academe, development partners / international community, MCC, and / or other stakeholders'; and
- k. Coordinate with a full-time Secretariat Team identified by the DOF whose responsibilities include:
 - k.1. Organizing, scheduling and arranging meetings, workshops, fora, and / or public consultations with NG agencies, the private sector, non-government organizations, the legislative, academe, development partners / international community, MCC, and / or other stakeholders;
 - k.2. Providing administrative support to the PH PDT; and
 - k.3. Providing administrative and logistical support in facilitating domestic and foreign travels of the PH PDT members;
 - k.4. Performing other administrative and technical tasks that may be assigned from time to time; and
 - k.5. Facilitating approvals for key documents and inputs for the threshold development process.

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 SEVEN HUNDRED THOUSAND PESOS (₱700,000.00) for four (4) months 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.

Deliverables	Target Submission	Payment (% of Contract Amount)	Contract Amount (In PHP)
Submission of an Inception Report with proposed timeline of key activities	Within days from receipt of Notice to Proceed	20%	140,000.00
Submission of Highlights and Report on the Alignment Meeting and Consultations on the Various Analyses required by MCC	Within fifteen (15) days from acceptance of the Report/ Document	10%	70,000.00

Submission of Summary Note on the Constraints Analysis (CA)	Within fifteen (15) days upon acceptance of the Report/ Document	5%	35,000.00
Submission of a Summary Note on Root Cause Analysis (RCA) drawing on the discussions on the MCC Workshops and Consultations	Within fifteen (15) days upon acceptance of the Report/ Document	5%	35,000.00
Submission of draft Concept Notes and Project Proposal for Threshold/ Compact Program	Within thirty (30) days upon acceptance of the Report/ Document	30%	210,000.00
Submission of final/revised Concept Notes and Project Proposal for the Threshold/ Compact Program	Within thirty (30) days upon acceptance of the Draft Concept Notes	30%	210,000.00
Total		100%	700,000.00

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 his/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 September 1, 2024 to December 31, 2024.

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/her 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.

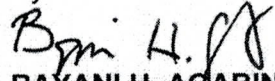
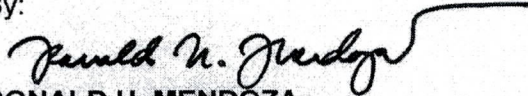
IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2024 at Manila, Philippines.

CONSULTANT

DEPARTMENT OF FINANCE

By:

By:



RONALD U. MENDOZA
Consultant

BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

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

BEFORE ME this _____ day of _____ 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. Ronald U. Mendoza with TIN _____ and his government issued ID _____ issued on SEP 13 2024 at City of Manila, 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.

NOTARY PUBLIC

ATTY. MANUEL ABUYO RODRIGUEZ
Notary Public for City of Manila, until Dec 31, 2024
Notarial Commission No. 2002-165
2nd Floor Midland Plaza Hotel, Arayat St., Ermita, Manila
I.B.P. No. 320207- Dec. 16, 2013 for year 2024
PTR No. 153536-4, Vol. 3, 2014 at Manila
Roll No. 68732/MCIE

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