

Copy for HRDD

CONTRACT FOR CONSULTANT'S SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

and

Clemente Titus Pasia Jr.

CONSULTANCY CONTRACT
(Information Technology Consultant)

This CONTRACT ("Contract") is entered into this, July ____, 2011, by and between the Department of Budget and Management ("the Client") having its principal place of business at Boncodin Hall, DBM Building II, General Solano Street, San Miguel, Manila, and MR. CLEMENTE TITUS PASIA JR. ("the Consultant") residing at No. 138 Unit B, Pinatubo St., Barangka Ilaya, Mandaluyong City.

WHEREAS, the Client wishes to have the Consultant perform the Services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these Services;

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. **Services** The Consultant shall perform the Services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
2. **Term** The Consultant shall perform the Services during the period commencing August 01, 2011 and continuing through January 31, 2012, or any other period as may be subsequently agreed upon by the parties in writing.
3. **Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **Sixty Thousand Pesos (P60,000) per month, gross of taxes**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits.

B. Schedule of Payments

The monthly fee shall be paid only upon submission of the required outputs and deliverables duly accepted by the Chief Information Officer as satisfactory and in compliance with the terms of the contract. Any change in the delivery dates shall be mutually agreed upon between the Client and the Consultant.

C. Payment Conditions

Payment shall be made in Philippine Pesos, no later than thirty (30) days following the submission of the Certification as required by Item 3 (B) of this Contract.
4. **Project Administration** The Consultant shall directly report to Undersecretary Richard E. Moya for his assignments under this Contract. He shall be responsible for the review, acceptance and approval of the detailed technical contents of the Consultant's reports and recommend payment for Services rendered by the Consultant.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two (2) years after its expiration, disclose any propriety or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, exclusively for record purposes.
8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant shall be responsible for taking out any appropriate insurance coverage.
10. **Performance Security** The Consultant has posted the required performance security hereto attached as Annex B.
11. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of the Philippines and the language of the Contract shall be English.
13. **Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT


HON. FLORENCIO B. ABAD

Secretary

Department of Budget and Management

DBM Building II, Gen. Solano Street

San Miguel, Manila

Tel. No. : 735-4929

Facsimile: 735-4936

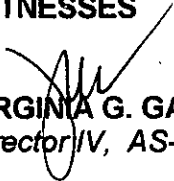
FOR THE CONSULTANT


CLEMENTE TITUS PASIA JR.

Address: No. 138 Unit B, Pinatubo St.,
Barangka Ilaya,
Mandaluyong City

Tel. No. 0917-8981824

WITNESSES


VIRGINIA G. GARRIEL
Director IV, AS-DBM


RICHARD E. MOYA
Undersecretary, DBM

Funds Available:


ESPERANZA Q. IGNACIO
Chief Accountant

DBM# 2011-7-964
7/29/2011

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, this 2nd day of August, 2011, personally appeared

Name	CTC No./ID No.	Date/Place Issued
Hon. Florencio B. Abad	09309238 ID No. 3706	Jan. 26, 2011 valid until 2012 Basco, Batanes
Clemente Titus Pasia Jr.	<u>217-59145</u> <u>ID # 164</u>	<u>Feb. 11, 2011 - Mandaluyong</u>

known to me and to me known to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page of acknowledgement, and acknowledged to me that same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

Doc. No. 088 ;
Page No. 12 ;
Book No. 1 ;
Series of 2011


MARIA LIBERTY D. MORALES

NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 20 12
ROLL NO. 56360, IBP NO. 809358
PTR NO. 9301041 Manila Jan. 14, 2011
LEGAL SERVICE, DBM
MABINI HALL, MALACANANG
MANILA

ANNEX A

TERMS OF REFERENCE AND SCOPE OF SERVICES

Terms of Reference and Scope of Services

Information Technology Consultant

BACKGROUND

On January 2010, a Memorandum of Agreement among the Commission on Audit (COA), Department of Budget and Management (DBM), and the Department of Finance (DOF) led to the establishment of an interagency steering committee called the Government Integrated Financial Management Information System (GIFMIS) Committee to oversee, coordinate, and develop the integration and harmonization of the government's financial management information systems.

The GIFMIS is a customized and integrated application or automation of financial operations of the national government particularly financial planning and budgeting, treasury, and accounting functions. This eventually will generate reliable and accurate reports in a timely manner for the use of government decision makers and the scrutiny of the public.

The creation of the GIFMIS Application in all its functions and components require different expertise and manpower requirements for its successful completion from start to finish.

A key expertise initially needed however, involves the proper planning, research, scoping, goal setting, and recording of such so that all activities are coherent with the project at hand. Along with this, there is a need for project management skills to ensure that the planned outcomes are properly achieved.

Pursuant to this, the office of the Chief Information Officer (CIO) of the Department of Budget and Management (DBM) will now implement the initial steps for the GIFMIS Project.

In light of the current limited manpower under the Office of the CIO, the office has decided to avail of the services of a competent Information Technology Consultant to advise on the software and database architecture and quality control of all GIFMIS related codes until completion and/or contract date completion.

OBJECTIVES

The primary objectives of the Information Technology Consultant are as follows:

1. To advise members of the GIFMIS steering committee on software integration and architecture and to audit any source code accomplished related to GIFMIS.
2. To create documented plans, specifications, requirements, components, agreements, and other necessary documents for the GIFMIS project components as assigned by the CIO of DBM.

3. To manage assigned GIFMIS projects or related components.
4. To assist, facilitate, and coordinate with various stakeholders and providers in ensuring assigned projects related to the GIFMIS project are properly implemented and are on schedule.
5. To report to the CIO of DBM and/or to concerned parties the status of assigned GIFMIS projects or related components for evaluation and monitoring.
6. To perform additional miscellaneous related tasks set by the CIO of DBM as agreed upon by both the CIO of DBM and Information Technology Consultant.

SCOPE AND LIMITATIONS OF WORK

1. PROJECT PLANNING & RESEARCH

As prioritized and assigned by the CIO of DBM, the Information Technology Consultant will conduct thorough research on different approach methods, technologies, process and procedures, and phases related to the GIFMIS projects and its different components including the ICTSS project. He/she will perform this research in coordination with all relevant stakeholders, clients, and service providers.

2. PROJECT MANAGEMENT AND IMPLEMENTATION

The Information Technology Consultant will assist the CIO of DBM in implementing and managing assigned GIFMIS projects or components. Assistance will include but is not confined to advising members of the GIFMIS steering committee on software integration and architecture, auditing any source code accomplished related to GIFMIS, project management functions, manpower and/or provider selection, scheduling manpower and/or talent resources, specific time/goal settings, representation, organization, and general program administration.

3. MONITORING AND EVALUATION

The Information Technology Consultant will on a timely and agreed upon interval, report to the office of the CIO of DBM the accurate status and condition of assigned GIFMIS projects and/or components.

4. MISCELLANEOUS ADDITIONAL WORK

Miscellaneous related additional duties and responsibilities may be assigned by the CIO of DBM to the Information Technology Consultant based on mutual agreement.

WORKING ENGAGEMENTS

The Information Technology Consultant will work closely with all concerned departments, agencies, DBM Service Providers, and clients to ensure the proper planning, management and implementation, and monitoring of all assigned GIFMIS projects in addition to the revision and/or updating of the ICTSS.

CONSULTING METHODOLOGY

Upon signing of the approved Contract / Notice to proceed, the Information Technology Consultant will begin to:

1. Gather relevant information, ideas, insights, and comments on related GIFMIS programs through:
 - General research methodologies
 - Consultative sessions with all directly concerned groups, departments, providers, and individuals
 - Other groups with similar but not necessarily similar projects\undertakings
2. Gather existing information relevant to the development of the ISSP 2011 – 2013.
3. Discuss and gain **project start approval(s)** from the CIO of DBM to begin work on prioritized GIFMIS projects or the ISSP 2011- 2013.

Project Start Approvals are written agreements authorizing the Information Technology Consultant to begin work on specifically assigned projects that DBM thru the office of the CIO has deemed needing immediate prioritization. The Project Start Approvals will contain specific information on the nature and scope of the project.

4. Present to the CIO of DBM work deliverables based on the specifications indicated on the **project start approval**. Upon delivery, the Information Technology Consultant will receive either a **Project Work Retention, Continuance** or a **Project Approval** from the CIO of DBM.

A written **Project Work Retention** indicates unsatisfactory work and requires additional edition and/or revision.

For purposes in delivery terms, the quality of work performed by the Information Technology Consultant is deemed either unsatisfactory or incomplete and the work is considered undelivered.

A written **Project Work Continuance** indicates satisfactory or above performance but incomplete work due to the size and/or complexity of the project assigned and/or due to other factors not bearing on the work or performance of Information Technology Consultant.

For purposes in delivery terms, the quality of work performed by the Information Technology Consultant is deemed satisfactory or above and work assigned has been delivered. However, due to the scope, size, complexity, and/or other factors not bearing on the quality or performance of the work done by Information Technology Consultant the project remains incomplete and may need further project work continuance or the initiation of a new Project Contract.

A written **Project Approval** indicates a successfully completed project(s) which indicates satisfactory work performance and work success delivery.

For purposes in delivery terms, the project approval indicates the term of contract has been successfully completed and delivered.

REPORTING AND EVALUATION

DBM through its assigned representatives (e.g. the CIO of DBM) will evaluate the quality of work delivered by the Information Consultant on a fixed schedule to ensure the quality and relevance of work being conducted on behalf of the DBM and will issue written project retention, continuance, or approval depending on the quality of work presented.

SCHEDULING

The work schedule and time frames of the Information Technology Consultant shall be discussed and agreed upon by the DBM through the CIO and the Information Technology Consultant.

QUALIFICATION REQUIREMENTS

The Information Technology Consultant should possess the following:

- A bachelor's degree or diploma course in Management, ICT, or related field
- Excellent command of the English language in written, oral, and presentation skills
- Must have a strong ICT Background (Preferably Licensed in some ICT Certifications) with at least 10 years of experience in an ICT related field

CONTRACT DURATION AND BUDGET

The contract duration for the Information Technology Consultant shall be for six (6) months, starting upon receipt of the Notice to Proceed. The total budget allocated for the Consultant will be **Php 360,000** net of applicable taxes for the entire six (6) months.

11/10

CLEMENTE TITUS PASIA JR.

138 UNIT B PINATUBO ST., BARANGKA ILAYA, MANDALUYONG CITY 1552
HP # 0917-8981824 • E-MAIL VEXPASIA@GMAIL.COM

OBJECTIVE

Applying my skills in a full time position in Computer programming and/or Web design and development.

EDUCATION

June 1999-2001 Meralco Foundation Institute Ortigas Ave. Pasig City
Diploma course in Information Technology

PROFESSIONAL EXPERIENCE

August 2004
- September 2007 myAyala.com, Inc. Makati City
Web Master/Designer
myAyala.com, Inc. hosts and maintains 3 websites:
■ myAyala.com & myFlowerShop.com.ph
- Design, maintain and update webpages specially the sites' frontdoor and promo pages
- Design marketing materials such as web ads, banners, flyers, newsletters and print ads.
- Develop admin pages(ASP) to be used by the Operations team in order processing.
■ Sureseats.com(Online movie reservation and ticketing)
- Design, maintain and update webpages specially the site's promo pages
- Design marketing materials such as web ads, banners, standees, flyers, newsletters and print ads.
- Update movie posters and stills

October 2002
- June 2004 Globe Telecom Mandaluyong City
IT Specialist
■ Coordinates with suppliers to enhance strategic and analytical capabilities of the Customer Relationships Management Group and the Marketing group.
■ Generated/Automated reports in Business Objects/Sybase/MS Access, which was used for analysis and/or in designing new Marketing programs e.g. campaign tracking effectivity
■ Undertook business intelligence activities by providing timely and relevant analysis on customer behavior and usage.
■ Helped out in creating Functional Specifications for Projects/Campaigns.
■ Created an Intranet webserver for the Customers Relationships Management and Marketing campaigns such as:
o Search Engine for the promos of the Loyalty group
o Rightsizing tool for plan migration
o Monitoring/Forecasting system for Globe HandyPhone Prepaid

November 2001
- February 2002 Globe Telecom (OJT2) Mandaluyong City
Computer Programmer
■ Converted the Globe Telecom SMS Link application from Visual Basic 3 to Visual Basic 6 which was used to broadcast text messages to subscribers.
■ Enhanced the GT Stockholders Registration Application (Visual Basic 6.0)
■ Created three C Programs to manage username and password encryption, which would help secure the application.

November 2000 Meralco Foundation Institute Ortigas Ave. Pasig City
Technical Training Program Instructor
■ Taught professionals enrolled in Object Oriented Programming (Turbo C++) for Technical Training Program short course

March 2000
- April 2000 Unimate Intl. Inc. (OJT1) Mandaluyong City
Overall computer personnel
■ Designed the company's webpage

- Typesetter/Encoder

AWARDS RECEIVED

December 1-3 1999

3rd in the International Micromouse Competition in Singapore

An international competition held annually for different countries with the same interest in software programming and basic robotics. A team composed of three members was sent to Singapore by the Philippine Computer Society (PCS) to participate in the said event. Being part of the team, I helped enhance the robot's system software for it to run faster with more precision and intelligence.

INTERESTS AND SKILLS

Programming languages/Applications: Visual Basic 6, Microsoft Data Access (includes MS Access, ODBC's, SQL Server), SQL, Internet Information Server (IIS), ASP, PHP, MySQL, Apache, Webpage Design (HTML, JavaScript/VBScript, Image creation), Macromedia Dreamweaver/Flash/Fireworks, C/Turbo C++, Visual J++, Business Objects and Microsoft Office.

Platforms: Windows OS

HOBBIES

Music and Arts, Computer Games, Billiards, Table Tennis, Karting, Swimming, War Games, Wall climbing

REFERENCES

Leah R. Besa

Head/Director
CRM Wireless
Globe Telecom
Phone. No.: 730-2814

Tisha L. Calma

Consultant
CRM Wireless
Globe Telecom
Phone. No.: 730-3168



REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

BIDS AND AWARDS COMMITTEE

Resolution No. 2011-25

WHEREAS, the Department of Budget and Management (DBM) intends to hire consultants to do work that is highly technical and/or confidential for the Office of the Chief Information Officer;

WHEREAS, Undersecretary Richard E. Moya, as Chief Information Officer, has selected the following persons as consultants:

- a) Conrad Manalac – project planning and research, project documentation and articulation, project management and implementation, monitoring and evaluation;
- b) Clemente Pasia – conversion of conceptual frameworks to efficient and integrated source codes, design and integration of database requirements for the Government Integrated Financial Management Information System project; and
- c) Keefe dela Cruz – evaluation of agencies' IT infrastructure initiatives and programs


WHEREAS, under Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, negotiated procurement may be resorted to in the case of individual consultants engaged to do work that is highly technical or primarily confidential and policy determining, where trust and confidence are the primary considerations for the hiring of consultants;

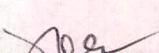
WHEREAS, the Bids and Awards Committee (BAC), after taking into consideration all relevant factors, finds that the awarding of consultancy contracts to the foregoing individuals may be done under Section 53.7 of the Revised IRR of R.A. No. 9184;

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC hereby recommends to the Secretary of Budget and Management to engage (i) Conrad Manalac; (ii) Clemente Pasia; (iii) Keefe dela Cruz as individual consultants for a term of six months, renewable at the option of the Secretary of Budget and Management, but in no case shall exceed his term, as provided under Section 53.7 of the IRR of R.A. No. 9184.

It is furthermore recommended that Undersecretary Richard E. Moya shall be responsible for ensuring that the most advantageous price for the Government is obtained subject to relevant rules, regulations and guidelines on consultancy fees;

APPROVED, this 29th day of June 2011, Malacañang, Manila.


TERESITA P. GAPAC
Member


VIRGINIA G. GARRIEL
Member


JANE V. ABELLA
B.U.D.G.E.T. Representative

NOT PRESENT
ROWENA CANDICE M. RUIZ
Vice Chairperson


RUBY U. ALVAREZ
Chairperson

☒ APPROVED
☐ DISAPPROVED


FLORENCIO B. ABAD
Secretary, DBM

Date: July 21, 2011