

**CONSULTANCY CONTRACT
(As Project Management 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, General Solano Street, San Miguel, Manila, and MR. CONRAD MIGUEL MANALAC ("the Consultant") residing at Asia Tower, Paseo de Roxas, Makati 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, net 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.

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- 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.

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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
 Conrad Miguel Manalac	012-98186	Jan. 19, 2011 - Manila

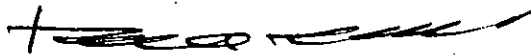
known to me and to me known to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page of acknowledgement, and acknowledged to me that same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals they 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. 089 ;
Page No. 19 ;
Book No. I ;
Series of 2011


MARIA LIBERTY D. MORALES
ROTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 2012
ROLL NO. 58360, IBP NO. 809358
PTR NO. 9301041 Manila Jan. 14, 2011
LEGAL SERVICE, DBM
MABINI HALL, MALACAÑANG
MANILA


FOR THE CLIENT



HON. FLORENCIO B. ABAD
Secretary
Department of Budget and Management
San Miguel, Manila

Tel. No. : 735-4929
Facsimile: 735-4936

FOR THE CONSULTANT



CONRAD MIGUEL MANALAC

Address: Asia Tower
Paseo de Roxas
MAkati City

Tel. No. 0917-5258047

WITNESSES



VIRGINIA G. GARRIEL
Director IV, AS-DBM



RICHARD E. MOYA
Undersecretary, DBM

Funds Available:
Ignacio
ESPERANZA Q. IGNACIO
Chief Accountant

0604 2011-7-963
7/29/2011

Terms of Reference and Scope of Services

Project Management Consultant & Technical Writer

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 Project Management Consultant & Technical Writer to initially plan, oversee, manage, and properly document needed activities for the program/project from the start and manage agreed components and/or project details until completion and/or contract date completion.

OBJECTIVES

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

1. To plan with the Office of the CIO of DBM and other concerned stakeholders such as users, concerned agencies and departments, service providers, etc. the specific components, phases, and steps needed by the GIFMIS PROJECT for its completion.
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 create or update existing documents related or pertaining to the GIFMIS project which includes but is not confined to the ISSP 2011-2013 containing the 3-Year computerization framework describing how DBM intends to strategically use ICT in pursuit of its mission, vision, and mandate. It should:
 - a. Take into consideration DBM's existing IT systems and applications;
 - b. Be aligned and consistent with the prevailing ICT Roadmaps of the following:
 - i. Public Financial Management (PFM) Roadmap/Government Integrated Financial Management Information System (GIFMIS)
 - ii. Government Information Systems Plan (GISP) and the;
 - iii. Philippine Digital Strategy (PDS) 2010-2016.
4. To manage assigned GIFMIS projects or related components.
5. 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.
6. 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.
7. To perform additional miscellaneous related tasks set by the CIO of DBM as agreed upon by both the CIO of DBM and The Project Management Consultant & Technical Writer.

SCOPE AND LIMITATIONS OF WORK

1. PROJECT PLANNING & RESEARCH

As prioritized and assigned by the CIO of DBM, The Project Management Consultant & Technical Writer 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 DOCUMENTATION AND ARTICULATION

In addition to the updating of the Information Systems Strategic Plan for 2011-2013 (ISSP 2011 – 2013), the Project Management Consultant & Technical Writer will create and submit articulated and documented works pertaining to the GIFMIS project as assigned, prioritized, and upon completion of the specific documentation, approved by the CIO of DBM. The documents written will provide much needed literature to implement the GIFMIS project and/or its component for its completion. These documents include but are not confined to Terms of References (TOR)'s, Project Roadmaps, Project Specifications and Requirements, Project Time Lines and Specifics, Program Manual, etc.

3. PROJECT MANAGEMENT AND IMPLEMENTATION

The Project Management Consultant & Technical Writer will assist the CIO of DBM in implementing and managing assigned GIFMIS projects or components. Assistance will include but is not confined to project management functions, manpower and/or provider selection, scheduling manpower and/or talent resources, specific time\goal settings, representation, organization, and general program administration.

4. MONITORING AND EVALUATION

The Project Management Consultant & Technical Writer 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 which may include the Information Systems Strategic Plan for 2011-2013 (ISSP 2011 – 2013).

5. MISCELLANEOUS ADDITIONAL WORK

Miscellaneous related additional duties and responsibilities may be assigned by the CIO of DBM to the Project Management Consultant & Technical Writer based on mutual agreement.

WORKING ENGAGEMENTS

The Project Management Consultant & Technical Writer 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 Project Management Consultant / Technical writer 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 Project Management Consultant & Technical Writer 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 Project Management 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 Project Management Consultant & Technical writer 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 the Project Management Consultant & Technical Writer.

For purposes in delivery terms, the quality of work performed by the Project Management Consultant & Technical writer 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 the Project Management Consultant & Technical writer 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 it's assigned representatives (e.g. the CIO of DBM) will evaluate the quality of work delivered by the Project Management Consultant & Technical Writer 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 Project Management Consultant & Technical writer shall be discussed and agreed upon by the DBM through the CIO and the Project Management Consultant & Technical Writer.

QUALIFICATION REQUIREMENTS

The Project Management Consultant & Technical Consultant should possess the following:

- A bachelor's degree in Management, ICT, or related field (Graduate Degree a Plus)
- 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 experience in an ICT related field
- Must have experience in writing technical documents
- Must have strong research skills

FACILITIES

Necessary facilities include a desk, a chair, and the availability of an internet connection as well as common office equipment and supplies.

CONTRACT DURATION AND BUDGET

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

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January, 1992

(ORIGINAL)



Official Receipt
of the
Republic of the Philippines

Nº 1901957 M

Date July 29, 2011

Agency DBM

Fund

Payor Conrad Miguel Manalac

Nature of Collection	Account Code	Amount
Payment of surety performance bond as consultant		₱ 20,659.66
TOTAL		₱ 20,659.66

Amount in Words Twenty thousand six hundred eighty-nine ₱ 66/100 only

<input type="checkbox"/> Cash	Drawee Bank	Number	Date
<input checked="" type="checkbox"/> Check	BDO	003966	7-29-11
<input type="checkbox"/> Money Order			

Received the amount stated above.

Lourdes T. Sia
LOURDES T. SIA
Chief Cashier, Division AS

NOTE: Write the number and date of this receipt on the back of check or money order received.

ca

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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;

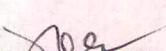
WHEREAS, the Bids and Awards Committee (BAC), after taking into consideration all relevant factors, finds that the awarding of consultancy contracts to the foregoing individuals may be done under Section 53.7 of the Revised IRR of R.A. No. 9184;

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