

CONTRACT

ENGAGEMENT OF A GIFMIS SYSTEMS ANALYST CONSULTANT

This Contract is entered into this 9th day of December, 2011, by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM), a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at DBM Building II, Gen. Solano St., San Miguel, Manila, represented herein by its Secretary, **FLORENCIO B. ABAD** ("the Client"), and

SHIRLEY K. CHAVEZ ("the Consultant") of legal age with principal office located at #21 Dolores Circle, Sacay Grand Villa, Los Baños, Laguna.

WHEREAS, the Department of Budget and Management (DBM) intends to hire a consultant to do work that is highly technical for the Office of the Undersecretary for Transparency and ICT Initiatives;

WHEREAS, the Undersecretary selected Ms. Shirley K. Chavez as consultant to (i) plan with different GIFMIS groups the process, phases, and steps needed by the development of GIFMIS, and (ii) assist in the development of a holistic architecture and process flow for the GIFMIS application;

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 or policy determining, where trust and confidence are the primary considerations for the hiring of consultants;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and 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 December 12, 2011 and continuing through June 12, 2012, or any other period as may be subsequently agreed by the parties in writing.

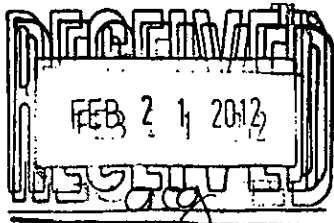
3. Payment **A. Ceiling**
For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed P300,000.00. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments monthly fee shall be paid only upon submission of the

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COA-DBM

Received By: *[Signature]*

Date: *Feb 29, 2012*



gnt 2/23/12
2/23

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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 her 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.
6. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary 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.
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 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 will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Philippines, and the language of the Contract shall be in English.
12. **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.

Richard E. Moya
[Signature]

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**DEPARTMENT OF BUDGET
AND MANAGEMENT**

By:

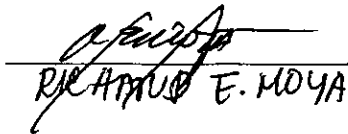

FLORENCIO B. ABAD
Secretary

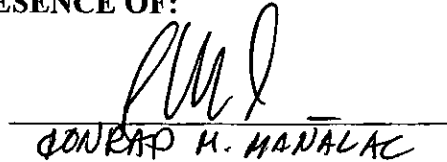
CONSULTANT

By:


SHIRLEY R. CHAVEZ

SIGNED IN THE PRESENCE OF:


RICHARD E. MOYA


CONRAD H. MANALAC


Funds Available:
Ignacio
ESPERANZA Q. IGNACIO
Chief Accountant

CONF 2011-12-1607A
12/9/2011

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following


Name	Community Tax Certificate/ Government ID No.	Date and Place Issued
FLORENCIO B. ABAD	CTC No. 09309238 DBM ID No. 3706	Jan. 1, 2011; Basco, Batanes Manila
 SHIRLEY K. CHAVEZ	CTC No. 21383073 Driver's License No: D12-11006034	Mar 9, 2011; Bay Laguna

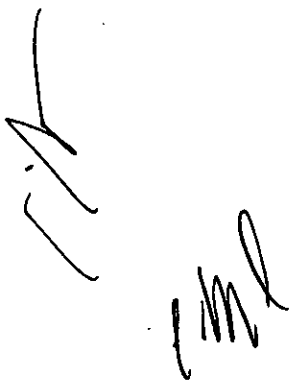
known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This Contract for the ENGAGEMENT OF A GIFMIS SYSTEMS ANALYST CONSULTANT was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 29th day of December, 2011.

Doc. No. ; 208
Page No. ; 43
Book No. ; J
Series of 2011.


MARIA LIBERTY D. MORALES
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 2012
ROLL NO. 58360, IBP NO. 809238
PTR NO. 9201041 Manila Jan. 19, 2011
LEGAL SERVICE, DBM
MABINI HALL, MALACAÑANG
MANILA



TERMS OF REFERENCE
(GIFMIS SYSTEMS ANALYST)

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.

An expertise needed to properly implement such a huge undertaking involves ICT experts specializing in problem and planning research, process and project management, as well as skills involving the management of different teams and different participants involved within the GIFMIS program.

In light of the enormity of the GIFMIS project, the DBM office of the CIO has decided to avail the services of a competent ICT Systems Analyst to facilitate effective collaboration within the different groups involved with the GIFMIS project, research and develop a holistic architecture and process flow for the GIFMIS application, and assist in the implementation of the program consistent with the established design and vision of the program.

OBJECTIVES:

The primary objectives of the ICT System's Analyst are as follows:

1. To research and develop needed system flows of the GIFMIS Application.
2. To plan with the different GIFMIS groups and other concerned stakeholders the specific process, phases, and steps needed by the GIFMIS application for its completion.
3. To assist in the development of a wholistic architecture and process flow for the GIFMIS application.
4. To assist in the implementation of agreed upon goals, phases, steps, and processes.

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5. To facilitate effective, clear, and unified collaboration within the different GIFMIS groups to ensure that the project is on schedule.
6. To manage assigned related GIFMIS projects or related components.
7. To perform additional tasks set by the CIO of DBM as related to the GIFMIS project.

SCOPE AND LIMITATIONS OF WORK:

1. Program and Project Management

The ICT Systems Analyst shall research and establish best management practices to ensure that the GIFMIS project, with its different groups, perform in an effective manner. The Systems Analyst shall employ various management tools to ensure that the program goals are met effectively. This includes but is not confined to system's audits, research on effective process flows, the development of tests plans, change management processes, deployment strategies, development of process and deliverables, etc.

2. Application Architecture and Process Flow

The Systems Analyst shall assist in the design, implementation, and improvement of the system, process, and architecture. This includes but is not confined to reviews on business, processing, and technical aspects of the project.

3. Group Collaboration Management

The Systems Analyst shall ensure that all the groups involved with the GIFMIS Project shall work in a coordinated, unified manner to ensure that the project successfully meets its completion. This includes but is not confined to discussion facilitation, negotiation, and collaboration within the GIFMIS working groups as well as reviews with different groups on the deliverables, technical specifications, and required outputs.

4. Monitoring and Evaluation

The Systems Analyst will on a timely and agreed upon interval, report to the office of the CIO of DBM the accurate status and condition of the GIFMIS projects.

5. MISCELLANEOUS ADDITIONAL WORK

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

WORKING ENGAGEMENTS:

The GIFMIS Systems Analyst will work closely with all concerned departments, agencies, DBM Service Providers, and clients to ensure the proper planning, management and implementation, and monitoring of the GIFMIS project.

REPORTING AND EVALUATION:

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DBM through its assigned representatives (e.g. the CIO of DBM) will evaluate the quality of work delivered by the GIFMIS Systems Analyst 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 GIFMIS Systems Analyst shall be discussed and agreed upon with the DBM through the CIO.

QUALIFICATION REQUIREMENTS:

The GIFMIS Systems Analyst should possess the following:

- A master's degree 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 experience in an ICT related field
- Must have experience in writing technical documents
- Must have strong research skills
- Must have strong interpersonal skills
- Must have experience in project management

CONTRACT DURATION AND BUDGET:

The contract duration for the GIFMIS Systems Analyst shall be for six (6) months, starting upon receipt of the Notice to Proceed. The total budget allocated for the GIFMIS Systems Analyst will be Php 50,000.00 (Fifty Thousand) per month or Php 300,000.00 (Three Hundred Thousand) inclusive of applicable taxes for the entire six (6) months.

PRETERMINATION CLAUSE:

Either party may preterminate this Agreement upon thirty (30) days advanced notice in writing to the other party.

FUNDING SOURCE:

The proposed consultancy shall be charged against the GIFMIS funds of DBM under RA 10147 (2011 GAA).

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA



NOTICE OF AWARD

MS. SHIRLEY K. CHAVEZ
#21 Dolores Circle
Sacay Grand Villa
Los Banos, Laguna 4031

Dear Ms. Chavez:

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2011-47, we are pleased to inform you that the contract of "GIFMIS Systems Analyst" is hereby awarded to you in the amount of Three Hundred Thousand Pesos (P300,000).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to signing of the contract.

Very truly yours,


FLORENCIO B. ABAD
Secretary