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**CONTRACT FOR CONSULTANT'S SERVICES**

*Between*

**DEPARTMENT OF BUDGET AND MANAGEMENT**  
*Client*

*and*

***Keefe Eldrik Ang dela Cruz***

**CONSULTANCY CONTRACT**  
**(Information Technology Budget 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. KEEFE ELDRIK ANG DELA CRUZ ("the Consultant") residing at 1331 Dagupan Street, Tondo, Manila.

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 **Thirty Five Thousand P35,000.00 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.

Handwritten signatures and initials are present on the left margin of the document. There are three distinct signatures, including one that appears to be 'Jee' and another that is more stylized and possibly 'Richard E. Moya'.

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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**FOR THE CLIENT**



**HON. FLORENCIO B. ABAD**

*Secretary*

Department of Budget and Management

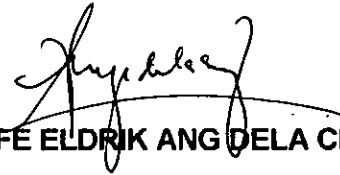
DBM Building II, Gen. Solano Street

San Miguel, Manila

Tel. No. : 735-4929

Facsimile: 735-4936

**FOR THE CONSULTANT**

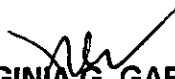


**KEEFE ELDRIK ANG DELA CRUZ**


Address: 1331 Dagupan Street  
Tondo, Manila

Tel. No. 0917-8174788

**WITNESSES**



**VIRGINIA G. GARRIEL**  
*Director IV, AS-DBM*



**RICHARD E. MOYA**  
*Undersecretary, DBM*

Funds Available:  
*Ignacio*  
**ESPERANZA Q. IGNACIO**  
Chief Accountant

*00000 2011-7-962*

*7/29/2011*

**ACKNOWLEDGEMENT**

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


BEFORE ME, this 2<sup>nd</sup> 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
Keefe Eldrik Ang dela Cruz	36235264	July 29, 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. 090 ;  
Page No. 19 ;  
Book No. I ;  
Series of 2011

  
**MARIA LIBERTY D. MORALES**  
NOTARY PUBLIC-MANILA  
COMMISSION SERIAL NO. 2011-134  
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PTR NO. 9301041 manila Jan. 14, 2011  
LEGAL SERVICE, DBM  
MABINI HALL, MALACAÑANG  
MANILA


## Terms of Reference and Scope of Services

### Information Technology Budget Consultant

#### Rationale

The hiring of a competent IT Budget Consultant is highly valuable to the Department to assist the Chief Information Officer in evaluating agencies with their IT infrastructure initiatives and programs, as per Secretary Florencio Abad's memorandum to the honorable members of the Cabinet, which directs the CIO to synchronize all agencies' IT infrastructure to focus on the administration's priority programs and allow the government to prudently allocate resources.

#### Duration of Engagement

A six (6) months engagement of one (1) Information Technology Budget Consultant is proposed. The engagement shall be effective August 1, 2011 until January 31, 2012. This engagement shall be rendered in the work station designated by the DBM Chief Information Officer. An extension may be negotiated between DBM and the proposed IT Budget Analyst, subject to satisfactory results of his or her engagement and the DBM Secretary's approval.

#### Work Scope and Deliverables

The proposed Consultant shall:

1. Analyze and recommend action to the Chief Information Officer on various Agency requests for release of allotment on IT purchases.
2. Advice and assist clientele agencies in the preparation of IT budgets and evaluates the financial performance of national government agencies on IT infrastructure spending.
3. Monitors and evaluates IT budgetary estimates of agencies handled in preparation for final executive review board. Gathers compliance of agencies in the submission of financial accountability reports relating to IT purchases.
4. Evaluates major IT programs and ensures adequate funds for program coverage.
5. Analyze inconsistencies or problems in applications of basic policies and implementation of major IT programs.
6. Perform other duties and responsibilities that may be assigned from time to time.

**Cost of Engagement**

A monthly cost of Thirty Five Thousand Pesos (PHP 35,000) shall be paid on an output basis as may be certified as accepted by the DBM Secretary, chargeable against appropriate DBM funds.

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1. ✓  
2. ✓  
3. ✓  
4. ✓





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;

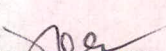
**WHEREAS**, the Bids and Awards Committee (BAC), after taking into consideration all relevant factors, finds that the awarding of consultancy contracts to the foregoing individuals may be done under Section 53.7 of the Revised IRR of R.A. No. 9184;

**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 29<sup>th</sup> 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