

CONTRACT FOR CONSULTANT'S SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

and

PATRICK WILSON O. LIM

RECEIVED
DEC 08 2011
2:00 PM

RECEIVED
COA-BBM

Received By: Pat A
Date: 12/6/11

Department of Budget and Management
RECEIVED
DEC 8 2011
BUDGET DIVISION
Department of Budget and Management

Department of Budget and Management
RECEIVED
DEC 06 2011
BY: _____
Director's Office
FINANCIAL & MANAGEMENT SERVICE

CONSULTANCY CONTRACT

This CONTRACT ("Contract") is entered into this **October 16, 2011**, by and between the **Department of Budget and Management** ("the Client") having its principal place of business at **DBM Building II, General Solano Street, San Miguel, Manila**, and **Mr. PATRICK WILSON O. LIM** ("the Consultant") residing at **11-A Victoria Avenue, New Manila, Quezon 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 six-month period commencing **October 16, 2011** and continuing through **April 16, 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 Six Thousand Pesos (P36,000.00) per month**. 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


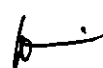


The monthly fee shall be paid only upon submission of the outputs and deliverables to be required as certified by the Secretary of Budget and Management or his duly authorized representative. Any change in the delivery dates shall be mutually agreed upon between the Client and the Consultant.

 - 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.

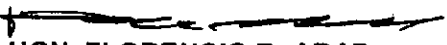


4. **Project Administration** The Consultant shall directly report to **Secretary Florencio B. Abad** for his assignments under this Contract. He shall be responsible for the review, acceptance and approval of the detailed technical contents of the Consultant's reports and recommend payment for Services 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 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

FOR THE CONSULTANT



HON. FLORENCIO B. ABAD

Secretary

Department of Budget and Management

DBM Building II, Gen. Solano Street

San Miguel, Manila

Tel. No.: 7354929

Facsimile: 7354936



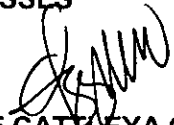
PATRICK WILSON O. LIM

Address: 11-A Victoria Avenue
New Manila, Quezon City

Tel. No. : (632) 7212720

Mobile No.: 09178144275

WITNESSES



CLARE CATTLEYA G. AMADOR

Assistant Secretary, DBM



VIRGINIA G. GARRIEL

Director, DBM

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

@b/10# 2011-10-1392-A

10/28/2011

ACKNOWLEDGEMENT

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


BEFORE ME, this 10th day of November, 2011, personally appeared

Name	CTC No./ID No.	Date/Place Issued
Hon. Florencio B. Abad	CTC No. 09309238 ID No. 3706	01/26/11; Basco, Batanes Valid thru 2012
Patrick Wilson O. Lim	CTC No. 06421127 DBM Temporary ID# 185	10/25/11; Manila valid thru April 16, 2012

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. 167 ;
Page No. 85 ;
Book No. T ;
Series of 2011


MARIA LIBERTY D. MORALES
 NOTARY PUBLIC-MANILA
 COMMISSION SERIAL NO. 2011-134
 UNTIL DECEMBER 31, 2012
 ROLL NO. 58360, IBP NO. 109358
 PTR NO. 9301041 Manila Jan. 19, 2011
 LEGAL SERVICE, DBM
 MABINI HALL, MALACAÑANG
 MANILA

ANNEX A

TERMS OF REFERENCE AND SCOPE OF SERVICES

[Handwritten signature]

[Handwritten mark]

REFORMS AND INNOVATIONS UNIT (RIU)
GOVERNANCE CONSULTANT
Terms of Reference

I. Background and Rationale

The Department of Budget and Management (DBM) is currently engaged in the implementation of several strategic governance reforms of the Aquino Administration. These include, among others, Institutionalizing Civil Society Organization (CSO) Engagement in the Budget and Planning Process, Greater Transparency in the Conduct of Governmental Affairs by Mandatory Disclosure of Information on Budget Releases and Utilization of Major Agency Programs/Projects, Harnessing Information Technology to Facilitate Public Access to Government Information and Improving Delivery of Frontline Services, and Strengthening Anti-Corruption Mechanisms.

It has also been recognized that there is a need to provide policy advice to the Secretary and technical support to the Cabinet Cluster on Good Governance and Anti-Corruption and its Technical Working Group and the Philippine participation in the Open Government Partnership (OGP). The DBM Secretary currently heads the Cluster Secretariat per Executive Order (EO) 43 and is a member of the eight-country Steering Committee of the Open Government Partnership (OGP) which was recently launched on September 20, 2011 on the sidelines of the United Nations General Assembly in New York. These are both continuing commitments of the government and of DBM for the whole term of the current administration.

In this regard, the DBM is seeking to engage a consultant to assist the Secretary in the performance of his tasks as both the Head of the Secretariat of the Cabinet Cluster on Good Governance and Anti-Corruption and as a member of the OGP Steering Committee.

II. SCOPE OF WORK/SPECIFIC DUTIES AND RESPONSIBILITIES

The Governance Consultant is expected to:

1. Assist the Secretary in the formulation and monitoring of the Aquino Administration's Governance and Anti-Corruption National Action Plan, which includes the OGP Action Plan;
2. Provide technical advice and support to the Governance and Anti-Corruption Cabinet Cluster Secretariat in the various cluster activities and undertakings;
3. Relatedly, provide technical advice on building stakeholders' support for the effective formulation and implementation of the Cluster and OGP Action Plan. He shall, therefore, provide technical assistance to the CSO Desk of DBM in drawing up the road map in institutionalizing stakeholders' participation in the budget process and the Action Plan implementation. For this purpose, he shall closely coordinate with the CSO Desk, Office of

ch

J

B

r

the Chief Information Office (CIO), Public Information Unit (PIU) and other concerned units/offices of the DBM as well as other government agencies, as necessary;

4. Prepare concept notes, policy briefs and/or proposals as needed by the Secretary; and
5. Perform other tasks as may be required by the Secretary.

III. DELIVERABLES/OUTPUTS

1. Inception report outlining the assignments and schedule of the delivery of reports;
2. Analysis, recommendations and proposed monitoring system on the Governance and Anti-Corruption National Action Plan, which includes the Open Government Partnership Action Plan;
3. Analysis and recommendation on the DBM road map for the stakeholders' participation in the budget process;
4. Technical reports, policy briefs, policy papers and reform proposals as determined by the Secretary; and
5. Monthly update reports on the tasks assigned.

IV. IMPLEMENTATION ARRANGEMENTS

The Governance Consultant shall report to the Secretary. He is expected to coordinate his work with other concerned units of DBM which include the CSO Desk, PIU and CIO.

V. PROFESSIONAL FEE

The Consultancy contract shall be for a period of six (6) months effective October 16, 2011 to April 16, 2012 and shall be paid a monthly fee of **Thirty Six Thousand Pesos (P36,000.00)** subject to any tax obligation/deductions.

VI. DESIRED QUALIFICATIONS, EXPERTISE AND SKILLS REQUIRED

Qualifications/Expertise Required

The Consultant should have:

- At least five (5) years work experience in similar projects on governance reforms;
- Educational background in public administration or related fields;

- Experience working with government agencies and have good knowledge of the systems and operations of government; and
- Knowledge of the latest governance trends and innovations in the public sector and private sector practices, particularly on public financial management, would be a key advantage.

Other Skills Required

- Has good understanding of the policy and institutional framework of the Philippine Administrative budgeting system;
- Has demonstrated ability to write reports, policy guidelines and manuals;
- Has demonstrable strong analytical capabilities, ability to think strategically and make recommendations in a clear practical manner; and
- Has excellent communication skills.

[Handwritten signature]

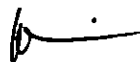
[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

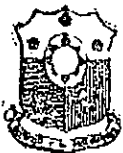
ANNEX B

PERFORMANCE SECURITY



ACCOUNTABLE FORM NO. 51
Revised January, 1952

(ORIGINAL)

	Official Receipt of the Republic of the Philippines		
	No. 1901961 M		
	Date <i>October 19, 2011</i>		
Agency <i>DBM</i>		Fund	
Payor <i>Patrick Wilson Ong Lim</i>			
Nature of Collection	Account Code	Amount	
<i>Payment of Performance Bond as Consultant</i>		P <i>10,800.-</i>	
TOTAL		P <i>10,800.-</i>	
Amount in Words, <i>Ten thousand Eight Hundred Pesos Only</i>			
<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			
Received the amount stated above.			
<i>Lourdes I. Sia</i> LOURDES I. SIA Chief, AD-Cash Division, AS			
NOTE: Write the number and date of this receipt on the back of check or money order received.			

}

10

T



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2011-38

WHEREAS, the Department of Budget and Management (DBM) intends to hire a Governance Consultant whose functions are highly technical and includes the following services: (i) assist the Secretary in the formulation and monitoring of the Aquino Administration's Governance and Anti-Corruption National Action Plan, (ii) provide technical advice and support to the Governance and Anti-Corruption Cabinet Cluster Secretariat, (iii) provide technical advice on building stakeholders' support for the effective formulation and implementation of the Cluster and Open Government Partnership Action Plan, (iv) prepare concept notes, policy briefs and/or proposals as needed by the Secretary, and (v) perform other tasks as may be required by the Secretary;

WHEREAS, the Office of the Secretary has selected Mr. Patrick Lim to serve as Governance Consultant;

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 award of the consultancy contract to Mr. Patrick Lim as 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 the services of Mr. Patrick Lim for a term of six (6) months, renewable at the option of the Secretary of Budget and Management, but in no case shall said contract exceed his term of office, as provided under Section 53.7 of the IRR of R.A. No. 9184.

It is furthermore recommended that the Secretary 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;

[Handwritten mark]


[Handwritten mark]

[Handwritten mark]

APPROVED, this 14th day of October 2011, Malacañang, Manila.


TERESITA P. GAPAC
Member

not present
VIRGINIA G. GARRIEL
Member


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

Not present
ROWENA CANDICE M. RUIZ
Vice Chairperson


ROBY U. ALVAREZ
Chairperson

APPROVED
 DISAPPROVED


FLORENCIO B. ABAD
Secretary, DBM

Date: October 14, 2011



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

NOTICE OF AWARD

MR. PATRICK LIM
11-A Victoria Avenue
New Manila, Quezon City

Dear Mr. Lim:

Based on the Department of Budget and Management Bids and Awards Committee Resolution No. 2011-38, we are pleased to inform you that the consultancy contract for the position Governance Consultant is hereby awarded to you.

In this regard, you are hereby required to post a performance security in the amount and form stipulated 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



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



NOTICE TO PROCEED

MR. PATRICK WILSON O. LIM
11-A Victoria Avenue, New Manila,
Quezon City



Dear Mr. Lim:

The attached Contract Agreement having been approved, notice is hereby given to you that work may commence as "Consultant for Governance".

Thus, you shall be responsible for performing the services in coordination with the Reforms and Innovations Unit (RIU) of this Department under terms and conditions of the Contract and in accordance with the Terms of Reference.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Budget and Management.

Very truly yours,


FLORENCIO B. ABAD
Secretary 

I acknowledge receipt and acceptance of this Notice on: _____

Name of Consultant and/or Representative: _____

Authorized Signature: _____