

# CONTRACT

## ENGAGEMENT OF A GRAPHIC AND INFORMATION DESIGN CONSULTANT

This Contract is entered into this 23<sup>rd</sup> day of November, 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

**KATRINA MAY L. PUERTOLLANO** ("the Consultant") of legal age with principal office located at #38 Dao St. Mapayapa Village 3, Brgy. Pasong Tamo, Quezon City.

**WHEREAS**, Department of Budget and Management (DBM) has committed to publish the **2012 People's Budget** that seeks to make the Administration's spending priorities and the national budget process understandable to the layman;

**WHEREAS**, in pursuit of this project, DBM is in need of a Graphic and Information Design Consultant who will conceptualize, develop and produce graphic designs and visualize budget data into simple, understandable information graphics that will become a significant part of the substantive content of the People's Budget;

**WHEREAS**, the engagement of said consultant has a budget of P150,000.00;

**WHEREAS**, Section 53.9 of the Implementing Rules and Regulations of Republic Act No. 9184 provides:

### "53.9. Small Value Procurement

Where the procurement does not fall under Shopping in Section 52 of this IRR and the amount involved does not exceed the thresholds [P500,000.00] prescribed in Annex "H" of this IRR.

53.9.1. The procuring entity shall draw up a list of at least three (3) suppliers, contractor, or consultants of known qualifications which will be invited to submit proposals, in the case of goods and infrastructure projects, or curriculum vitae, in the case of consulting services."

**WHEREAS**, of the six who were invited to bid, only Ms. Puertollano and another bidder submitted their curriculum vitae and sample portfolio; and of the two who submitted, Ms. Puertollano achieved the highest rated credentials (Annex A) at an offer price of P150,000;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

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- 1. Services**
- (i) The Consultant shall perform the services specified in Annex B, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**
- The Consultant shall perform the Services during the period commencing November 23, 2011 and continuing through February 22, 2011, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
- A. Ceiling  
For Services rendered pursuant to Annex B, the Client shall pay the Consultant an amount not to exceed P150,000.00. 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  
The schedule of payments is specified below:  
P30,000.00 upon the Client's receipt of the Inception Report, acceptable to the Client;  
P90,000.00 in up to three (3) tranches, upon the submission and acceptance of key deliverables, to be mutually agreed-upon; and,  
P30,000.00 upon the Client's receipt of the Completion Report, acceptable to the Client.  
P150,000.00 Total
  - C. Payment Conditions  
Payment shall be made in Philippine Pesos, not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
- 4. Project Administration**
- A. Coordinator.  
The Client designates Mr. Francis Capistrano as Client's Coordinator. The Coordinator will be responsible for managing the enumerated activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client, and for receiving and approving invoices for the payment.
  - B. Reports.  
The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 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

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Contract that the Client considers unsatisfactory.

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. The Consultant may retain a copy of such documents and software.
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.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

By:

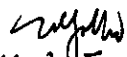
  
**FLORENCIO B. ABAD**  
Secretary


**CONSULTANT**

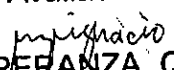
By:

  
**KATRINA MAY L. PUERTOLLANO**

**SIGNED IN THE PRESENCE OF:**

  
VIRGINIA L. FOUSSER

  
Nies Puertollano

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

CG # 2011-11-N39A  
11/22/2011

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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
KATRINA MAY L. PUERTOLLNO	Passport # XX0117144	Nov. 9, 2007

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 GRAPHIC AND INFORMATION DESIGN CONSULTANT was signed by the parties, and signed/initialled by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 01<sup>st</sup> day of December, 2011.

Doc. No. ; 186  
Page No. ; 09  
Book No. ; J  
Series of 2011.

*[Signature]*  
**MARIA LIBERTY D. MORALES**  
 NOTARY PUBLIC-MANILA  
 COMMISSION SERIAL NO. 2011-134  
 UNTIL DECEMBER 31, 2012  
 ROLL NO. 58360, IBP NO. 809358  
 PTR NO. 9201041 Manila Jan. 19, 2011  
 LEGAL SERVICE, DBM  
 RASINI MALL, MALACAÑANG  
 MANILA

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## Evaluation Sheet of Prospective Bidders

<b>I. Track Record</b>	<b><u>20</u></b>	<b><u>16</u></b>	<b><u>15</u></b>
A. Years of Experience	<u>10</u>	<u>8</u>	<u>5</u>
- minimum of 3 = 5 points, if less = 0	5	5	5
- between 4-5 years	+3	3	0
- if more than 5 years	+2	0	0
B. Quantity of Portfolio, related to the industry	<u>10</u>	<u>8</u>	<u>10</u>
- minimum of 5 projects, if less = 0	5	5	5
- between 6-10 projects	+3	3	3
- if more than 10 projects	+2	0	2
<b>II. Similar Projects (i.e. dealing with financial data, processes, statistics, etc.)</b>	<b><u>70</u></b>	<b><u>61</u></b>	<b><u>47</u></b>
A. Quantity of Portfolio	<u>20</u>	<u>20</u>	<u>20</u>
- minimum of 1 project, if less = 0	5	5	5
- between 2-3 projects	+5	5	5
- between 4-5 projects	+5	5	5
- more than 5 projects	+5	5	5
B. Quality of Portfolio	<u>50</u>	<u>41</u>	<u>27</u>
(rating range 0-10)			
- technical skill/ability	10	8	4
- clarity of design	10	8	9
- creativity in design conceptualization	10	8	5
(rating range 0-20)			
- creative interpretation of data	20	17	9
<b>III. Academic and Other Credentials</b>	<b><u>10</u></b>	<b><u>7</u></b>	<b><u>5</u></b>
A. Undergraduate Degree of related course	5	5	5
B. Other Design-Related Credentials	5	2	0
- one point per seminar, certification, awards/recognitions			
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>84</u></b>	<b><u>67</u></b>

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**GRAPHIC AND INFORMATION DESIGN CONSULTANT  
PEOPLE'S BUDGET OF 2012**

**Terms of Reference**

**I. BACKGROUND**

In pursuit of greater transparency, accountability and citizen participation in budgeting, the Department of Budget and Management (DBM) has committed to publish a **People's Budget** annually starting 2011. The People's budget is a publication that summarizes the National Budget, fleshes-out the Administration's spending priorities and elucidates on the national budget process for the layman.

In developing and publishing the **People's Budget of 2012**, the DBM will need a **Graphic and Information Design Consultant**, an individual project consultant who will conceptualize, develop and produce graphic designs and visualize budget data into simple, understandable information graphics that will become a significant part of the substantive content of the People's Budget. Said consultant will also provide advice, recommendations and transfer relevant knowledge to DBM relative to implementing the People's Budget and other publication projects.

The said Consultant will be hired by the DBM for a period of 30 man days spread over three months starting the 10<sup>th</sup> of November 2011 to the 9<sup>th</sup> of February 2012.

**II. SCOPE OF WORK**

The Graphic and Information Design Consultant is expected to fulfill the following:

1. Conceptualize an overall design concept ("look and feel") for the People's Budget (main edition in English and translations), following a theme that will be provided by the DBM, and design the cover(s), dividers, sidebars and other template designs in line with this overall design concept;
2. Develop information graphics to creatively visualize budget information or processes, which will accompany the body text of the People's Budget and will compose a large part of the said publication (equivalent to an estimated 30 to 40% of the publication's pages);
3. Lay-out all graphic designs and information graphics, together with the body text prepared by DBM, into a cohesive publication (booklet form);

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4. Provide expert technical advice to the DBM on best approaches in implementing the design and data visualization component of the People's Budget, which the DBM may apply in producing subsequent years' People's Budgets as well as its other publications;
5. In relation to the preceding, the Consultant may, when feasible, be asked to mentor/advise the in-house Graphic Designer and other staff of DBM on visualizing data, current design trends and innovations, technologies, etc., through a mutually agreed-upon modality (e.g. lecture, workshop, one-on-one training, design exercises, etc.);
6. In fulfilling the following functions, closely coordinate with the Training and Information Service and/or the Communication and Advocacy Consultant (OSEC), including attendance in project coordination meetings;

### III. DELIVERABLES AND IMPLEMENTATION ARRANGEMENTS

1. After a first project coordination meeting, to submit within two (2) days an inception report outlining the overall design concept, assignments and deliverables, as well as required data and other information to be provided by the DBM; and a work timetable with agreed-upon deadlines;
2. As required and as arranged, to personally report to the DBM to, among others, attend production meetings, consult the Training and Information Service and/or the Communication and Advocacy Consultant on the deliverables and information requirements, among others. He/she may also opt to work in an available workstation/space in DBM provided that he/she brings his own equipment and other tools;
3. In line with the work timetable and as required, to submit concepts, works-in-progress, draft and final designs, and other deliverables every week and whenever required, in electronic form (e-mail, compact disc, etc.);
4. Provide a complete lay-out of the People's Budget main edition and translation for final approval, with up to three (3) revisions of the same;
5. Submit a final, printer-ready design of the People's Budget main edition, in the prescribed format of the DBM-designated printing press, on or before the 12<sup>th</sup> of December 2011, unless otherwise adjusted by DBM; and a final, printer-ready design of the People's Budget translations on or before the 2<sup>nd</sup> of January 2012, unless otherwise adjusted by DBM;
6. At the end of the contract period, to submit a Conclusion Report, which would contain his/her recommendations and other expert technical advice

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to DBM in implementing future People's Budget and other publication/communication projects that would involve information design.

#### **IV. DESIRED QUALIFICATIONS**

1. Has a respectable track record in graphic and information design (minimum of 3 years), with a portfolio of previous work that show competence in the said field;
2. Has previously worked on similar design projects (e.g. with government, business/financial sector, socio-economic policy, etc.) which showed technical skill, clarity of design and creativity in design conceptualization. Also, involved the analyses of technical data and/or processes and translating the same into information graphics which are understandable to the layman;
3. Has academic and/or other credentials related to information design;

#### **V. BUDGET**

Approved budget for this consultancy contract is **ONE HUNDRED AND FIFTY THOUSAND PESOS (P150,000.00)**.

#### **VI. TERMS OF PAYMENT**

The Terms of Payment shall be as follows:

1. 20 percent upon the submission and acceptance of the Inception Report;
2. 60 percent, in up to three (3) tranches, upon the submission and acceptance of key deliverables, to be mutually agreed-upon;
3. 20 percent upon submission and acceptance of the Conclusion Report.

Payment shall be subject to any applicable tax obligation/deduction.

#### **VII. FUNDING SOURCE**

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

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### Outputs and Deliverables

With reference to the Terms of Reference, the Consultant shall carry out and submit the following:

Work of Scope and Activities	Timelines
1. Submit an Inception Report outlining the overall design concept, assignments and deliverables, as well as required data and other information to be provided by the DBM; and a work timetable with agreed-upon deadlines	two days after the first project coordination meeting
2. Submit a final, printer-ready design of the People's Budget main edition (English), in the prescribed format of the DBM-designated printing press	not later than December 12, 2011 or otherwise agreed upon
3. Submit final, printer-ready design of the People's Budget translations (Taglaog and Cebuano) on or before the 2nd of January 2012	not later than January 2, 2012 or otherwise agreed upon
4. Submit a Conclusion Report which would contain his/her recommendations and other expert technical advice to DBM in implementing future People's Budget and other publication/communication projects that would involve information design	not later than February 9, 2012 or otherwise agreed upon

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



**NOTICE OF AWARD**

11 November 2011

**MS. KATRINA MAY L. PUERTOLLANO**  
#38 Dao St. Mapayapa  
Village 3, Brgy. Pasong Tamo,  
Quezon City

Dear Ms. Puertollano:

Please be informed that, per attached Bids and Awards Committee Resolution No. \_\_\_\_\_ dated November 9, 2011, you are hereby awarded the Contract for the Graphic and Information Design Consultant for the 2011 People's Budget with a contract price of One Hundred Fifty Thousand Pesos (P150,000.00).

Kindly acknowledge the receipt of this Notice with a Letter of Acceptance pursuant to BAC requirements.

Very truly yours,

  
**FLORENCIO B. ABAD**  
Secretary