

CONTRACT FOR CONSULTANCY SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT  
*Client*

and

JONATHAN F. CUEVAS

COA - DBM  
**RECEIVED**  
12 MAR 2012  
BY: [Signature] CONTROL NO. \_\_\_\_\_

*gt 9/12/12*  
*20 2/12/12*

# CONTRACT

## ENGAGEMENT OF A WEB DEVELOPER AND DESIGNER 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

**JONATHAN CUEVAS** ("the Consultant") of legal age with principal office located at 2229 Angel Linao St. Malate, Manila.

**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 Mr. Jonathan Cuevas as consultant to (i) renovate and reengineer the DBM website, using new and emerging web development technologies, and (ii) create and develop the Budget Ng Bayan Website, a budget advocacy website;

**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**  
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 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.


**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

By:

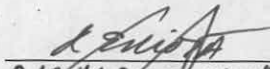
  
**FLORENCIO B. ABAD**  
*Secretary*

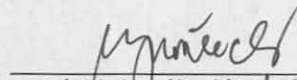
**CONSULTANT**

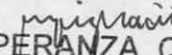
By:

  
**JONATHAN CUEVAS**  
*Consultant*

**SIGNED IN THE PRESENCE OF:**

  
**RICHARD E. MOYA**

  
**MINDA P. MONTECASTRO**

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

OWA# 2011-12-1605A

1/9/2011

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
JONATHAN CUEVAS	CTC # 04788543 PCDSPD ID# 10	Oct. 24, 2011, Manila Manila

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 WEB DEVELOPER AND DESIGNER 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 29<sup>th</sup> day of December, 2011.

Doc. No. ; 210  
Page No. ; 44  
Book No. ; I  
Series of 2011.

  
**MARIA LIBERTY D. MORALES**  
 NOTARY PUBLIC-MANILA  
 COMMISSION SERIAL NO. 2011-134  
 UNTIL DECEMBER 31, 20 12  
 ROLL NO. 58360, IBP NO. 209258  
 PTR NO. 9301041 Manila Jan. 14, 2011  
 LEGAL SERVICE, DBM  
 MABINI HALL, MALACANANG  
 MANILA

## **TERMS OF REFERENCE (Web Developer and Designer)**

### **BACKGROUND:**

To complement its existing system and further improve effective e-governance, the Department of Budget and Management (DBM) will be implementing various new Information and Communication Technology (ICT) projects that require different kinds of competencies and technical expertise.

The Office of the DBM Chief Information Officer (CIO) has decided to avail of the services of a competent web master/web developer to assist in the creation of the Budget ng Bayan website – a budget advocacy website similar to DOF's Pera ng Bayan website ([www.perangbayan.com](http://www.perangbayan.com)). This highly specialized web developer will also be tasked to renovate and to reengineer the DBM website. New and emerging web developing techniques, such as Word Press, will be used by the said web developer. After much deliberation and assessment, it was determined that the DBM has limited ICT manpower to produce this highly specialized output. In response to this shortage of manpower capacity, there is a need to hire this expert in web development.

### **OBJECTIVES:**

The primary objectives of the Internet Web Developer and Designer are as follows:

1. Creation, development, and maintenance of the Budget Ng Bayan Website – a budget advocacy website that will open a feedback instrument, an advocacy venue, and a response mechanism regarding budget and management matters for the Filipino people.
2. Reengineering and renovation of the DBM Website using new and emerging web development techniques, such as Word Press.
3. Conduct and supervise the day to day maintenance of the above mentioned websites as well as other assigned government websites assigned by the DBM's CIO.
4. Update the contents of the existing above mentioned websites as well as other assigned websites by representatives of DBM.
5. Upgrade and develop the technology of the above mentioned existing websites to allow newer applications to be integrated into the websites as well as other assigned government websites.

### **SCOPE AND LIMITATIONS OF WORK:**

1. Daily Maintenance  
The web developer and designer shall among his/her other duties, ensure that the assigned websites such as the Budget ng Bayan website, the budget advocacy website, and the Cabinet Cluster on Good Governance and Anti-Corruption websites are properly available and running at all times.
2. Content Appearance and Management

The web developer and designer shall, subject to the approval of the DBM CIO, design the enhanced appearance and format of the above mentioned websites as well as other assigned government websites.

3. Website Technology & Development

The web developer and designer shall ensure that the above mentioned websites are equipped with the latest website technology to ensure compatibility with other website applications being proposed or implemented by the DBM CIO.

4. Transfer of Technology

The web developer will assist assigned DBM employees and/or representatives in maintaining the developed website after contract expiration through training and technology transfer.

### **WORKING ENGAGEMENTS:**

The Web developer and designer will work closely with the DBM CIO and ICTSS, various representatives of DBM, as well as existing DBM Service Providers, agencies and clients that the DBM renders its services to properly maintain, update, and upgrade the assigned websites.

### **WEB DEVELOPER AND DESIGNER METHODOLOGY:**

Web Developer tools would include PHP, ASP, VBScript, Javascript, HTML, JQuery, XHTML, Visual Basic .Net, PL/SQL, etc. and other developer tools to ensure compatibility with web applications to be or being added into the website.

The Web Designer tools would include use of tools like Flash, Adobe Photoshop, and other multi media techniques to make the website more attractive, simple and informative.

The Web Developer and Designer Work flow are as follows:

1. The Web Developer and Designer shall conduct a proper needs analysis on the requirements of the above websites as well as other assigned government agency websites.
2. The Web Developer and Designer shall design and/or re-design the above existing websites subject to the approval of the DBM CIO. These designs include but are not limited to the appearance, as well as the inherent technology being applied to the website.
3. The Web Developer and Designer shall apply, test, and implement these designs and seek the approval of the DBM CIO for continuance.
4. The Web Developer and Designer shall maintain, update, and support these established websites.
5. The Web Developer and Designer shall train and assist DBM in maintaining these developed websites after contract expiration by training their employees and/or representatives and by technology transfer if applicable.

### **REPORTING AND EVALUATION:**

The ICTSS Director and the DBM CIO will evaluate the quality of work done by the Web Designer and Developer on an established on-going monthly schedule to ensure the quality and relevance of the work being conducted.

Suggested criteria on the quality of work can include work progress, appearance, diligent and thorough coding, and proper maintenance of the websites.

#### **SCHEDULING:**

Time frames and scheduling of the Web Developer and Designer shall be based on an agreed upon work schedule with the Chief Information Officer (CIO) of DBM and/or his representatives.

#### **QUALIFICATION REQUIREMENTS:**

The Web Developer and Designer should possess the following:

- A bachelor's degree in Computer Science, Computer Applications, 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 at least 3 years experience in Web Development and/or Design.
- Must be able to work independently and be willing to work on a collaborative basis.

#### **FACILITIES:**

Necessary facilities include a desk, a personal computer, appropriate software for a web developer and designer, and availability of an internet connection as well as common office equipment needed by a web developer and designer.

#### **CONTRACT DURATION AND BUDGET:**

The contract duration for the Web Developer and Designer shall be for six (6) months, starting upon receipt of the Notice to Proceed. The total budget allocated for the Web Developer and Designer will be fifty thousand pesos (50,000) monthly inclusive of taxes or three hundred thousand pesos (300,000) total 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).