

CONTRACT FOR CONSULTANCY SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

and

SHERYLL B. MARGATE

COA - DBM
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C O N T R A C T

**ENGAGEMENT OF A NATIONAL PAYROLL SYSTEM PROGRAMMER
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

SHERYL MARGATE ("the Consultant") of legal age with principal office located at #1490A P. Ulatan St., Mabolo III, Pinahan, Bacoor, Cavite.

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. Sheryl Margate as consultant to (i) assist in the development of the National Payroll System (NPS), and (ii) consult with and assist program users in the roll out and implementation of the NPS;

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

Handwritten signatures and initials are present on the left margin of the document. There are several distinct marks, including what appears to be a signature and some initials, likely representing the parties to the contract.

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:

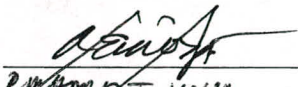

FLORENCIO B. ABAD
Secretary

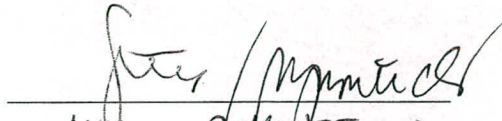
CONSULTANT

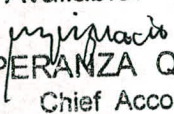
By:


SHERYL MARGATE
Consultant

SIGNED IN THE PRESENCE OF:


RINA M. E. MOYA


LINDA P. MONTECIANO

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

CVN# 2011-12-1603A
1/2/2011

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 |
| SHERYL MARGATE | CTC # 13665228 ID # V8200809005 | Feb. 3, 2011, Imus Cavite makati City |

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 NATIONAL PAYROLL SYSTEM PROGRAMMER 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. ; 209
Page No. ; 43
Book No. ; I
Series of 2011.

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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. 14, 2011
LEGAL SERVICE, DBM
MABINI HALL, MALACANANG
MANILA

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**TERMS OF REFERENCE
(National Payroll System Programmer)**

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 programmer to create a web based internet application that will allow for a convenient and automated manner of processing the payroll and manpower information of all government agencies. This highly specialized payroll programmer will also be tasked to be part of the team of developers of the National Payroll System. 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 payroll programming and development.

OBJECTIVES:

The primary objectives of the NPS Programmer are as follows:

1. Assist in the development of the National Payroll System
2. Compile and write documentation of program development and subsequent revisions, inserting comments in the coded instruction so others can understand the program.
3. Consult with managerial and administrative personnel to clarify program intent, processes, and calculations.
4. Write or contribute to instructions or manuals to guide end users.
5. Consult with and assist program users to resolve problems in running the application.

SCOPE AND LIMITATIONS OF WORK:

1. System Analysis and Design
The NPS programmer shall conduct a needs analysis on the specific requirements of the NPS system with the assistance of assigned representatives from the DBM.
2. Documentation and Approval
The NPS programmer shall produce documentation on the conducted needs analysis containing hardware and software specifications, calculations, tables, process flows, and other required documents for the approval of DBM.

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3. Software Development
The NPS programmer shall develop the NPS Application based on the approved software specifications and requirements.
4. Testing and Evaluation
The NPS programmer shall conduct testing on the developed application and will present a working application subject to DBM's evaluation, approval, and/or application revision.
5. Revision
The NPS programmer shall make revisions, adjustments, and/or enhancements subject to DBM's evaluation on a regular basis.
6. Technical Support
The NPS Programmer will provide technical assistance and training on the use of the developed system to assigned users.

WORKING ENGAGEMENTS:

The NPS programmer will work closely with DBM's assigned representatives on ensuring that System is fully and effectively implemented.

NPS PROGRAMMER WORK METHODOLOGY:

Programming tools would include PHP, ASP, VBScript, Javascript, HTML, XHTML, Visual Basic .Net, PL/SQL, etc. and other developer and programming tools.

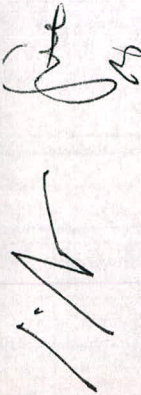
The NPS Programmer Work flow follows:

1. The NPS Programmer shall, with the assistance from the DBM representatives conduct a proper needs analysis on the requirements of the NPS Application.
2. The NPS Programmer shall produce specification documents for approval from DBM.
3. The NPS Programmer shall develop, test, and implement the application based on approved specifications.
4. The NPS Programmer shall revise the application based on test evaluations and/or advice from DBM.
5. The NPS Programmer shall assist and train NPS Application Users.

REPORTING AND EVALUATION:

DBM and/or its representatives will evaluate the quality of work done by the NPS Programmer on an established schedule to ensure the quality and relevance of the work being performed on the NPS Application.

SCHEDULING:

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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 NPS Programmer should possess the following:

- A bachelor's degree in Computer Science, Computer Applications, ICT, or related field (Graduate Degree a Plus)
- Must have at least 3 years experience in Web Development, programming and systems analysis and design.
- Must be able to show similar projects completed.
- 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 computer programmer, and availability of an internet connection as well as common office equipment needed by such.

CONTRACT DURATION AND BUDGET:

The contract duration for the NPS Programmer shall be for six (6) months, starting upon receipt of the Notice to Proceed. The total budget allocated for the NPS Programmer will be Fifty Thousand Pesos (50,000) monthly inclusive of taxes and/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).

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



NOTICE OF AWARD

December 27, 2011

MS. SHERYLMARGATE
#1490A P. Ulatan St.
Mabolo III, Pinahan, Bacoor
Cavite 4102

ORIGINAL RECEIVED

By: *[Signature]*
Designation:
Office:
Date: 01/18/2012

Dear Ms. Margate:

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2011-48, we are pleased to inform you that the contract of "NPS Programmer" 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,

[Signature]
FLORENCIO B. ABAD
Secretary