

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Agreement made and executed on this 29th day of June, 2012 in the City of Manila by and between:

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM), a government institution created under Executive Order No. 25, as amended and operating under Executive Order No. 292, with principal address at the Boncodin Hall, General Solano Street, San Miguel, Manila, represented by **Secretary FLORENCIO B. ABAD**, hereafter referred to as the "**FIRST PARTY**".

-and-

MR. PATRICK WILSON O. LIM, of legal age, Filipino, with residence address at No. 11-A Victoria Avenue, New Manila, Quezon City, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH

WHEREAS, the FIRST PARTY intends to hire consultants with fully confidential and highly sensitive functions for the Office of the Secretary in order to implement the transparency, reform and open communications policy of the Aquino Administration;

WHEREAS, the FIRST PARTY entered into a contract for consultancy services with the SECOND PARTY as Consultant for Governance at the Office of the Secretary which shall expire on July 16, 2012;

WHEREAS, the FIRST PARTY needs to rehire the SECOND PARTY as its Consultant for Governance under a revised scope of work in view of the office's need for assistance in initiating reforms in public expenditure management as well as innovative practices to enhance governance in the National Government;

WHEREAS, the SECOND PARTY has agreed to perform the service of a Consultant for Congressional Concerns;

WHEREFORE, the parties hereby agree under the following terms and conditions:

- I. **Consultancy Service** – The SECOND PARTY shall perform the services as specified under the new Terms of Reference and Scope of Services, hereto attached and made an integral part hereof as Annex "A";
- II. **Terms of Agreement**- This agreement shall be for a period of three (3) months, to commence on July 17, 2012 up to October 15, 2012, renewable upon the option of the parties.
- III. **Payment** – For services rendered pursuant to Annex "A", the FIRST PARTY shall pay the SECOND PARTY an amount not exceeding the monthly rate of **Forty Six Thousand Pesos (P46,000.00)**. The amount has been established based on the understanding that it is inclusive of all cost and profits as well as any tax obligation that may be imposed upon the FIRST PARTY.

Provided further, that 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 parties. Payment shall be made not later than thirty (30) days following the submission of the certification required herein.

- IV. **Project Administration**- The SECOND PARTY shall directly report to Secretary Florencio B. Abad for her assignments under this Contract. He shall be responsible for the review, acceptance and approval of detailed technical contents of the submitted reports and recommend payment for services rendered by the SECOND PARTY.
- V. **Performance Standards** – The SECOND PARTY undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- VI. **Confidentiality** – The SECOND PARTY agrees that any information received by him/her during the furtherance of his obligations in accordance with this Agreement shall be treated by the SECOND PARTY in full confidence and will not be revealed to any other persons, firms or entities, without a prior written consent from the FIRST PARTY.
- VII. **Ownership of Material**- Any studies, report or other material, graphic, software or otherwise, prepared by the SECOND PARTY for the FIRST PARTY under the Contract shall belong and to and remain the property of the FIRST PARTY. The SECOND PARTY may retain a copy of such documents and software, exclusively for record purposes.
- VIII. **Insurance**- The SECOND PARTY shall be responsible for taking out any appropriate insurance coverage.
- IX. **Performance Security**- The SECOND PARTY has posted the required performance security hereto attached and made an integral part hereof as Annex "B".
- X. **Assignment**- The SECOND PARTY shall not assign this Contract or sub-contract any portion of it without the FIRST PARTY'S prior written consent.

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XI. General Provisions

- i. **Validity.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not effect in any way the validity or enforceability of the remainder of this agreement.
- ii. **Modification.** No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in writing and signed by each of the parties hereto or a duly authorized representative thereto. No waiver by any party at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- iii. **Venue and Jurisdiction in case of litigation**- Any legal action arising from the enforcement, implementation or violation of terms and condition of this contract shall be filed only with the courts of Manila.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement at the date and place first above written.

For the First Party:

For the Second Party:


HON. FLORENCIO B. ABAD
Secretary
Department of Budget and Management


MR. PATRICK WILSON LIM
Consultant

SIGNED IN THE PRESENCE OF:

[Signature]
CLARE CATTLEYA G. AMADOR
Assistant Secretary

[Signature]
SOFIA C. YANTO
Director, Administrative Service

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

Funds Available:
[Signature]
ESPERANZA Q. IGNACIO
Chief Accountant

[Handwritten] 2012-7-25
[Handwritten] 7/25/2012

BEFORE ME, a Notary Public for and in the City of Manila, personally appeared the following:

NAME	CTC AND VALID I.D	DATE AND PLACE ISSUED
FLORENCIO B. ABAD	DBM ID NO. 3706 CTC No. 30036286	Valid thru 2012 1/26/2012; Basco, Batanes
PATRICK WILSON LIM	DBM ID. NO. 188	

all known to me and to me known to be the same persons who executed the foregoing document and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entities being represented. This document consists of 3 pages signed by the parties and their instrumental witnessed on the left-hand margin of all the other pages.

WITNESS MY HAND AND SEAL this 12th day of July, 2012

Doc. No. 404 ;
Page NO. 83 ;
Book No. I ;
Series of 2012.

[Signature]
MARIA LIBERTY D. MORALES
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2011-134
UNTIL DECEMBER 31, 2012
ROLL NO. 58360, IBP NO. 887957
PTR NO. 0269266 Manila Jan. 9, 2012
LEGAL SERVICE, DBM
MABINI HALL, MALACANANG
MANILA



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



NOTICE OF AWARD

29 June 2012

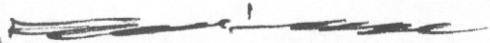
MR. PATRICK WILSON O. LIM
11-A Victoria Avenue, New Manila,
Quezon City

Dear Mr. Lim:

Please be informed that, per attached Bids and Awards Committee Resolution No. 2012-19 dated June 29, 2012, you are hereby awarded the Contract of Consultancy Services for Governance under the Office of the Secretary with a contract price of Forty Six Thousand Pesos (P46,000.00) per month for a period of three (3) months effective July 17, 2012.

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

Very truly yours,


FLORENCIO B. ABAD
Secretary