

CONTRACT FOR CONSULTANCY SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

And

SUSAN S. LARA
Consultant

CONSULTANCY CONTRACT

This contract ("Contract") is entered into this 8th day of November, 2012 by and between the Department of Budget and Management ("the Client") represented herein by **Secretary FLORENCIO B. ABAD** having its principal place of business at Boncodin Hall, General Solano Street, San Miguel, Manila, and **SUSAN S. LARA** ("the Consultant"), residing at 2654 Conchu Street, Singalong, Manila.

WHEREAS, the Client intends to require the Consultant to perform certain services and Consultant is willing to perform the same;

NOW, THEREFORE, THE PARTIES hereby agree as follows:

- 1. Services**

The Consultant shall perform the Services specified in Annex "A", Terms of Reference, which is made an integral part of this Contract ("the Services").
- 2. Term**

The Consultant shall perform the Services commencing [date] and continuing up to [date], coterminous with the signatory Secretary of the Client, or any other period as may be subsequently agreed upon by the parties in writing.
- 3. Payment**

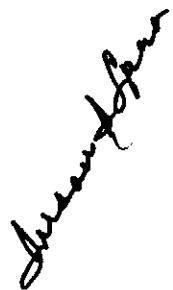
For the Services rendered, the Client shall **pay the Consultant an amount not to exceed the sum of One Hundred Five Thousand Pesos (P105,000.00)**, which is equivalent to P7.00 per word for a maximum of 15,000 words. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diems and profits, as well as any tax obligation that may be imposed on the Consultant.
- 4. Project Administration**

The Client designates **Francis Y. Capistrano** as Client's Coordinator. The Coordinator will be responsible for supervising the activities under this Contract, and prompt payment of services rendered by the Consultant, without necessarily limiting the reporting relationship of the Consultant to the signatory Secretary of the Client.
- 5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality**

The Consultant shall not, during the term of this Contract and within one (1) year 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 Materials**

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 in Certain Activities

The Consultant agrees that, during the term of this Contract, the Consultant shall desist from providing goods, works and services similar to the Services herein to an entity other than the Client.

9. Insurance

The Consultant shall be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of the 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 or arbitration, in accordance with the laws of the Client's country.

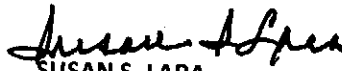
13. Termination

The Client or the Consultant may extra-judicially terminate this Contract for any reason by notifying the other party, in writing, one (1) month prior to intended termination of the Contract.

FOR CLIENT:



HON. FLORENCIO B. ABAD
Secretary of Budget and Management
Gen. Solano St, San Miguel, Manila

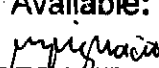
CONSULTANT:


SUSAN S. LARA
Consultant
2654 Conchu Street, Singalong, Manila

WITNESSES:


CHARISSE-FUSCHIA PADERNA


MARGARET REYES

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

Oct 2012-11- Ret1-A
11/5/2012

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. _____ DBM ID No. 3706	_____ Manila
SUSAN S. LARA	_____ _____	_____ _____

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 [POSITION] was signed by the parties, and signed/initialialed by their material witnesses on each and every page thereof.

NOV 08 2012 MANILA

WITNESS MY HAND AND SEAL this ____ day of _____, 2012.

Doc. No. : 265
Page No. : 54
Book No. : 44
Series of 2012.

San
Susan Lara
FRANCISCO DELA CRUZ MIRALTA
NOTARY PUBLIC - MANILA
MY COMMISSION EXPIRES ON 12-01-2017
850 G/F GODINO BLDG.
V. J. VILLEGAS ST., 1000 ERMITA MANILA
BP NO. 66803-10-5-11-MANILA-2011
TRN 0279486-12-2-2011 FOR-2011
ROLL NO. 32503
MCLEB-0020015-8-9-2011
COMMISSIONED BY MCLEB

ANNEX A

WRITING AND EDITORIAL CONSULTANT PEOPLE'S BUDGET PUBLICATION SERIES AND 2013 PEOPLE'S BUDGET BOOKLET

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** booklet annually starting 2011. The People's Budget booklet 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. The DBM has since decided to create a People's Budget publication series, with the annual People's Budget booklet (summary form of the national budget) as the flagship publication, in line with its fiscal transparency and participation strategy.

In developing the editorial content strategy of the People's Budget publication series and in developing and publishing the 2013 People's Budget flagship booklet, the DBM will need a **Writing and Editorial Consultant**.

The said Consultant will be an individual project consultant that will draft, edit and proofread the text content for the 2013 People's Budget publication booklet. The said Consultant will also provide advice, recommendations and transfer relevant knowledge to DBM relative to implementing the People's Budget publications.

The said Consultant will be hired by the DBM for a period of 30 man days spread over three months starting the 5th of November 2012 to the 4th of February 2013.

II. SCOPE OF WORK

The Writing and Editorial Consultant is expected to fulfill the following:

1. Draft the text (in English) of the 2013 People's Budget based on a detailed outline provided by the DBM-Public Information Unit (PIU), and information and other data on the 2013 General Appropriations Act (GAA), to be collated by DBM;
2. Produce up to three (3) revisions to the initial draft after comments and data verification that will be coordinated internally by DBM-PIU; and as needed, implement minor editing changes; and towards the end of the revision process, proofread the text before finalization;



3. Provide expert technical advice to the DBM on best approaches for the content (text) strategy of the People's Budget publication's series, which the DBM may apply in producing other publications under the series;
4. In relation to the above, the Consultant may, when feasible, be asked to mentor/advise the in-house staff of DBM on writing about technical subjects for layman audiences;
5. In fulfilling the following functions, closely coordinate with the DBM OSEC-Public Information unit and/or the DBM Communication and Advocacy Consultant, 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 containing the timetable of deliverables by the Consultant, as well as key agreements from the coordination meeting—including, but not limited to content strategy, data requirements, coordination, etc.—for execution by the Consultant.
2. As required and as arranged, to personally report to the DBM to, among others, attend production meetings, consult the OSEC-Public Information Unit/ DBM Communication and Advocacy Consultant on the deliverables and information requirements, among others
3. In line with the work timetable and as required, to submit concepts, works-in-progress, drafts, and other deliverables every week and whenever required, in electronic form (e-mail, compact disc, etc.);
4. Submit final draft of the 2013 People's Budget on or before 23 November 2012, to allow the Graphic and Information Design Consultant hired by DBM to finalize the lay out the publication and the DBM to verify the information and other data used versus the 2013 GAA. Furthermore, to facilitate the speedy production of designs and verification of data, the Consultant is highly encouraged to submit parts of the final draft (e.g. per section, as agreed with DBM) in tranches;



IV. DESIRED QUALIFICATIONS

1. Has a respectable track record in writing on technical subjects for public communication, with a minimum of experience of 10 years, with a portfolio of previous work that show competence in the said field;
2. Has previously worked on similar editorial projects (e.g. with DBM, 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 text which are understandable to the layman;

3. Has academic and/or other credentials in technical and creative writing;

V. BUDGET

The approved budget for this consultancy contract is **ONE HUNDRED FIVE THOUSAND PESOS (P105,000.00)**, equivalent to P7.00 per word for a maximum of 15,000 words.

VI. TERMS OF PAYMENT

The Terms of Payment shall be as follows:

1. 20 percent upon the submission and acceptance of an Inception Report;
2. 80 percent, in up to four (4) tranches, upon the submission and acceptance of key deliverables, to be mutually agreed-upon but in line with the aforementioned submission schedules of final outputs.

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

VII. FUNDING SOURCE

The proposed consultancy shall be charged against DBM funds under RA 10155 (2012 GAA).

A handwritten signature in black ink, located on the right side of the page. The signature is stylized and appears to be a cursive representation of a name.



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

NOTICE OF AWARD

November 5, 2012

Ms. SUSAN S. LARA
2654 Conchu Street
Singalong, Manila

Dear **Ms. Lara:**

Based on the Department of Budget and Management Bids and Awards Committee Resolution No. 2012-36, we are pleased to inform you that the consultancy contract for the Writing and Editorial Consultant with a contract price not exceeding One Hundred Five Thousand Pesos (P105,000.00) for period covering November 8, 2012 to February 7, 2013 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