

## CONSULTANCY CONTRACT

This contract ("Contract") is entered into this 6th day of February, 2013 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 MISAEL P. ONDONG ("the Consultant"), residing at the English Department, Silliman University, Dumaguete City 6200.

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 8<sup>th</sup> of February 2013 to the 4<sup>th</sup> of March, 2013, 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 Seventy Five Thousand Pesos (P75,000.00). 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 textual material 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. **Engagement in projects with entities other than the Client**      The Consultant may engage in other similar projects to entities other than the Client, provided that Consultant's undertaking with the Client shall not be delayed nor prejudiced on account of the other projects herein referred to.
- 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 Contact 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.
- 14. **Performance Security**      The Consultant shall post a performance security equivalent to 5% of the total contract price. The same will be returned to the Consultant after the completion of the undertaking.

FOR CLIENT:

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

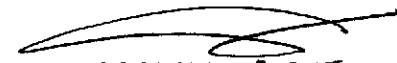
CONSULTANT:

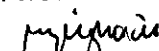
  
**MISAEAL P. ONDONG**  
*Consultant*  
 English Department, Silliman University,  
 Dumaguete City 6200



WITNESSES:

  
**CHARISSE PADERNA**

  
**MARGARET REYES**

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

*2012-11-1649-A*  
 11/15/2012

**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
MISAEEL P. ONDONG	CTC No. 24984338 TIN 171-186-476	March 23, 2012 Dumaguete City Dumaguete 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 [POSITION] was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this NOV 08 2012 **MANILA** day of \_\_\_\_\_, 2013.

Doc. No. ; 241  
Page No. ; 50  
Book No. ; 45  
Series of 2012.

*fc*  
**ATTY. FRANCISCO DELA CRUZ MIRALLA**  
NOTARY PUBLIC - MANILA  
MY COMMISSION EXPIRES ON 12-01-2015  
850 B/F GODINO BLDG.  
L.J. VILLEGAS ST., 1000 HERMITA MANILA  
OP NO. 64803-10-5-11-MANILA-2011  
TR NO. 0279486-12-2-2011 FOR-2011  
ROLL NO. 32503  
MOLE ID-0020015-8-9-2011  
ADMINISTRATION NO. 017 01

## ANNEX A

### CEBUANO TRANSLATOR 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 and publishing the **2013 People's Budget** booklet, the DBM will need a **CebuanoTranslator**, an individual project consultant who will translate the publication from English text to Bisaya (Cebuano).

The translator will be hired by the DBM for a period of six weeks, from the 3<sup>rd</sup> of December 2012 to the 11<sup>th</sup> of January, 2013, or from the day that DBM provides Translator the final draft of the English version.

#### II. SCOPE OF WORK

The translator is expected to translate the main version (in English) of the 2013 People's Budget booklet into Bisaya (Cebuano) that is accurate and palatable to ordinary Bisaya-speaking audiences. In fulfilling this, he/she is expected to closely coordinate with the Director of the DBM Regional Office VII, as well as the OSEC-Public Information Unit and/or the Communication and Advocacy Consultant (OSEC);

#### III. DELIVERABLES AND IMPLEMENTATION ARRANGEMENTS

1. Produce an accurate translation of all the texts (i.e. body text, captions, blurbs, etc.) of the main version in English of the 2013 People's Budget booklet to Bisaya (Cebuano) in a way that is understandable to ordinary audiences in terms of terminologies, vocabulary and writing style used.
2. The translator is expected to translate a 15,000-word (est.) publication within a period of six (6) weeks, with the final two (2) weeks allotted for review of the Regional Office VII Director and/or other Bisaya-speaking officials and staff of DBM and necessary revisions and proofreading.
3. He/she may opt to work off-site or in an available workstation/space in DBM provided that he/she brings his own equipment and other tools;

provided that he/she regularly consults with the Regional Office VII Director, the OSEC-Public Information unit and/or the Communication and Advocacy Consultant on the deliverables.

4. Once finalized, the translator shall proofread the manuscript, ensuring that no typographical errors are left in the final text. The final manuscript submitted to DBM under this TOR is the property of DBM and cannot be submitted, distributed to or used by any other party.

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

1. Has excellent knowledge of English and Bisaya; excellent Bisaya language skills, writing and typing skills;
2. Has expertise and/or experience in translating English texts into Bisaya and/or editing Bisaya texts in any form (i.e. book, magazine, newspaper), preferably with a portfolio of previous work;
3. Has academic and/or other credentials related to journalism, literature, language studies, and other similar fields;

#### **V. PROFESSIONAL FEE**

The translator shall be paid per word translated, with a ceiling of **FIVE PESOS PER WORD (P5.00/word)** for an estimated maximum of fifteen thousand (15,000) words; equivalent to as much as **SEVENTY-FIVE THOUSAND PESOS (P75,000)** for the whole translation work, subject to any tax obligations or deductions.

Full payment upon delivery of the final, proofread translated manuscript.

Payment for the translation work shall be based on the actual number of words (in English) translated into Bisaya (Cebuano); but in no case shall it exceed 15,000 words.



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

**NOTICE OF AWARD**

November 5, 2012

**Mr. MISAEL P. ONDONG**

English Department  
Siliman University  
Dumaguete City 6200

Dear **Mr. Ondong**:

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 Bisaya Translator for the FY 2013 People's Budget Booklet with a contract price not exceeding Seventy-Five Thousand Pesos (P75,000.00) for period covering December 3, 2012 to January 11, 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*