


CONTRACT FOR CONSULTANCY SERVICES

Between

DEPARTMENT OF BUDGET AND MANAGEMENT
Client

And

KATRINA MAY L. PUERTOLLANO
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 **KATRINA MAY L. PUERTOLLANO** ("the Consultant"), residing at Unit 16-I, The Columns, Legazpi Village, Makati City.

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:

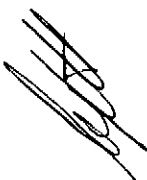
1. Services The Consultant shall perform the Services specified in Annex "A", Terms of Reference, which is made an integral part of this Contract ("the Services").

1. Term The Consultant shall perform the Services commencing _____ and continuing up to _____, coterminous with the signatory Secretary of the Client, or any other period as may be subsequently agreed upon by the parties in writing.

1. Payment For the Services rendered, the Client shall pay the Consultant an amount not to exceed the sum of Ninety Two Thousand Pesos (P92,000.00), inclusive of all taxes, subject to the terms of payment specified in the attached **BRANDING AND DESIGN CONSULTANT 2013 PEOPLE'S BUDGET BOOKLET** Terms of Reference, a copy of which is attached and made an integral part hereof as "ANNEX A".

Release of payment is subject to the submission of the Consultant of the all the deliverables enumerated in Annex A, as well as an accomplishment report, and the issuance of the Client of a Certificate of Acceptance after receipt of the abovementioned deliverables.

1. 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.



1. Performance Standards

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

1. Complaints

(a) With respect to the quality of Services rendered by the CONSULTANT, the CLIENT shall notify the CONSULTANT of any complaint or claim within seven (7) days from the rendition of the objectionable Service. The CLIENT may inform the CONSULTANT verbally or in writing about its complaint..

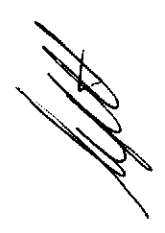
1. Confidentiality

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.

Confidential information is defined in this contract as all data, textual and numerical, and graphical representations on the 2013 National Budget prior to its enactment, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

The foregoing provisions shall not apply in any of the following instances:

- (a) If the Confidential Information, or any part thereof, is at the time of disclosure by the Consultant, already part of the public domain or has become generally available to the public, other than by reason of a breach of the terms of this Section;
- (b) If disclosure of the Confidential Information, or any part thereof, is required by competent governmental or other regulatory authorities pursuant to applicable laws and regulations in force in the Philippines; or
- (c) If the Confidential Information or any part thereof is or has been acquired by the Consultant from other persons who received such information from third persons and/or the Client but are not bound under any confidentiality agreement therewith.



- 1. Ownership of Materials** Any studies, reports, and layered files 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 materials, exclusively for record purposes.
- 1. 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.
- 1. Insurance** The Consultant shall be responsible for taking out any appropriate insurance coverage.
- 1. Assignment** The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.
- 1. 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.
- 1. 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.
- 1. 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, in accordance with the provisions of Republic Act 9184 or the Government Procurement Reform Act, its Implementing Rules and Regulations, and the above-cited guidelines.




1. 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.


The performance security shall be released to the Consultant after the Client has issued a Certificate of Acceptance to the former, subject to the following conditions:

- a) Client has no claims filed against the Consultant;
- b) Client has no claims for labor and materials filed against Consultant; and
- c) Other terms of the contract.

FOR CLIENT:


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

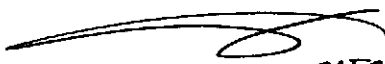
CONSULTANT:


KATRINA MAY L. PUERTOLLANO
Consultant
Unit 16-I, The Columns, Legazpi
Village, Makati City




WITNESSES:


CHARISSE PADERNA


MARGARET REYES

Funds Available:
Ignacio
ESPERANZA Q. IGNACIO
Chief Accountant

Doc 2012-11-1610-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 Certificate/ Government ID No.	TaxDate and Place Issued
FLORENCIO B. ABAD	CTC No. _____ DBM ID No. 3706	_____ Manila



KATRINA MAY L.
PUERTOLLANO

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 _____, 2012.

Doc. No. : 289
Page No. : 59
Book No. : 44
Series of 2012.

fc
ATTY. FRANCISCO DELA CRUZ MORALES
NOTARY PUBLIC - MANILA
MY COMMISSION EXPIRES ON 12-01-2014
350 G/F GODINO BLDG.
1 J. VILLEGAS ST., 1000 ERMITA MANILA
BP NO. 64803-10-5-11-MANILA-201
ITR NO. 0279486-12-2-2011 FOR-2011
ROLL NO. 32503
MCLE ID-0020015-8-9-2012
COMMISSION NO. 0121-275

[Handwritten signatures]



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

NOTICE OF AWARD

November 5, 2012

Ms. KATRINA MAY L. PUERTOLLANO

No. 38 Dao St., Mapayapa Village 3
Brgy. Pasong Tamo, Quezon City

Dear **Ms. Puertollano:**

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 Graphic and Information Design with a contract price not exceeding Ninety-Two Thousand Pesos (P92,000.00) for period covering November 8, 2012 to January 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