

BAC Copy

**CONTRACT FOR THE
ENGAGEMENT OF AN INFORMATION TECHNOLOGY BUDGET CONSULTANT**

This Contract is entered into this 18th day of April, 2013, 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

RUTH BORROMEYO-SY ("the Consultant") of legal age with principal address at 6 Hogan Street, Quezon City.

WHEREAS, the Department of Budget and Management (DBM) intends to hire a consultant to do work that is highly technical for the Office of Undersecretary Richard E. Moya, as Chief Information Officer;

WHEREAS, based on the Curriculum Vitae submitted, the Undersecretary selected Ms. Ruth Borromeo-Sy as Information Technology (IT) Budget Consultant to assess and monitor of clientele agencies for their Information and Communications Technology (ICT) budget and plans in the Medium-Term Information Communications Technology Harmonization Initiative (MITHI);

WHEREAS, under Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 April 15, 2013 and continuing through October 15, 2013, 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 Php 45,000.00. This amount has been established based on the understanding that it includes all 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 required outputs and deliverables duly accepted by Undersecretary Richard E. Moya as satisfactory and in compliance with the terms of the contract. Any change in the delivery dates shall be mutually agreed upon between Client and the Consultant.

Ruth Borromeo-Sy
1/1

	<p>C. <u>Payment Conditions</u></p> <p>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.</p>
4. Project Administration	The Consultant shall directly report to the Undersecretary Richard E. Moya for her assignments under this Contract. Undersecretary Moya 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 Consultant 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 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/arbitration in accordance with the laws of the Client's country.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

By:

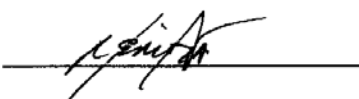

FLORENCIO B. ABAD
 Secretary

CONSULTANT

By:


RUTH BORROME-~~S~~SY
 Consultant

SIGNED IN THE PRESENCE OF:




 ATTY. **SOFIA C. YANTO**
 DIRECTOR, AS

Funds Available:
my name
ESPERANZA Q. IGNACIO
 Chief Accountant

ACKNOWLEDGMENT

Cont 2013-4-244-A
 4/12/13

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:

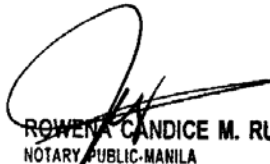
NAME	VALID ID	VALID UNTIL
FLORENCIO B. ABAD	DBM ID No. 3706 <i>CJC # 2004318</i> <i>1/23/13 - Basco, Batanes</i>	2014
RUTH BORROMEO-SY	Passport No. EB5662997 <i>CJC # 2209049</i> <i>1/31/13 - Makati City</i>	June 15, 2017

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 AN INFORMATION TECHNOLOGY BUDGET 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 18th day of April, 2013.

Doc. No. 315 ;
 Page No. 65 ;
 Book No. I ;
 Series of 2013.


ROWENA CANDICE M. RUIZ
 NOTARY PUBLIC-MANILA
 COMMISSION SERIAL NO. 2012-034
 UNTIL DECEMBER 31, 2014
 ROLL NO. 49404, LBP LRN 05140
 PTR NO. 1473602 Manila Jan. 16, 2013
 LEGAL SERVICE, DBM
 MABINI HALL, MALACANANG
 MANILA

Christie Sy

1/12

**TERMS OF REFERENCE AND SCOPE OF SERVICES
Information Technology Budget Consultant**

Background:

The hiring of a competent IT Budget Consultant is highly valuable to the Department of Budget and Management (DBM) to assist the Chief Information Officer in evaluating agencies with their ICT-related resources, programs and projects.

The Office of the Chief Information Officer (OCIO) is a unit tasked to implement transparency and accountability initiatives for budget-related information of the DBM. The OCIO facilitates collaboration of departments and agencies for planning and implementation of the national ICT plan and budget of whole government.

Work Scope and Deliverables:

1. Analyze and recommend action to the Chief Information Officer on various agency requests for release of allotment in IT purchases;
2. Advice and assist clientele agencies in the preparation of ICT budgets;
3. Monitor and coordinate the implementation of assigned ICT projects to ensure that the objectives, activities and results are accomplished in an efficient manner as set forth in the action and work plans of the projects;
4. Conducts research on assigned areas, gather and analyze data and provide policy recommendations for the office's various ICT initiatives;
5. Perform various editorial duties, writes, and reviews technical briefers, presentations and other documentary requirements for the Undersecretary's meetings and engagements;
6. Perform other related tasks as may be directed by the Undersecretary; and
7. Submit monthly accomplishment reports on the tasks assigned.

WORKING ENGAGEMENTS:

The Consultant will work closely with ICTSS and the Office of the Chief Information Officer as well as existing DBM Service Providers and other groups as assigned by DBM.

REPORTING AND EVALUATION:

The DBM CIO will evaluate the quality of work done by the Consultant on an established on-going monthly schedule to ensure the quality and relevance of the work being conducted.

Quoted by


SCHEDULING:

The Consultant will work at full time at DBM or any location/agency as reasonably assigned by the CIO of DBM.

FACILITIES:

The Consultant shall be responsible for his own account of tools of the trade (e.g. laptop) necessary for the fulfilment of his engagement as Consultant. Other facilities to be provided by the Office include a desk and availability of an internet connection as well as common office equipment and supplies needed for document production.

CONTRACT DURATION AND BUDGET:

The contract duration for the Consultant shall be for six (6) months, starting upon receipt of the Notice to Proceed. The total budget allocated for the Consultant will be PESOS: Forty-Five Thousand (Php 45,000.00) inclusive of taxes, or PESOS: Two Hundred Seventy Thousand (Php 270,000.00) total for the entire six (6) months.

TERMINATION:

Either party may terminate the engagement given a documented notice of termination/resignation at least one month before separation.

Handwritten signature

Handwritten initials



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

NOTICE OF AWARD

March 26, 2013


MS. RUTH BORROMEO-SY
6 Hogan Street, Quezon City

Dear **Ms. Borrromeo-Sy**:

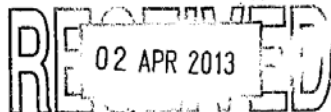
Based on the Department of Budget and Management - Bids and Awards Committee Resolution No. 2013-13, we are pleased to inform that the consultancy contract for Information Technology Budget Consultant is hereby awarded to you. The consultancy fee as determined by the Office of the Chief Information Officer shall be Forty Five Thousand Pesos (P45,000.00).


In this regard, you are hereby required to post a performance security in the amount and form provided in Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184 prior to signing of the contract.

Very truly yours,


FLORENCIO B. ABAD
Secretary

OFFICE OF THE UNDERSecretARY/CIO
RICHARD E. NIÑA



Department of Budget and Management
BY:  CONTROL NO. _____

BAC Copy



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

NOTICE TO PROCEED

April 18, 2013

MS. RUTH BORROMEO-SY
6 Hogan Street, Quezon City


Dear **Ms. Borrromeo-Sy**:

The attached Contract having been approved, notice is hereby given to you that work may commence as Information Technology Budget Consultant.

Thus, you shall be responsible for performing the services in coordination with the Office of Undersecretary Richard E. Moya of this Department under the terms and conditions of the Contract and in accordance with the Terms of Reference.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Budget and Management.

Very truly yours,


FLORENCIO B. ABAD
Secretary

I acknowledge receipt and acceptance of this Notice on: 4/18/13

Name of Representative: RUTH BORROMEO-SY

Authorized Signature: 