

**CONTRACT FOR THE ENGAGEMENT OF AN AVP PRODUCER FOR THE GOOD GOVERNANCE SUMMIT AUDIO VISUAL PRESENTATIONS (AVPs)**

NOV 08 2013

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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

**JASON EDWARD G. TARRAYO** ("the Consultant") of legal age with principal address at 32 G. Del Pilar St., AFPOVAI PH4, Fort Bonifacio, Taguig City.

**WHEREAS**, a Good Governance Summit is being organized by the DBM and the Government Procurement and Policy Board-Technical Service Office (GPPB-TSO), with the theme "Good Governance through an Open Government". The Summit is scheduled on Nov. 25-27, 2013, at the Philippine International Convention Center (PICC);

**WHEREAS**, this Summit aims to increase the awareness of the public on good governance reforms of the current administration and encourage stakeholders' support and participation in pushing forth these reforms. The participants of the Summit are senior officials from government, non-government organizations, and international development partners, such as the World Bank and Asian Development Bank;

**WHEREAS**, the updated GGAC Plan for 2013-2016 will be launched during the Good Governance Summit. The President is also invited to deliver the Keynote Speech on the first day;

**WHEREAS**, two Audio-Visual Presentations (AVPs) will be featured during the Summit that will show the accomplishments of the Aquino administration on good governance and initiatives that will be implemented for 2013-2016 outlined in the GGAC Plan. Aside from showcasing the AVPs in the Summit, they will be shown in all other activities of the GGAC Cluster;

**WHEREAS**, for this, an Audio-Visual Presentation (AVP) Producer is being hired under an individual consultancy with the DBM. The AVP Producer will be tasked to conceptualize and produce these two AVPs;

**WHEREAS**, the **CONSULTANT** have a respectable track record (minimum of two years) in AVP production, motion graphics and animation, information design and other such related fields; as well as academic and other credentials related to the project;

**WHEREAS**, the **CONSULTANT** have previously worked on similar AVP production projects with government, civil society, business sector, and other relevant fields, whose projects dealt with creatively translating technical processes and information for layman audiences; and

**WHEREAS**, under Section 53.7 of the Implementing Rules and Regulations of Republic Act 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) which is made an integral part of this Contract ("the Services").
2. **Term** The Consultant shall perform the Services commencing **November 8, 2013** and continuing up to **November 24, 2014**.
3. **Payment** For the Services rendered, the Client shall **pay the Consultant an amount not to exceed the sum of Three Hundred Fifty Thousand Pesos (P350,000.00)** inclusive of taxes for the whole duration of the contract. The Client shall pay the Consultant according to the following schedule of payments:
  - a. 40% upon submission and acceptance of storyboard for the 2 AVPs
  - b. 40% upon submission of initial draft of 2 AVPs
  - c. 20% upon submission of final renders of 2 AVPs
4. **Project Administration** The Client designates **Assistant Secretary Clare Cattleya G. Amador**, as the Client's Coordinator. The Coordinator will be responsible for supervising the activities under this Contract, and prompt payment for services rendered by the Consultant, without necessarily limiting the reporting relationship of the Consultant to the signatory for 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 six (6) months 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 or 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 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.

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.


**DEPARTMENT OF BUDGET AND MANAGEMENT**

By:

  
**FLORENCIO B. ABAD**  
*Secretary*

**CONSULTANT**

By:

  
**JASON EDWARD G. TARRAYO**  
*Consultant*

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

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

OR # 2013-10-1826-A  
10/18/13

**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
<b>FLORENCIO B. ABAD</b>	DBM ID No. 3706 CTC No. 300043118 issued on Jan. 23, 2013 at Basco, Batanes	2014 Dec. 2013
<b>JASON EDWARD G. TARRAYO</b>	CTC No. 26202150 Passport No. 15594156PHL7204014M1811283	12/12/13 11/28/18

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 **CONTRACT FOR THE ENGAGEMENT OF AN AVP PRODUCER FOR THE GOOD GOVERNANCE SUMMIT AUDIO VISUAL PRESENTATIONS (AVPs)** was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

**NOV 08 2013**

**WITNESS MY HAND AND SEAL** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Doc. No. 414 ;  
Page No. 84 ;  
Book No. 97 ;  
Series of 2013.

*Angel R. Furisima, III*  
**ATTY. ANGEL R. FURISIMA, III**  
Notary Public - Manila  
Commission No. 2013-126 until 12-31-14  
IBP No. 924925-Manila-1-15-13  
PTR No. 1416817-Manila-1-3-13  
ROLL NO. 33567  
MCLE IV # 0017337 - April 17, 2013  
U/F G/F Godino Building  
350 A.J. Villegas St., Ermita, Mla. 1000  
Tel. No. 4821764 / 3104502

**Terms of Reference:**  
**Audio-Visual Presentation (AVP) Producer for the Good Governance and Anti-Corruption (GGAC) Cabinet Cluster**

**I. Overview**

1. By virtue of Executive Order No. 43, the Cabinet was divided into five thematic clusters that correspond to the five Key Result Areas (KRAs) of the Aquino administration embodied in the Social Contract. One of the clusters identified is the GGAC Cluster, with the Department of Budget and Management (DBM) identified as its Secretariat.
2. Since its inception in 2011, the GGAC Cluster implements an Action Plan that outlines initiatives addressing the goals of the Cluster. The Plan was updated this 2013 to include new initiatives for good governance.
3. In line with this, a Good Governance Summit is being organized by the DBM and the Government Procurement and Policy Board-Technical Service Office (GPPB-TSO), with the theme "Good Governance through an Open Government". The Summit is scheduled on Nov. 25-27, 2013, at the Philippine International Convention Center (PICC).
4. The Summit aims to increase the awareness of the public on good governance reforms of the current administration and encourage stakeholders' support and participation in pushing forth these reforms. The participants of the Summit are senior officials from government, non-government organizations, and international development partners, such as the World Bank and Asian Development Bank.
5. The updated GGAC Plan for 2013-2016 will be launched during the Good Governance Summit. The President is also invited to deliver the Keynote Speech on the first day.
6. Two Audio-Visual Presentations (AVPs) will be featured during the Summit that will show the accomplishments of the Aquino administration on good governance and initiatives that will be implemented for 2013-2016 outlined in the GGAC Plan. Aside from showcasing the AVPs in the Summit, they will be shown in all other activities of the GGAC Cluster.
7. For this, an Audio-Visual Presentation (AVP) Producer is being hired under an individual consultancy with the DBM. The AVP Producer will be tasked to conceptualize and produce these two AVPs.

**II. Scope of Work and Deliverables**

1. The AVP Producer shall ensure the conceptualization, development and production of the following AVPs:

- a. The AVP on Accomplishments of the Aquino administration on Good Governance. This should showcase the following but not limited to economic growth, credit rating upgrades, anti-corruption gains, transparency initiatives, local governance initiatives, and budget reforms.
- b. The AVP on new reform initiatives included in the GGAC Action Plan. The GGAC Plan contains 31 initiatives that cover the following outcome areas: transparency, citizens' empowerment, local governance, public sector performance, and anti-corruption. The AVP should feature at least 3 initiatives per outcome area. Interviews with five Cabinet Secretaries to introduce the outcome areas will also be included, as follows:
  - Sec. Butch Abad (DBM)
  - Sec. Mar Roxas (DILG)
  - Sec. Leila de Lima (DOJ)
  - Sec. Cesar Purisima (DOF)
  - Sec. Ricky Carandang (PCDSPO)

Scheduling of interviews will be done by the DBM and will be relayed to the AVP Producer as soon as finalized with the respective agencies.

2. The AVPs to be produced should make use of motion graphics, animation, and other information graphics, combined with actual footage or photographs as may be required in the creative treatment to be taken by the AVP Producer. Prior to actual production, the AVP Producer will be required to present storyboards for approval by DBM. Each AVP should not be more than 15 minutes in length.
3. The AVP Producer is encouraged to take branding, treatment and design cues ("look and feel") as suggested by the Creative Director of the PCDSPO. The resource materials will be provided by the DBM. The AVP Producer shall ensure that all information is clearly, concisely and creatively communicated, with the general audience as well as specific stakeholders (e.g. civil society, media, international development partners, academe, etc.) in mind.
4. The AVP producer's storyboards, drafts and revisions will all be submitted to selected DBM and PCDSPO officials and staff for technical vetting and approval, as the case may be.

### III. Timeline

The duration for the development of the two AVPs is five weeks, from Nov. 8 to Nov. 24, 2013. The timetable of activities is shown below:

<i>Activity/Deliverable</i>	<i>Wk 1</i>	<i>Wk 2</i>	<i>Wk 3</i>
	<i>Nov 8-14</i>	<i>Nov 15-20</i>	<i>Nov. 21-24</i>
Data collection and development of storyboard			
Presentation of storyboard to DBM for approval			
Interviews with Cabinet Secretaries			

<i>Activity/Deliverable</i>	<i>Wk 1</i>	<i>Wk 2</i>	<i>Wk 3</i>
	<i>Nov 8-14</i>	<i>Nov 15-20</i>	<i>Nov. 21-24</i>
Post-production			
Submission of first draft			
Revision of first draft based on comments			
Submission of final renders of two AVPs			

**IV. Budget and Terms of Payment**

This contract of service will be output-based, to be compensated with the amount of three hundred fifty thousand pesos (PhP350,000). The payment will be made in three tranches, as follows:

- 40% upon submission of storyboard
- 40% upon submission of initial draft of AVPs
- 20% upon submission of final AVPs

**V. Desired Qualifications**

1. Desired candidates for the AVP Producer are those with a respectable track record (minimum of two years) in AVP production, motion graphics and animation, information design and other such related fields; as well as academic and other credentials related to the project.
2. Candidates which have previously worked on similar AVP production projects with government, civil society, business sector, and other relevant fields, whose projects dealt with creatively translating technical processes and information for layman audiences, will be given premium in the selection.



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

**NOTICE OF AWARD**

25 October 2013

**MR. JASON EDWARD GOMEZ TARRAYO**  
32 G. Del Pilar St. AFPOVAI PH4, Fort Bonifacio  
Taguig City


Dear **Mr. Tarrayo**:

We are pleased to inform that the consultancy contract for Audio Visual Presentation Producer for the Good Governance and Anti-Corruption Cabinet Cluster is hereby awarded to you with a consultancy fee of Three Hundred Fifty Thousand Pesos (P350,000.00) inclusive of taxes from November 7 to November 24, 2013.

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 (IRR) of Republic Act (R.A.) No. 9184, within ten (10) calendar days upon receipt of this Notice.

Likewise, please secure a Philippine Government Electronic Procurement System Certificate of Registration within the above-mentioned period in order for the BAC to comply with the posting requirement under Section 54.3 of the IRR of R.A. No. 9184.

Very truly yours,

  
**FLORENCIO B. ABAD**  
*Secretary*

Received   
JASON G. TARRAYO





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

**NOTICE TO PROCEED**

08 November 2013


**MR. JASON EDWARD GOMEZ TARRAYO**  
32 G. Del Pilar St. AFPOVAI PH4, Fort Bonifacio  
Taguig City

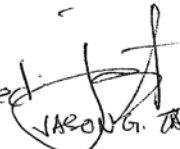
Dear **Mr. Tarrayo**:

The attached Contract having been approved, notice is hereby given to you that your work may commence as Audio Visual Presentation Producer for the Good Governance and Anti-Corruption Cabinet Cluster.

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

Very truly yours,

  
**FLORENCIO B. ABAD**  
*Secretary*

Received  
  
JASON G. TARRAYO