

CONSULTANCY CONTRACT

FEB 14 2013

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service executed and entered into this 21st day of December, 2012 in the city of Manila, Philippines, by and between:

The Department of Budget and Management represented herein by **Secretary FLORENCIO B. ABAD**, having its principal place of business at Boncodin Hall, General Solano Street, San Miguel, Manila, hereinafter referred to as the DBM;

and

CHRISTIAN E. CORONEL, of legal age, Filipino with residence at 17 Calypso Ave., Acropolis Subd., Bagumbayan, Quezon City, hereinafter referred to as the Consultant.

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 **January 2, 2013 to July 2, 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 Sixty-Nine Thousand Pesos (P69,000.00) per month. 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 the Office of Undersecretary Richard E. Moya, as 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 Secretary for the Client.
- 5. Performance** The Consultant undertakes to perform the Services with the

Standards

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 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.

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FOR THE CLIENT:

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

CONSULTANT:

et. f
MR. CHRISTIAN E. CORONEL
Consultant
17 Calypso Avenue, Acropolis Greens
Subdivision, Quezon City

Funds Available:
Ignacio
ESPERANZA Q. IGNACIO
Chief Accountant

06/11 2012-12-1917-A
12/12/2012

7

WITNESSES:

[Signature]
SOPIA C. YANTO
Director, AS

[Signature]
IVYGAIL IONG

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, this **FEB 14 2012** day of December, 2012, personally appeared

Name	Valid ID	Date and Place of Issue
FLORENCIO B. ABAD	DBM ID No. 3706 CTC No. 30036286	Valid Thru 2012, Manila 1/26/2012; Basco, Batanes
CHRISTIAN E. CORONEL	DL: N09-91-177104 CTC: 26007897	3-16-2016 4-02-2012

known to me to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page of Acknowledgment and Annex "A," and acknowledged to me that same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

Doc. No. 121;
Page No. 26;
Book No. 64;
Series of 2012.

[Signature]
ATTY. FRANCISCO DELA CRUZ MIRALLES
NOTARY PUBLIC-MANILA
MY COMMISSION EXPIRES ON 12-31-2013
350 G/F GODINO BLDG.
A. J. VILLEGAS STREET, ERMITA, MANILA 1000
IBP NO. 66803 10-5-11 MANILA 2012
PTR NO. 1407717-1-3-2013 MANILA
ROLL NO. 22503
MCLE III-0020916-8-2-11



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

NOTICE OF AWARD

December 21, 2012

CHRISTIAN E. CORONEL
17 Calypso Avenue
Acropolis Greens Subdivision
Quezon City

ORIGINAL RECEIVED

By: *Minda P. Monteclaro*
Designation: *AO II*
Office: *O/Sec. R. B. Moya*
Date: *12/21/12*

Dear Mr. Coronel:

Based on the Department of Budget and Management Bids and Awards Committee Resolution No. 2012-46, we are pleased to inform you that the consultancy contract for the Web Development, Design, and Maintenance Specialist under the Office of Undersecretary Richard B. Moya with a contract price of Sixty Nine Thousand Pesos (P69,000.00) per month, for a period of six (6) months effective January 2, 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



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

NOTICE TO PROCEED

CHRISTIAN E. CORONEL
17 Calypso Avenue
Acropolis Greens Subdivision
Quezon City

Dear **Mr. Coronel:**

The attached Contract Agreement having been approved, notice is hereby given to you that your work may commence as "Web Development, Design, and Maintenance Specialist".

Accordingly, you shall be responsible for performing services for 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 in the space provided below, in two copies. 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: FEB. 14, 2013

Name of Consultant and/or Representative: CHRISTIAN E. CORONEL

Authorized Signature: 