



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

**6. Complaints** 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.

**7. 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.

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 government 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.

**8. 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.

**9. 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.

**10. Insurance** The Consultant shall be responsible for taking out any appropriate insurance coverage.

**11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.

*Approved*  
*mba*  
*na*

- 12. 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.
- 13. 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.
- 14. 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 No. 9184 or the Government Procurement Reform Act, its Implementing Rules and Regulations, and the above-cited guidelines.
- 15. 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:

CONSULTANT:

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

*NCCM*  
**NELIA C. VILLEZA**  
*Consultant*  
 16 Corallily, Lillesville, Camarin, Caloocan City

WITNESSES:

WITNESSES:

*M. B. Aruta*  
MAGDALENA B. ARUTA

*MA. CYNTHIA O. SAN SEBASTIAN*  
MA. CYNTHIA O. SAN SEBASTIAN

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

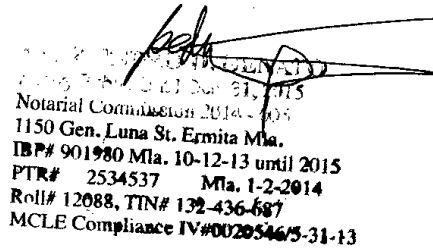
Name	Community Tax Certificate/ Government ID No.	Date and Place Issued
FLORENCIO B. ABAD	CTC No. 201221506008 DBM ID No. 3706	January 30, 2014 Manila
NELIA C. VILLEZA	Government Issued ID No. <u>PRC 03241956</u>	<u>January 16, 2012</u> <u>Manila</u>

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 CAPACITY BUILDING OF DBM PUBLIC SECTOR INTERNAL AUDIT was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of JUN 2014, 2014.

Doc. No. 666  
Page No. 134  
Book No. 22  
Series of 2014.

  
Notary Public for and in the City of Manila, Philippines  
Notarial Commission 2014-2015  
1150 Gen. Luna St. Ermita Mla.  
IBP# 901980 Mla. 10-12-13 until 2015  
PTR# 2534537 Mla. 1-2-2014  
Roll# 12088, TIN# 132-436-687  
MCLE Compliance IV#0020546/5-31-13

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REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GEN. SOLANO ST., SAN MIGUEL, MANILA

NOTICE OF AWARD

09 June 2014

**MS. NELIA C. VILLEZA**  
16 Corallily, Lillesville, Camarin,  
Caloocan City


Dear Ms. Villeza :

We are pleased to inform you that the consultancy contract for Capacity Building of DBM Public Sector Internal Audit is hereby awarded to you with a consultancy fee of Five Hundred Forty Thousand Pesos (P540,000.00) inclusive of taxes from June 16 to December 15, 2014.

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 Electronic Procurement System Certificate of Registration within the above-mentioned period in order for the Bids and Awards Committee (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 by :  
Nelia C. Villeza  
Nelia C. Villeza 6/10/14



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GEN. SOLANO ST., SAN MIGUELMANILA

NOTICE TO PROCEED

16 June 2014

**MS. NELIA C. VILLEZA**  
16 Corallily, Lillesville, Camarin,  
Caloocan City

Dear Ms. Villeza :

The attached Contract having been approved, notice is hereby given to you that your work may commence as Consultant for the Capacity Building of DBM Public Sector Internal Audit.

Thus, you shall be responsible for performing the services in coordination with the Internal Audit Service Office 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 by:

*N. Villeza*  
Nelvia C. Villeza 6/16/14