CONTRACT FOR THE ENGAGEMENT OF A CONSULTANT FOR THE DOCUMENT MANAGEMENT SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is executed and entered into by and between the following:

The DEPARTMENT OF BUDGET AND MANAGEMENT ("the Client"), a government institution created under Executive Order No. 25, as amended and operating under Executive Order No. 292, with principal address at the General Solano Street, San Miguel, Manila, represented herein by Secretary FLORENCIO B. ABAD; and

Mr. GEORGE V. SOTELO ("the Consultant"), of legal age, Filipino, with residence address at 162B Labao St., Napindan, Taguig City.

WITHNESSETH:

WHEREAS, the Client wishes to have the Consultant perform certain services and the Consultant is willing to provide or perform said services;

NOW, THEREFORE, The Parties hereby 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 commencing APR 1 0 2011 and continuing up to memory secretary of the Client, but in no case shall exceed the term of the latter.

3. Payment

For the Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Two Hundred Thirty-Four Thousand Pesos (P234,000.00) for the whole duration of the contract. 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.

The release of payment is subject to the submission of the outputs and deliverables required in Annex A as certified by the signatory Secretary of the Client or his duly authorized representative. Any change in the delivery dates shall be mutually agreed upon in writing between the Client and the Consultant.

4. Project Administration

The Consultant designates Director Sofia C. Yanto as Client Coordinator. The Coordinator 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, without necessarily limiting the reporting relationship of the Consultant to the signatory Secretary of the Client.

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 disclose any propriety or confidential information relating to the Services, this Contract or the Client's business or operations, without the prior written consent of the signatory Secretary of the Client or his duly authorized representative.

Confidential Information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

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

- a) If the Confidential Information, or any part thereof, is at the time of disclosure of the consultant, already a part of public domain or has become generally available to the public, other than by reason of a breach of the terms of this Contract; or
- 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.

7. Ownership of Materials

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under this 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.

Engagement in Similar Projects

The Consultant may engage in similar projects to entities other that the Client, provided that the Consultant's commitment with the Client shall not be delayed nor prejudiced on account of other projects herein referred to.

9. Insurance

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

10. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it without the signatory Secretary of the Client or his duly authorized representative's prior written consent. 11. Law Governing Contract

The Contract shall be governed by the laws of the Philippines.

12. Dispute Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the Client and the Consultant, shall be referred to adjudication or arbitration, in accordance with the laws of the Philippines.

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 the intended effectivity date of termination.

14. Performance Security The Performance Security posted by the Consultant shall be returned to the same upon issuance by the signatory Secretary of the Client or his duly authorized representative of a Certificate of Acceptance to the former.

IN WITNESS WHEREOF, both parties have hereunto set their hands and affixed their signatures:

FOR THE CLIENT:

THE CONSULTANT:

HON. FLORENCIO B. ABAD

Secretary

GEORGE V. SOTELO

Document Mngt. System Consultant

WITNESSES:

RICHARD €. MOYA Undersecretary, DBM ATT SOFIA YANTO

Funds Available:

Mirumado PETANZÍA O. IGMACIO - Chief Accountant

106R# 2014-4-660-A

4/7/2014

ACKNOWLEDGEMENT

) S.S.

REPUBLIC OF THE PHILIPPINES)
City of Manila) S

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BEFORE ME, a Notary Publ	lic in the City of Manila, appear	ed the following:
Name	Gov't-Issued ID and CTC Nos.	Date and Place Issued, and Validity Period
Hon. Florencio B. Abad	Passport No. DE0002443 CTC No. 201221506008	11/27/2012; Manila Valid until 11/26/2017 1/30/2014; Basco, Batanes
George V. Sotelo	Passport No. EB8593196	Valid until 7/7/2018
	CTC No. 001201900132355	1/18/2014; City of Taguig
	knowledged to me that same i	who executed the foregoing s their free and voluntary act
IN TESTIMONY WH notarial seal this day o	IEREOF, † have hereunto se	et my hand and affixed my
Doc. No; Page No; Book NoXX/L; Series of 2014.	ATTY. AGUSTIN B. Notary P blyd for Notarial Communication Until December 3 Rm. 409, Fwst United Escolta, Mar Roll No. 260 PTR No. 2450249 / 1-6 IBP Life Membel MCLE No. IV 00	lo, 2013-10 1, 2614 Bidg. Co Bidg. Co 147 147 Manite 05097



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD.

MR. GEORGE V. SOTELO 162B Labao St., Napindan Taguig City

Dear Mr. Sotelo:

We are pleased to inform you that the Contract for the Document Management System Consultant is hereby awarded to you with a total consultancy fee of Two Hundred Thirty-Four Thousand Pesos (P234,000.00), inclusive of taxes.

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 (RA.A.) No. 918.

Likewise, kindly secure a Philippine Government Electronic Procurement System Certificate of Registration in order for the BAC to comply with the posting requirement under Section 54.3 of the Implementing Rules and Regulations of Republic Act. No. 9184.

Very truly yours,

FLORENCIO B. ABAD Secretary

By:
Designate
Date: APR 0 8 2014)



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

MR. GEORGE V. SOTELO 162B Labao St., Napindan Taguig City

Dear Mr. Sotelo:

Notice is hereby given to you to commence your work as Document Management System Consultant, effective the receipt of this notice.

Thus, you shall be responsible for performing the services under the terms and conditions of the Contract, in coordination with Dir. Sofia C. Yanto of the Administrative Service, this Department.

Very truly yours,

FLORENCIO B. ABAD

Secretary

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