

**CONTRACT FOR THE
ENGAGEMENT OF A TECHNICAL WRITER CONSULTANT**

This Contract is entered into this 10th day of May, 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

HAYDEE G. BELLOSILLO ("the Consultant") of legal age with principal address at Charlie Street, Orientville Subdivision, Molino, Bacoor, Cavite.

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 Mario L. Relampagos, as Head for the Support Cluster of Task Force Pablo;

WHEREAS, based on the Curriculum Vitae submitted, the Undersecretary selected Ms. Haydee G. Bellosillo as Account Management Teams (AMTs) – Technical Writer Consultant to prepare a consolidated report that will document the experiences learned and draw conclusions/lessons from the AMTs;

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 May 1, 2013 and continuing through October 31, 2013, or any other period as may be subsequently agreed by the parties in writing.
3. Payment	<p>A. Ceiling For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Php 35,000.00. 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.</p> <p>B. Schedule of Payments The monthly fee shall be paid only upon submission of the required outputs and deliverables duly accepted by Undersecretary Mario L. Relampagos 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.</p>

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	<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>
<p>4. Project Administration</p>	<p>The Consultant shall directly report to the Undersecretary Mario L. Relampagos for her assignments under this Contract. Undersecretary Relampagos 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.</p>
<p>5. Performance Standards</p>	<p>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p>
<p>6. Confidentiality</p>	<p>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.</p>
<p>7. Ownership of Material</p>	<p>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.</p>
<p>8. Consultant Not to be Engaged in Certain Activities</p>	<p>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.</p>
<p>9. Insurance</p>	<p>The Consultant will be responsible for taking out any appropriate insurance coverage.</p>
<p>10. Assignment</p>	<p>The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.</p>
<p>11. Law Governing Contract and Language</p>	<p>The Contract shall be governed by the laws of the Philippines, and the language of the Contract shall be in English.</p>
<p>12. Dispute Resolution</p>	<p>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.</p>

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

By:



FLORENCIO B. ABAD

Secretary

CONSULTANT

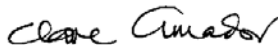
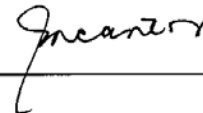
By:



HAYDEE G. BELLOSILLO

Consultant

SIGNED IN THE PRESENCE OF:

Funds Available:
Miyumada
ESPERANZA Q. IGNACIO
Chief Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

Doc # 2817-5-765
5/10/13

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 CTC # 30043118 1/23/13 - Pasco, Batanes	2014
HAYDEE G. BELLOSILLO	TIN 204969746 CTC # 02801921	5/11/13 - Bacoor, Cavite

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 ACCOUNT MANAGEMENT TEAMS – TECHNICAL WRITER CONSULTANT** was signed by the parties, and signed/initialled by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 10th day of May, 2013.

Doc. No. 320 ;
Page No. 66 ;
Book No. I ;
Series of 2013.


ROWENA CANDICE M. RUIZ
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2013-034
UNTIL DECEMBER 31, 2014
ROLL NO. 49404, LBP LRN 09140
PTR NO. 473602, Manila, Jan. 16, 2013
LEGAL SERVICE, DBM
MABINI HALL, MALACANANG
MANILA

Signature



TERMS OF REFERENCE

Account Management Teams (AMTs) – Technical Writer Consultant

I. Background for the Project

The government's fiscal performance is measured against the disbursement program approved by the Development Budget Coordination Committee (DBCC) at the start of the year. Ideally, the program should reflect the consolidated spending schedules of individual departments/agencies and be synchronized with the growth targets.

Figures/statistics on government's disbursement performance, however, show a low-level of agency spending, such that disbursements arising from NCA issuances, for example, are short of target for the most part of the First Quarter of 2012. The situation calls for an in-depth look into the under-spending and to bring it to the spending levels approved by the DBCC before it becomes a hindrance to growth.

As the Expenditure Manager of the government, the Department of Budget and Management (DBM), which chairs the DBCC, is responsible for operational efficiency and for prudent fiscal management. It is tasked to enhance the capabilities of implementing departments/agencies not only to deliver adequate and quality public goods and services, but also to enable them to spend their approved budgets consistent with the DBCC's quarterly and annual (full-year) expenditure program.

With these responsibilities in mind, the DBM created the Account Management Teams (AMTs) to determine the causes of government's under-spending and to address them.

II. Objectives

The objective is to align the levels/rates of spending with DBCC's quarterly/yearly disbursement program and to support growth targets.

III. Scope of Services

- To be aware of subsequent meetings/discussions but not limited to other similar activities and to gather relative documents for utilization of information derived as for the familiarity of the study;
- Validate findings of AMTs through interviews of officials/employees of department concerned and others involved in the study as well as by observation of ongoing processes/procedures that impinge on the financial/target performance of these agencies;
- Document, with the AMTs, these processes/procedures observed, the problems encountered, the issues identified, and the solutions formulated;
- Draft a year-end report (from the submissions of the different AMTs) to record these processes/procedures, problems/issues, and solutions/recommendations for consideration of DBM management;
- Prepare a final report, inputting therein comments/suggestions of management as well as the reaction from departments concerned.

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Qualification Requirements

Master's Degree in Public Administration, Communications, or any allied course/related field, with some experience in technical writing/editing and/or consultancy work on technical reports and similar areas of expertise. Previous work on budget management is an advantage.

V. Project Duration

Six (6) months (subject to renewal when needed)

VI. Terms of Delivery

Deliverables	Delivery Schedule
First draft – Validation/re-writing of the AMT's Initial Report (Executive Summary)	Within 30 days upon signing of contract
2012 Final Report (a consolidation of individual reports of the various AMT's) with inputs/comments from the DBM management/department concerned already incorporated into it.	End of May 2013
Documentation of the 2013 activities /meetings of the AMT.	Every meeting
Prepare AMT's executive summary report for 2013	December 2013

VII. Payment Schedule

Payable every end of the month

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

NOTICE OF AWARD

APR 15 2013

MS. HAYDEE G. BELLOSILLO
Charlie Street, Orientville Subdivision
Molino, Bacoor, Cavite

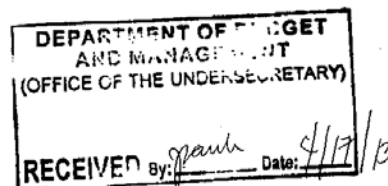
Dear **Ms. Bellosillo**:

Based on the Department of Budget and Management - Bids and Awards Committee Resolution No. 2013-14, we are pleased to inform you that the consultancy contract for Account Management Teams – Technical Writer Consultant is hereby awarded to you with a monthly fee of Thirty Five Thousand Pesos (P35,000.00) 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 of Republic Act No. 9184, within ten (10) calendar days upon receipt of this notice.

Very truly yours,

FLORENCIO B. ABAD
Secretary





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

NOTICE TO PROCEED

MS. HAYDEE G. BELLOSILLO
Charlie Street, Orientville Subdivision
Molino, Bacoor, Cavite

Dear **Ms. Bellosillo**:

The attached Contract having been approved, notice is hereby given to you that work may commence as Account Management Teams – Technical Writer Consultant.

Thus, you shall be responsible for performing the services in coordination with the Office of Undersecretary Mario L. Relampagos 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

5/2/13