

**CONTRACT FOR THE ENGAGEMENT OF AN
ORGANIZATIONAL DEVELOPMENT AND STRATEGIC PLANNING
CONSULTANT FOR THE DBM STRATEGIC PLANNING ACTIVITIES**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency, with address at the Boncodin Hall, DBM Compound, San Miguel, Malacañang Complex, Manila, herein represented by **MS. LAURA B. PASCUA**, Undersecretary, hereinafter referred to as the "**First Party**";

and

HUMAN RESOURCE INNOVATIONS AND SOLUTIONS, INC., an organization and human resource development firm with office address at Suite M3, Seven East Capitol Building, 7 Seven East Capitol Drive, Barrio Kapitolyo, Pasig City, herein represented by **MR. RAMON S. MEDINA**, President, hereinafter referred to as the "**Second Party**";

WITNESSETH:

WHEREAS, the **First Party**, through a planning workshop in 2010, laid out the vision, mission and broad strategies that will guide the direction of the Department from 2011 to 2016;

WHEREAS, new reform initiatives in expenditure management have been introduced and implemented by the **First Party** since the planning workshop;


WHEREAS, the **First Party** developed a concept/idea called, "The DBM: 100% Performance Leadership, 100 Years Hence", to fulfill the vision of becoming the performance leader of the Philippine Government, and to jumpstart the transformation of the DBM into a Performance Leader and a Learning Organization, the **First Party** finds it necessary to redefine the DBM's plans and programs in the coming years, and to develop a shared understanding of the vision, mission and core values of the Department;

WHEREAS, the **First Party** finds it necessary to incorporate these new thrusts and priorities to the multi-year strategic plan of the Department;

WHEREAS, the **First Party** hereby engages the services of the **Second Party** as service provider for the review and enhancement of its internal planning process, design and facilitation of a planning workshop and design of a communications rollout plan;

WHEREAS, the **Second Party** possesses the experience and skills required to provide the expertise described herein and has signified the intention to be engaged as service provider needed by the **First Party**, which the latter has accepted;

NOW WHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, hereby agree as follows:



1. Terms of Employment

The employment of the **Second Party** shall commence on the 3rd week of February 2013 and terminate on the last week of March 2013, subject to extension at the option of the **First Party**.

It is understood that this contract does not create an employer-employee relationship between the **First Party** and the **Second Party**, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the **First Party**.

The **Second Party** shall not assign this Contract or sub-contract any portion of it without the **First Party's** prior consent.

2. Deliverables

The **Second Party** shall deliver the following outputs during the contract period:

Deliverable	Timeline
Inception Report	Week 1
Reviewed/refined planning framework and templates	Week 2
Pre-strategic planning activities with functional groups	
Strategic planning workshop process design	Week 3
Facilitation of strategic planning workshop Draft 2013 Business Plan	Week 4
Strategic Plan cascading plan and communications strategy	Week 5
User-friendly planning guide for the units and individuals	
Final Report, which would include documentation of the activities completed; the monitoring and evaluation system and the recommendations on how to improve the planning culture in the Department	Week 6

3. Duties and Responsibilities

The **Second Party** shall:

- a) Gather data from key people from DBM prior to the planning session;
- b) Draft a business planning framework based on the gathered data and subject to DBM's approval;

- c) Facilitate Corporate Planning Workshop and to assist in the development of the 2013 Business Plan;
- d) Design a communications strategy for DBM for the cascading of the Strategic / Business Plans; and
- e) Submit documentation reports and recommendations to enhance the planning culture.

The **First Party** shall:

- a) Provide the venue for the conduct of the program;
- b) Ensure attendance of the targeted participants to the workshop;
- c) Arrange for the schedule of one-on-one interviews and focus group discussions with the Secretary, Undersecretaries, Assistant Secretaries, and the Directors;
- d) Provide for equipment, supplies and materials to be used during the workshop;
- e) Provide for meals and snacks during the duration of the workshop; and
- f) Provide for the transportation, accommodation and meals for the participants, and consultant and his/her project team.

4. Confidentiality Clause

The **Second Party** and his/her project team shall respect and honor the First Party's policy on privacy and confidentiality of all information accessed during the project and agree not to disclose and/or reproduce, distribute any company information for any reason whatsoever without the prior written consent of the **First Party**.

5. Governing Laws and Jurisdiction

This agreement shall be governed by and construed under the laws of the Republic of the Philippines. Should there be a court action instituted for the purpose of enforcing the provisions of this agreement, it is hereby agreed that the venue of action shall be the proper courts of the City of Manila, Philippines.

6. Safety Clause

Neither the **First Party** nor the **Second Party** shall in any way be responsible or be held liable for cancellations and postponements due to causes beyond its control. Examples of these are Acts of God or the public enemy, civil war, insurrection or riots, fires, floods, explosions, earthquakes, epidemic or quarantine restrictions, strikes, boycotts or labor disputes. However, the parties will agree to new dates to make up for such cancellations or postponement which shall not subject the **First Party** to any additional cost.

The **Second Party** and his/her project team shall not be liable for, and the **First Party** agrees to release and undertakes to defend, indemnify, and hold free and harmless the **Second Party**, and his/her project party

from and against any and all damages to or losses of property or injury to or death of or any damages sustained or suffered by the participants from the First Party or third parties including cost and expenses except such as may be caused by the negligence or willful misconduct of the **First Party**, its directors, facilitators, resource persons or employees.

7. Payment

The **Second Party** shall be paid the amount of **Four Hundred Ninety Five Thousand Pesos (P495,000.00)** Vat-Inclusive. Thirty percent (30%) of the contract price is payable within ten (10) calendar days from signing of the contract and upon the **First Party's** acceptance of the Inception Report submitted by the **Second Party**; the remaining 70% upon the **First Party's** acceptance of the final report submitted by the **Second Party**.

Payment Schedule	Output	Amount
Seven calendar days upon Signing of the Contract	Inception Report	Php 148,500.00
Upon the First Party's acceptance of the final report submitted by the Second Party	Planning Framework and Templates Strategic Planning Workshop Draft Business Plan for 2013 Communications Strategy Unit and Individual Action Planning Guide Final Report (with recommended M&E system)	Php 346,500.00
TOTAL		Php P495,000.00

This contract shall expire on **31 March 2013**. If the project is not concluded as of this date, **both parties** shall re-negotiate and agree on its extension until all deliverables shall have been completed at no extra cost to the **First Party**.

8. Contract Expiration

Notwithstanding any of the foregoing in the event that the **Second Party** breaches any of its obligations and responsibilities including its representations and warranties, as provided in this Agreement, the **First Party** shall have the right to immediately terminate this Agreement

without incurring any penalties and with the right to reimbursement for any unused portion of the investment paid. The **First party**, therefore, shall be liable only for actual cost of the services or investment as of the date of termination.

9. Termination

Both parties have fully discussed the terms and conditions of this Agreement and had sufficient opportunity to negotiate the same. The **First Party** therefore accepts the above terms and conditions, and also acknowledges that this Agreement and its terms and conditions are printed for the purpose of convenience of the parties. **Both parties** hereby unconditionally waive any defense or cause of action that may be raised due to the form of this Agreement.

10. Goodwill Clause

Both parties have fully discussed the terms and conditions of this Agreement and had sufficient opportunity to negotiate the same. The **First Party** therefore accepts the above terms and conditions, and also acknowledges that this Agreement and its terms and conditions are printed for the purpose of convenience of the parties. **Both parties** hereby unconditionally waive any defense or cause of action that may be raised due to the form of this Agreement.

IN WITNESS WHEREOF, both Parties have hereunto set their hands this 21st day of February at Manila.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

**HUMAN RESOURCE INNOVATIONS
AND SOLUTIONS, INC.**

By:

By:



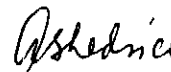
LAURA B. PASCUA
Undersecretary
(First Party)

RAMON S. MEDINA
President
(Second Party)

Signed in the Presence of:



GIL P. MONTALBO
Assistant Secretary



ANGELICA REDRICO
MANAGER

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF PASIG CITY) S.S.**

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

<u>NAME</u>	<u>COM. TAX CERT. NO.</u>	<u>DATE/PLACE ISSUED</u>
Laura B. Pascua	DBM ID #0072	
Ramon S. Medina	(SSS # 07-1572952-4) XXV396433	1/29/2010 - DFA MANILA

known to me and to me known to be the same persons who executed the following instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument refers to a Contract of Service consisting of six (6) pages signed on all pages by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 21 ^{FEB} day of February 2013 at Manila.

Doc. No. 109;
Page No. 29;
Book No. 9;
Series of 2013.

ATTY. RAMON L. CARPIO
NOTARY PUBLIC FOR PASIG CITY
NO.: 2A WEST CAPITOL DRIVE
KAPITOLYO, PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2014
PTR NO. 841010/01/02/13 PASIG CITY
IBP LIFETIME NO.: 888475/PASIG CITY
ROLL OF ATTORNEY'S NO. 22172
MCLE NO: IV-0006300/6/19/12 PASIG CITY



REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

NOTICE OF AWARD

11 February 2013

Mr. RAMON S. MEDINA
Suite M3, Seven East Capitol Building
#7 Seven East Capitol Drive
Barrio Kapitolyo, Pasig City

Dear Mr. Medina:

We are pleased to inform you that the contract for the project "Strategic Planning" is hereby awarded to you in the amount of Four Hundred Ninety Five Thousand Pesos (Php 495,000.00), inclusive of applicable taxes.

Please coordinate with the Corporate Planning and Reforms Service (CPRS) for the signing of the contract and the necessary implementation/execution of this project.

Thank you very much.

Very truly yours,


LAURA B. PASCUA
Department Undersecretary



REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

NOTICE TO PROCEED

15 February 2013

Mr. RAMON S. MEDINA
Suite M3, Seven East Capitol Building
#7 Seven East Capitol Drive
Barrio Kapitolyo, Pasig City

Dear Mr. Medina:

This is to inform you that performance of the obligations specified in the attached Contract for the "Strategic Planning" shall commence upon receipt of this Notice.

Very truly yours,


LAURA B. PASCUA
Department Undersecretary

Received by:

Ms. Azu / Feb. 21, 2013
(Print name/signature and date received)