

**CONTRACT FOR THE ENGAGEMENT OF A
BRANDING AND INSTITUTIONAL IDENTITY CONSULTANT**

This contract ("Contract") is entered into this 23rd day of January, 2014 by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT ("the Client") represented herein by **Secretary FLORENCIO B. ABAD**, of legal age, having its principal place of business at Boncodin Hall, General Solano Street, San Miguel, Manila, and

BRIAN U. TENORIO ("the Consultant"), of legal age with principal address at 6B Geneva St., Provident Village, Marikina City, 1804

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 "B", Terms of Reference, which is made an integral part of this Contract ("the Services").

2. Term

The Consultant shall perform the Services commencing THE 23rd of January 2014 and continuing up to the 25th of April 2014, 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 Three Hundred and Fifty Thousand Pesos (P350,000.00), inclusive of all taxes, subject to the terms of payment specified in the attached BRANDING AND INSTITUTIONAL IDENTITY CONSULTANT Terms of Reference, a copy of which is attached and made an integral part hereof as "ANNEX B".

Release of payment is subject to the submission of the Consultant of the all the deliverables enumerated in Annex B, as well as an accomplishment report, and the issuance of the Client of a Certificate of Acceptance after receipt of the abovementioned deliverables.



4. Project Administration

The Client designates **Francis Y. Capistrano** as Client's Coordinator. The Coordinator will be responsible for supervising the activities under this Contract, and prompt



payment of services rendered by the Consultant, without necessarily limiting the reporting relationship of the Consultant to the signatory Secretary of the Client.

5. Performance Standards

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

6. Complaints

(a) 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.

Confidential information is defined in this contract as 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 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 governmental 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.

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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.

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

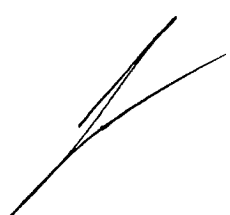
The Client or the Consultant may extra-judicially terminate this Contract for any reason by notifying the other party, in writing, one (1) month prior to intended termination of the Contract, in accordance with the provisions of Republic Act 9184 or the Government Procurement Reform Act, its Implementing 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:

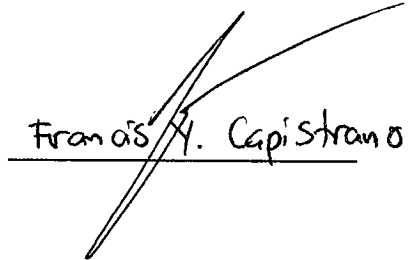

HON. FLORENCIO B. ABAD

Secretary of Budget and Management
Gen. Solano St, San Miguel, Manila


BRIAN U. TENORIO

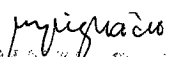
Consultant
6B Geneva St., Provident Village,
Marikina City, 1804

WITNESSES:


Francis A. Capistrano


GEN. A. MAGLIANO

FUNDS Available:


EUSEBIO Q. IGNACIO
Chief Accountant

OR # 2014-01-0020

1/11/2014

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. <u>201221506008</u> DBM ID No. 3706	<u>1-30-2014</u> Manila
BRIAN U. TENORIO	<u>CC1 2011 35555073</u> <u>TIN 208 004 882</u>	<u>MARIKINA 5/23/13</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 BRANDING AND INSTITUTIONAL IDENTITY CONSULTANT was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this JAN 23 2014 day of _____, 2014.

Doc. No. 376;
Page No. 74;
Book No. 20;
Series of 2014.

Ronald C. Ching
ATTY. RONALD SEGUNDINO C. CHING
 NOTARY PUBLIC
 ADMIN. NO. 2015010
 UNTIL DEC. 31, 2014
 PTR NO. 34567168 / 1-2-14 M.L.A.
 IBP NO. 928492 / 12-10-13 M.L.A.
 ROLL NO. 54800, BINONDO M.L.A.
 MCLE COMPLIANCE NO. 11-0016300

[Handwritten signature]

[Handwritten signature]



Official Receipt
of the
Republic of the Philippines

Nº 1901995 M

Date Jan. 23, 2014

Agency DBM Fund

Payor Brian Tanorio

Nature of Collection	Account Code	Amount
<u>Payt. of performance bond for consultancy services</u>		<u>17,500.-</u>
TOTAL		₱ 17,500.-

Amount in Words seventeen thousand five hundred pesos only

<input checked="" type="checkbox"/> Cash	Drawes Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Received the amount stated above.

Lourdes T. Sia
LOURDES T. SIA
Chief, Cash Division, AS

NOTE: Write the number and date of this receipt on the back of check or money order received.



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

NOTICE OF AWARD

20 January 2014

MR. BRIAN TENORIO

6B Geneva St., Provident Village,
Marikina City, 1804


Dear Mr. Tenorio:

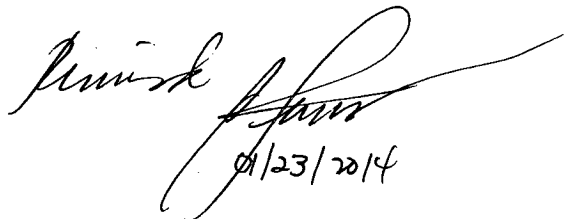
We are pleased to inform you that the consultancy contract for Branding and Institutional Identity is hereby awarded to you with a consultancy fee of Three Hundred and Fifty Thousand Pesos (P350,000.00) inclusive of taxes from January 15 to April 25, 2014.

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


01/23/2014



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

NOTICE TO PROCEED

23 January 2014

MR. BRIAN TENORIO


6B Geneva St., Provident Village,
Marikina City, 1804

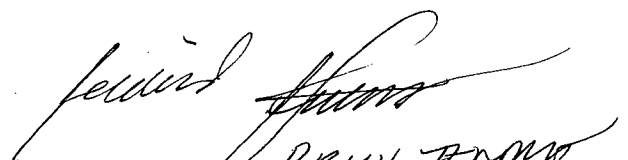
Dear Mr. Tenorio:

The attached Contract having been approved, notice is hereby given to you that your work may commence as Branding and Institutional Identity Consultant.

Thus, you shall be responsible for performing the services in coordination with the Office of the Secretary 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


Brian Tenorio
01/23/2014