

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. 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.

8. Engagement in Similar Projects The Consultant may engage in similar projects to entities other than 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 sub-contract 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:

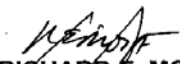
FOR THE CLIENT:

THE CONSULTANT:

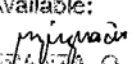

HON. FLORENCIO B. ABAD
 Secretary


GEORGE V. SOTELO
 Document Mngt. System Consultant

WITNESSES:


RICHARD E. MOYA
 Undersecretary, DBM


ATTY. SOFIA C. YANTO
 Director IV, DBM

Funds Available:

ESPERANZA Q. IGNACIO
 Chief Accountant

Doc# 2014-4-660-A
 4/7/2014

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.**

BEFORE ME, a Notary Public in the City of Manila, appeared 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 CTC No. <u>CC1201300132355</u>	<u>Valid until 7/7/2018</u> <u>1/18/2014 ; City of Taguig</u>

known to me and to me known to be the same persons who executed the foregoing Contract of Service and acknowledged to me that same is their free and voluntary act and deed, and of the entities they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of APR 10 2014

Doc. No. 2 ;
Page No. 2 ;
Book No. XXII;
Series of 2014.

ATTY. AGUSTIN B. CABREDO
Notary Public for Manila
Notarial Commission No. 2013-107
Until December 31, 2014
Rm. 409, First United Bldg. Co
Escolta, Manila
Roll No. 26047
PTR No. 2450249 / 1-2-14 / Manila
IBP Life Member 05087
MCLE No IV 0006822



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 (R.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



RECEIVED

By: 
Designated
Official
Date: **APR 08 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



ORIG. COPIES

By: *JH*
Designation:
Office:
Date: **APR 10 2014**