



8 March 2013

MS. MA. ESPERANZA M. ESPINO
Information Technology Consultant

NOTICE OF AWARD

Dear **Ms. Espino:**

We would like to inform you that your proposal dated 22 January 2013 for the consultancy services for the Development of HUDCC's Information System Strategic Plan 2013-2017 in the amount of PhP388,000.00 has been approved and accepted.

Thank you.

Very truly yours,

CEC
CECILIA S. ALBA
Secretary General *AS*

Conforme:

EM Espino
MA. ESPERANZA M. ESPINO

Date: *8/15/2013*

CONTRACT FOR PROFESSIONAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT**, entered into this APR 05 2013 day of March 2013 at Makati City, Philippines, by and between:

The **HOUSING AND URBAN DEVELOPMENT COORDINATING COUNCIL**, a government agency created and existing by virtue of Executive Order 90, s. 1986, with office and postal address at 15th Floor, BDO Plaza Building, Paseo de Roxas Avenue, Makati City, represented herein by its Secretary-General, **USEC. CECILIA S. ALBA**, and hereinafter referred to as the "**HUDCC**";

- and -

MS. ESPERANZA M. ESPINO, Filipino, married with residence address at U306 MC 15, PDS Village, C5 Rd, Taguig City, Philippines and hereinafter referred to as the "**CONTRACTOR**."

- WITNESSETH: That -

The HUDCC is desirous to hire Consultancy Services for the Development of HUDCC's Information System Strategic Plan 2013-2017;

The HUDCC allocated a budget in the amount of Four Hundred Thousand Pesos (Php400,000.00) for the Development of its Information System Strategic Plan, as reflected in the GAA of 2013.

The CONTRACTOR has the expertise and track record for the above-mentioned activity, and has manifested that she has the capability to successfully carry out the said task in accordance with the terms and conditions hereinafter set forth.

The HUDCC, in compliance with the relevant laws, rules and regulations has awarded the Project to the contractor, after having found her bid in the amount of Three Hundred Eighty Eight Thousand Pesos (Php388,000.00) as the single calculated and responsive bid; and

NOW, THEREFORE, for and in consideration of the foregoing premises herein contained, the **PARTIES** have reached the following Contracts/understanding, viz:

I. **The Project** - The Project shall be formally referred to as the:

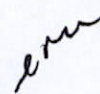

"DEVELOPMENT OF HUDCC'S INFORMATION SYSTEM STRATEGIC PLAN 2013-2017"

II. **Duties and Responsibilities of the CONTRACTOR** - The CONTRACTOR agrees to perform the duties and responsibilities specified in the attached "Terms of Reference (TOR)", which is hereby incorporated hereto as an integral part of this Contract (Annex "A").

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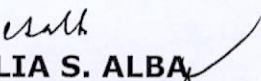
Received by:
Cathy
4/25/13

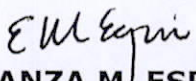
- III. **Expected Output** - The CONTRACTOR shall deliver the following output to the HUDCC.
- a. Project Inception Report
 - b. Project Management Plan
 - c. Information Systems Framework and Strategies
 - d. IT Architecture
 - e. Systems Development and Investment Program
 - f. IT Strategic System Plan (ISSP) documents
- IV. **Contract Price** - For services rendered, the HUDCC shall pay the CONTRACTOR the amount of THREE HUNDRED EIGHTY EIGHT THOUSAND PESOS & 00/100 (P388,000.00) Philippine currency.
- V. **Manner of Payment** - The HUDCC shall pay the CONTRACTOR in the following manner:
- a. The amount of FIFTY EIGHT THOUSAND TWO HUNDRED PESOS & 00/100 (P58,200.00), Philippine currency, shall be paid by the HUDCC to the CONTRACTOR upon submission of the Inception Report and Project Management Plan to the HUDCC, on or before **19 April 2013**;
 - b. The amount of ONE HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED PESOS & 00/100 (P174,600.00), Philippine currency shall be paid by the HUDCC to the CONTRACTOR upon submission of Information Systems Framework and Strategies (Progress Report) on or before **27 May 2013**;
 - c. The amount of ONE HUNDRED FIFTY FIVE THOUSAND TWO HUNDRED PESOS & 00/100 (P155,200.00), Philippine currency, shall be paid by the HUDCC to the CONTRACTOR upon submission of ISSP document and Terminal Report, on or before **21 June 2013**.
- VI. **Other Logistical Requirements** - The HUDCC shall shoulder papers and printing expenses relevant to the project implementation and all expenses borne by consultation/coordination meetings by and among HUDCC officials and employees. Payment for this activity shall be considered over and above the stipulated Contract price, and shall be for the account of HUDCC;
- VII. **Penalty Provision** - The HUDCC reserves the right to deduct without the need of demand from the balance of the contract price payable to the CONTRACTOR the amount of one-tenth (1/10) of one percent (1.0%) of the total project cost for every day of delay made by the CONTRACTOR in giving the submissions required under Section 5 hereof, the computation of which shall commence on the last day of the period of this Project as provided for in Section 15 hereof.
- VIII. **Ownership of Report, Data, Information, and Materials** - The final version of the report, and all relevant data, information, supporting documents, and materials generated and prepared in the course of the implementation of this Project shall become the property of the HUDCC.
- IX. **Preparation and Presentation of Reports** - In the course of the Project's implementation, the CONTRACTOR may be called upon by the HUDCC to present preliminary report(s) through fora to be determined by the HUDCC.
- X. **Disclosure and Release of Information** - The CONTRACTOR is not allowed to release any information or material generated under the Project to any third party without the consent of HUDCC.
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- XI. **Report on Delays** - The CONTRACTOR shall report in writing to the HUDCC any event or condition which might delay the progress or prevent the timely completion of the Project as soon as the facts become known to the CONTRACTOR.
- XII. **No employer-employee** - No employer-employee relationship shall exist between the HUDCC and the CONTRACTOR.
- XIII. **Amendment** - No modification of this CONTRACT or any of its provision shall be made except by amendment in writing, which shall be signed by both parties hereto.
- XIV. **Other Provisions** - This Contract shall cease to be of any force and effect in the event of dissolution or discontinuance of the project, or for unsatisfactory performance of work by the CONTRACTOR duly indicated by the HUDCC or his inability to perform the tasks required as indicated in the approved terms of reference (TOR).
- XV. **Term** - This Project shall be undertaken from 20 March 2013 to 20 June 2013.
- XVI. **Time is of the Essence** - Time is of the essence in respect to all provisions of this Contract that specify a time for performance.
- XVII. **Ambiguities** - Each party and its counsel have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.
- XVIII. **Force Majeure** - No party shall be liable for any failure to perform its obligations in connection with any action described in this Contract, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control.
- XIX. **Venue** - In case of suit arising from this Contract, for enforcement and/or damages for breach or violation hereof, the parties agree that the venue shall be in the proper courts of Makati City only, to the exclusion of all other courts in any other venues.

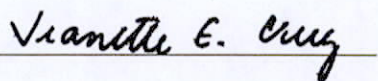
IN WITNESS WHEREOF, the parties hereto hereby set their hands on the date and place first written above.

By:


CECILIA S. ALBA
Secretary General, HUDCC


ESPERANZA M. ESPINO
Contractor

WITNESSES:



ACKNOWLEDGEMENT

Republic of the Philippines)
Makati City) S.S

At the City of Makati, this **APR 05 2013** day of March 2013, personally appeared before me **USEC. CECILIA S. ALBA**, as Secretary-General of the Housing and Urban Development Coordinating Council, with Government issued Identification No. 0725 issued in Makati City on 28 January 2011; and **MS. ESPERANZA M. ESPINO** with Government issued Identification No. N 03-88-061057 issued on Jun 04 2012 at Alabang, Muntinlupa, all known to me and to me known to be the same persons who executed the foregoing Instrument, and acknowledged to me that the same is their true and voluntary act and deed as well as the true and voluntary act and deed of the entity represented.

This Instrument refers to the Contract for Independent Professional Services between the Housing and Urban Development Coordinating Council and Ms. Espino. This Instrument consists of four (4) pages, including this page on which this Acknowledgment is written, has been signed on the left margin of page 1, 2 as well as on this page, Annexes A, and on the lower portion of page 3 of this Contract.

MAKATI CITY
WITNESS MY HAND AND SEAL on the date and place first written above.

Doc. No. 284
Page No. 59
Book No. IV
Series of 2013.

NOTARY PUBLIC

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ATTY. GERVACIO B. ORTIZ, Jr.
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2013
PTR No. 366-4330/01-02-2013/MAKATI
IBP No. 856155-LIFE TIME MEMBER
APPT. M-84/2010 ROLL NO. 40091

JS