

Contract Agreement Form
***CONSULTANCY SERVICES FOR THE SUPERVISION/PROJECT MANAGEMENT OF THE
IMPLEMENTATION OF THE ENHANCED DIGITAL TELEPHONY SYSTEM (EDTS) FOR NEDA***

THIS AGREEMENT made this 31st day of July 2017 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the "**Procuring Entity**";

and

The **RAZGRIZ TECHONOLOGIES INCORPORATED**, with address at Km.39 Maharlika Highway, San Leonardo, Nueva Ecija, herein represented by its President, **Mr. ALLEN RAINIER S. RAMOS**, hereinafter referred to as the "**Consultant**";

WHEREAS, the Procuring Entity has invited proposals for the provision of *Consulting Services for the Supervision/Project Management of the Implementation of the Enhanced Digital Telephony System (EDTS) for NEDA* and has accepted the proposal offered by the Consultant for the delivery of said services for the sum of *Two Hundred and Forty Thousand Pesos (PhP 240,000.00)*, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs.

NOW THEREFORE, the Procuring Entity and the Consultant have agreed on the following terms and conditions;


1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) General Conditions of the Contract;
 - (b) Special Conditions of the Contract
 - (c) Terms of Reference;
 - (d) Technical and Financial Proposals;
 - (e) Eligibility requirements, documents and/or statements;
 - (f) Detailed Evaluation Documents;
 - (g) Notice of Award of Contract and the Bidder's Conforme thereto;
 - (h) Notice to Proceed;
 - (i) Other contract documents that may be required by existing laws and/or the Procuring Entity.
3. In consideration of the payments to be made by the Procuring Entity to the Consultant, the Consultant hereby covenants with the Procuring Entity to deliver said services in conformity with the provisions of this Contract in all respects.
4. The Consultant shall not divulge the any details and/or components of the NEDA Network and Digital Telephony System and that the foregoing non-disclosure will not affect the methodology proposed.
5. The Procuring Entity hereby covenants to pay the Consultant in consideration for the delivery of said services, the Contract Price or such other sum, as may become payable at the time and in the manner prescribed by this contract.


6. The Consultant shall assume the risk of foreign currency fluctuation for the duration of the contract.
7. This Contract shall not create an employer-employee relationship between the Procuring Entity and the Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.
8. Any amendment to this Contract shall be made in writing signed by the Procuring Entity and the Consultant.
9. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.
10. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.
11. This Agreement shall commence upon receipt by the Consultant of the Notice to Proceed, and shall be effective for a period of six (6) months renewable pursuant to Section 53.9 of the Revised IRR of the GPRA. Any extension of contract time shall not involve any additional cost.
12. This Agreement may be terminated, revoked, modified, amended or revised by mutual agreement of both parties through a written notice stating the grounds for termination (i.e., untimely and/or unsatisfactory submission of expected outputs as stated in the TOR) to all concerned at least one (1) month prior to the expiry of the effectivity of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed by:


JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA National Development Office-
Planning and Policy
NEDA-sa-Pasig Building
Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed by:


ALLEN RAINIER S. RAMOS
President
RAZGRIZ Technologies Incorporated
Km. 39 Maharlika Highway,
San Leonardo, Nueva Ecija





ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

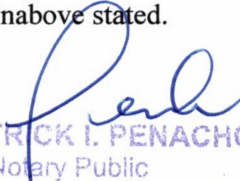
Before me this _____ day of AUG 14 2017 in PASIG CITY, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
JOSE MIGUEL R. DE LA ROSA In his capacity as Undersecretary, NEDA National Development Office- Planning and Policy NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	TIN 119-736-263	
ALLEN RAINIER S. RAMOS In his capacity as President of Consulting firm RAZGRIZ Technologies Inc. Km. 39 Maharlika Highway, San Leonardo, Nueva Ecija	Passport EC 74 78 78 DPA Pampanga	

all known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 109 ;
Page No. 103 ;
Book No. 8 ;
Series of 2017 .


ATTY. PATRICK I. PENACHOS
Notary Public
Appointment No. 196 (2016-2017)
Roll No. 64888/ TIN No. 245-743-042
MCLE Compliance No. V-001045R
4/F DAP Bldg., San Miguel Ave.,
Ortigas Center, Pasig City