

Contract Agreement Form
CONSULTANCY SERVICES FOR THE REPAIR OF THE NEDA CENTRAL OFFICE NEW
GOVERNMENT ACCOUNTING SYSTEM (NGAS) ORACLE-BASED MODULES

THIS AGREEMENT made this APR 04 2017 day of _____ 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

Mr. Rey Avenido with address at Block 1 Lot 1 Saging St., Verdant Place, Verdant Acres Subdivision J, Pamplona Tres, Las Piñas City, and hereinafter referred to as the “**Consultant**”;

WHEREAS, the Procuring Entity has invited proposals for the provision of *Consulting Services for the Repair of the NEDA Central Office New Government Accounting System (NGAS) Oracle-Based Modules* and has accepted the proposal offered by the Consultant for the delivery of said services for the sum of *Two Hundred and Fifty Thousand Pesos (PhP 250,000.00)*, 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 of the contents of the NEDA Central Office' Oracle Database 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. 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.
7. Any amendment to this Contract shall be made in writing signed by the Procuring Entity and the Consultant.
8. 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.
9. 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.

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:

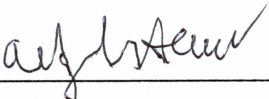

JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA National Development Office-
Planning and Policy
NEDA-sa-Pasig Building
Saint Josemaria Escriva Drive
Ortigas Center, Pasig City



Pio G. Perez

Signed by:


REY D. AVENIDO
Block 1 Lot 1 Saging St.,
Verdant Place, Verdant Acres Subdivision J,
Pamplona Tres, Las Piñas City.



Rey D. Avenido

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

PASIG CITY

Before me this APR 04 2017 day of 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	
REY D. AVENIDO In his capacity as Consultant Block 1 Lot 1 Saging St., Verdant Place, Verdant Acres Subdivision J, Pamplona Tres, Las Piñas City	Passport # XX 4231903	25-July-09 / Manila

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.

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ATTY. RAMON L. CARPIO
NOTARY PUBLIC FOR PASIG CITY
NO. 2A WEST CAPITOL DRIVE
KARITOLYO, PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2017
PTR NO. 0413155 / 01/03/17 / PASIG CITY
IBP LIFETIME NO. 888475 / PASIG CITY
ROLL OF ATTORNEY'S NO. 20-72
MCLE NO. IV-0006300 / 6/19/12 / PASIG CITY