

## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of JAN 04 2018, \_\_\_\_\_ between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY** (hereinafter called the "Entity") with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROSEMARIE G. EDILLON**;

and

The **ORIENT INTEGRATED DEVELOPMENT CONSULTANTS, INC.** (herein after called the "Consultant") with address at Unit 518, 5/F Union Square Condominiums, #145 15<sup>th</sup> Ave, Cubao, Quezon City, through its President, **HERMAN Z. ONGKIKO**

WHEREAS, the Entity is desirous that the Consultant execute the **Consulting Services for the Study on Key Drivers of Poverty Reduction in Central Luzon** (hereinafter called "the Works") and the Entity has accepted the proposal/bid for **Six Million, Four Hundred Ten Thousand, Three Hundred Pesos (PhP6,410,300.00)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions to Proponents/Bidders;
  - (e) Proposal/Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Proposal/Bid forms, including all the documents/statements contained in the Proponent's/Bidder's proposal/bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., proponent's/bidder's response to request for clarifications on the proposal/bid), including corrections to the proposal/bid, if any, resulting from the Procuring Entity's proposal/bid evaluation;

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- (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Notice of Award of Contract and the Proponent's/Bidder's conforme thereto;
  - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
  4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
  5. The Consultant shall deliver to the Entity the following outputs in the form and number as well as within the timeline indicated herein:

Deliverables	Timeline
<b>Inception Report</b> (3 hard copies and 1 electronic copy) which includes among others the work plan and conceptual framework to be adopted in the conduct of the study, details of the conduct of interviews, FGD	Within 1 month upon receipt of the NTP
<b>Monthly Progress reports</b>	2 <sup>nd</sup> to 4 <sup>th</sup> month
<b>Interim Report</b> (3 hard copies and 1 electronic copy which contains the initial results of the study, including the socio economic profile, identified key drivers in the reduction of poverty, recommended policies, programs, projects to reduce poverty in the CL provinces	Within 5 months upon receipt of the NTP
<b>Draft Final Report</b> (3 hard copies and 1 electronic copy) which integrates the inputs, comments and recommendations from NRO3	Within 7.5 months upon receipt of NTP
<b>Revised Final Report</b> (30 hard copies and 1 electronic copy) which integrates final comments from NRO 3 and other NEDA Officials	Within 10 months upon receipt of NTP

6. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the *reimbursable items* may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents. In the absence of official receipts/documents when claiming for reimbursable costs, the Consulting Firm shall submit a certification of actual disbursements made under oath.

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7. Billing for *non-reimbursable items/remuneration*, shall be in accordance with the following delivery schedule:

Upon acceptance of Inception Report by end-user	15%
Upon acceptance of the Interim Report by end-user	40%
Upon acceptance of the Draft Final Report by end-user	25%
Upon acceptance of the Final Report by end-user	20%

8. This Contract shall not create an employer-employee relationship between Entity and 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.
9. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
10. 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.
11. 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 thereto have caused this Agreement to be executed the day and year first before written.

Signed by:

  
**ROSEMARIE G. EDILLON**

Undersecretary  
NEDA National Development Office-  
Policy and Planning  
NEDA-sa-Pasig Building  
#12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City


Signed by:

  
**HERMAN Z. ONGKIKO**

President  
Orient Integrated Development Consultants, Inc.  
Unit 518, 5/F Union Square Condominiums  
#145 15<sup>th</sup> Ave, Cubao, Quezon City

Signed in the Presence of:

  
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# ACKNOWLEDGMENT

Republic of the Philippines )  
**QUEZON CITY** ) S.S.

Before me this JAN 04 2018 day of JAN in QUEZON CITY, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
<b>ROSEMARIE G. EDILLON</b>  In his capacity as Undersecretary,  NEDA National Development Office- Policy and Planning  NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport No. S 0013334A	Sept 21, 2017 DFA, Manila
<b>HERMAN Z. ONGKIKO</b>  In his capacity as the President  Orient Integrated Development Consultants, Inc.  Unit 518, 5/F Union Square Condominiums, #145 15 <sup>th</sup> Ave., Cubao, Quezon City	Passport NO P0095532A	31 Aug 2016 DFA Manila

all known to me to be the same persons who executed the foregoing instrument consisting of four (4) 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. 274 ;  
 Page No. 16 ;  
 Book No. XIX ;  
 Series of 1018 .

**ATTY. ROGELIO J. BOLIVAR**  
 NOTARY PUBLIC IN QUEZON CITY  
 AM Adm. Not. Com. No. NP-060 1-12-17 until 12-31-17  
 IBP O.R. No. 1038374 Jan. 2017 up to Dec. 2016  
 PTR O.R. No. 3881630 C 01-12-17  
 Roll No. 33832 / TIN #129-871-009  
 MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019 - Quezon City  
 Address: 31-F Harvard St. Cubao, Q.C.

*[Handwritten signature]*  
*[Handwritten initials]*



## ORIENT INTEGRATED DEVELOPMENT CONSULTANTS, INC.

18 December 2017

**CARLOS BERNARDO O. ABAD SANTOS**

Assistant Secretary and Chairperson  
NEDA Bids and Awards Committee for Consulting Services (NBAC-CS)  
4/F NEDA-sa-Pasig Bldg.  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City, 1605

SUBJECT: Procurement of Consulting Services for the STUDY ON KEY DRIVERS OF  
POVERTY REDUCTION IN CENTRAL LUZON

Dear Asec Abad Santos:

This is to confirm that our financial bid for the above-referenced is inclusive of all taxes  
(12%).

We hope you will find this submission in order.

Thank you.

Yours sincerely,

  
**Herman Z. Ongkiko**

President and Chief Operating Officer  
Orient Integrated Development Consultants, Inc.

NEDA sa Pasig  
4/F NEDA-sa-Pasig Bldg.  
Ortigas Center, Pasig City

Win Amount 12/18/17 12.44.17

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