

## Contract Agreement

### *Consulting Services on "Developing a Roadmap of Milestones Towards a Disaster and Climate Resilient Bicol Region"*

THIS AGREEMENT made this 7<sup>th</sup> day of January 2018 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, **ROSEMARIE G. EDILLON**, hereinafter referred to as the "**Procuring Entity**";

and

**MARK ANTHONY M. RAMIREZ**, with address at Resources, Environment and Economics Center for Studies, Inc. Suite 405, The Tower at Emerald Square, J.P. Rizal cor. P. Tuazon Streets, Project 4, Quezon City, hereinafter referred to as the "**Consultant**";

**WHEREAS**, the Entity is desirous that the Consultant execute the *Consulting Services on "Developing a Roadmap of Milestones Towards a Disaster and Climate Resilient Bicol Region"* (hereinafter called "the Works") and the Entity has accepted the proposal/bid for the sum of **Five Million Nine Hundred Ninety-nine Thousand Nine Hundred Fifty-four and 19/100 Pesos (PhP5,999,954.19)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

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

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 Entity's proposal/bid evaluation;
  - h. Eligibility requirements, documents and/or statements;
  - i. Performance Security;

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- 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 including minutes of contract negotiations.
2. In consideration of the payments to be made by the Entity to the Consultant, the Consultant hereby covenants with the Entity to deliver said services in conformity with the provisions of this Contract in all respects.
  3. The Entity hereby covenants to pay the Consultant in consideration of 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.
  4. Payment will be made based on the milestones in relation to the consultancy service, including the target date of completion for each activity and the payment scheme based herein:

Deliverables	Timeline
<b>Inception Report</b> (4 hard copies with electronic copy), which includes, among others, the work plan that identifies in detail the study processes	Within one (1) calendar month from the date of the receipt of the NTP
<b>Documentation of Agreements</b> of consultative meetings with NRO 5 for at least three (3) times throughout the duration of the study	Within one week from the date of the consultative meeting
<b>Interim Report</b> (4 hard copies with electronic copy), which contains the mid-period progress report of the study	Within five (5) calendar months from the date of the receipt of the NTP
<b>Draft Final Report</b> (6 hard copies with electronic copy), which includes documentation of key informant interviews and focus group discussions, fully compiled survey dataset, data dictionary, details of the survey methodology, and the descriptive summary analysis of the results of the survey	Within nine (9) calendar months from the date of the receipt of the NTP
<b>Documentation Report of the Orientation</b> on the protocol and manual for rehabilitation and recovery (one day) for 50 personnel of NRO 5 and concerned institutions	Within one week from the date of the orientation
<b>Documentation Report of the Stakeholders Forum</b> on the roadmap of milestones (one day) for 100 personnel of NRO 5 and concerned institutions	Within one week from the date of the stakeholders forum
<b>Revised Final Report</b> (6 hard copies with electronic copy), which takes into account the final comments from the NRO 5)	Within twelve (12) calendar months from the date of the receipt of the NTP

5. 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.
6. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

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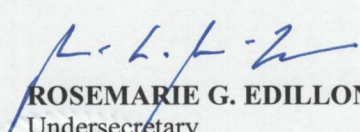
Deliverables	Payment Allocation and Amount
Upon acceptance of inception report	15%
Upon acceptance of interim report	25%
Upon acceptance of draft final report	20%
Upon acceptance of documentation reports of (1) orientation on the protocol and manual for rehabilitation and recovery and (2) stakeholders forum on the roadmap of milestones	15%
Upon acceptance of revised final report	25%

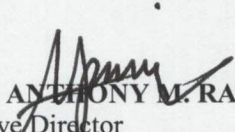
7. This Contract shall not create an employer-employee relationship between the Entity and the Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government
8. Any amendment to this Contract shall be made in writing signed by the 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.

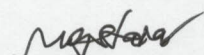
**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed by:

Signed by:

  
**ROSEMARIE G. EDILLON**  
 Undersecretary  
 NDO-Planning and Policy  
 NEDA-sa-Pasig Building  
 Josemaria Escriva Drive,  
 Ortigas Center, Pasig City

  
**MARK ANTHONY M. RAMIREZ**  
 Executive Director  
 Resources, Environment and Economics  
 Center for Studies, Inc. (REECS)  
 Suite 405, The Tower at Emerald Square  
 J.P. Rizal cor. P. Tuazon Streets  
 Project 4, Quezon City

  
**MYRLE ESTARAS**

# ACKNOWLEDGMENT

Republic of the Philippines )

) S.S.

Before me this JAN 12 2018 day of \_\_\_\_\_ in \_\_\_\_\_, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
<b>ROSEMARIE G. EDILLON</b>  In her capacity as Undersecretary, NDO-Planning and Policy  NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport ID Number:  OE0030778	29 June 2016  DFA Manila
<b>MARK ANTHONY M. RAMIREZ</b>  Executive Director, REECS  Suite 405, The Tower at Emerald Square, J.P. Rizal cor. P. Tuazon Streets, Project 4, Quezon City	PASSPORT ID NUMBER  EB8360853	16 JUNE 2013  DFA 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.

Doc. No. 425;  
Page No. 85;  
Book No. 1;  
Series of 2018.

Atty. **HERCULES P. GUZMAN**  
Notary Public for and in Quezon City, Metro Manila  
Until Dec. 31, 2018, Quezon City  
PTR No. 3804147, 01-02-2018; Quezon City  
MCLE Exemption IV No. 003997 Dated May 1, 2018  
IBP No. 1072370, 03-01-2017; Quezon City  
Admin No. NP-247 (2017-2018)  
Jurisdiction, Quezon City  
118A Lina St., Project 4, Quezon City