

Contract Agreement

Consulting Services on the Calabarzon Provincial Economic Accounts

THIS AGREEMENT made this ___ day of **JAN 04 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 **"Entity"**;

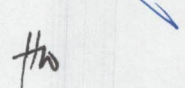
and

ORIENT INTEGRATED DEVELOPMENT CONSULTANTS, INC. with address at Unit 518, 5/F, Union Square Condominiums, No. 145, 15th Avenue, Cubao, 1109 Quezon City, represented by its President and Chief Operating Officer **HERMAN Z. ONGKIKO**, hereinafter called the **"Consultant"**;

WHEREAS, the Entity is desirous that the Consultant execute the *Consulting Services on the Calabarzon Provincial Economic Accounts* (hereinafter called "the Works") and the Entity has accepted the proposal/bid for the sum of *Nine Million Three Hundred Thirty One Thousand Four Hundred 00/100 Pesos (PhP 9,331,400.00)*, 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;



- 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.
3. 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.
 4. 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.
 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	Completion
Inception report (3 hard copies and 1 electronic copy), which includes review of literature, framework and methodology	Within one month upon receipt of NTP
Final Framework and methodology (2 hard copies and 1 electronic copy)	Within 1 ½ months after receipt of NTP
Provincial Economic Accounts of each of the Calabarzon Provinces from 2011 to 2016 (10 hard copies and 1 electronic copy, including data sources)	Within six months upon receipt of NTP
Manual on the Preparation of Provincial Economic Accounts (60 copies plus electronic copy)	Within seven months upon receipt of NTP
Training report on the preparation of Provincial Economic Accounts (2 of hard copies and 1 electronic copy)	
Final Report, including recommendations on the Institutionalization of the preparation of Provincial Economic Accounts (10 of hard copies and 1 electronic copy)	Within eight months upon receipt of NTP
Monthly Progress Reports (2 hard copies and 1 electronic copy)	10 th day of the month

6. Billing for the reimbursable items may be requested not more than twice 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.
7. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

Deliverables	Remuneration Payment Schedule
Inception report (3 hard copies and 1 electronic copy), which includes review of literature, framework and methodology	15%
Final Framework and methodology (2 hard copies and 1 electronic copy)	10 %
Provincial Economic Accounts of each of the Calabarzon Provinces from 2011 to 2016 (10 hard copies and 1 electronic copy, including data sources)	35 %
Manual on the Preparation of Provincial Economic Accounts (60 copies plus electronic copy)	20%
Training report on the preparation of Provincial Economic Accounts (2 of hard copies and 1 electronic copy)	

Handwritten signature and initials

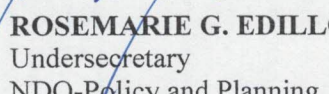
Final Report, including recommendations on the Institutionalization of the preparation of Provincial Economic Accounts (10 of hard copies and 1 electronic copy)	20%
TOTAL	100%

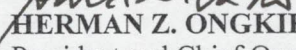
8. This Contract shall not create an employer-employee relationship between the Entity and the Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.
9. Any amendment to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

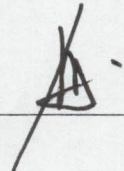
Signed by:

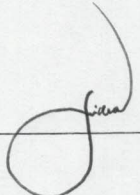
Signed by:


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


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

Signed in the presence of:





ACKNOWLEDGMENT

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

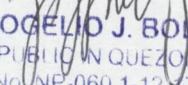
Before me this JAN 04 2018 day of QUEZON CITY personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
ROSEMARIE G. EDILLON In her capacity as Undersecretary, NEDA NDO-Policy and Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport ID Number <i>S0013334A</i>	September 21, 2017 DFA Manila
HERMAN Z. ONGKIKO In his capacity as President and Chief Operating Officer Orient Integrated Development Consultants, Inc. Unit 518, 5/F, Union Square Condominiums, No. 145, 15 th Avenue, Cubao, 1109 Quezon City	Passport No <i>P0095532A</i>	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. 272 ;
 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 12-31-2018
 IBP O.R. No. 1036374 Jan. 2017 up to Dec. 2018
 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 PASIG CITY
 Address: 31-F Harvard St. Cubao, Q.C.