

## Contract Agreement

### *Consulting Services on the Study to Evaluate the Effectiveness of Private Sector Representatives (PSRs) in the Regional Development Councils (RDCs)*

THIS AGREEMENT made this 5<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

**BRAIN TRUST: KNOWLEDGE AND OPTIONS FOR SUSTAINABLE DEVELOPMENT, INC.** with address at Suite 810 Medical Plaza Building 25 San Miguel Ave., Pasig City, Metro Manila, represented by its President, **MS. ELLAMELIDES S. ANTONIO**, hereinafter referred to as the **"Consultant"**;

**WHEREAS**, the Entity is desirous that the Consultant execute *Consulting Services on the Study to Evaluate the Effectiveness of Private Sector Representatives (PSRs) in the Regional Development Councils (RDCs)* (hereinafter called "the Works") and the Entity has accepted the proposal/bid for *Five Million Sixty-Eight Thousand Seven Hundred Four Pesos and Twenty Centavos (PHP5,068,704.20)*, 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 addition, the following agreements during the negotiations held on 29 November 2017 between the representatives of Brain Trust Knowledge and Options for Sustainable Development, Inc., and NEDA shall be binding:
- (a) The study will be implemented within a period of eleven (11) months, an extension from the 9 months-period in the approved TOR, with no additional cost. This will commence from the date of receipt by the Consultant of the Notice to Proceed (NTP).
- 4. 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.
  - 5. 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.
  - 6. 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:

<b>Deliverables</b>	<b>Completion</b>
<b>Inception Report</b> (3 hard copies and 1 electronic) which includes among others the work plan and conceptual framework to be adopted in the conduct of the study	Within 1 month upon receipt of the NTP
<b>Interim Report</b> (3 hard copies and 1 electronic) which contains the initial results of the study including: i) a diagnostic tool to assess the quality of PSR participation in the RDC; and ii) recommendations to improve the implementation and management of PSR participation, and institutionalize evaluation of PSR participation	Within 7 months upon receipt of NTP
<b>Draft Final Report</b> (3 hard copies and 1 electronic) which integrates the inputs, comments and recommendations from NROs and RDCs included in the study	Within 9 months upon receipt of NTP
<b>Final Report</b> (5 hard copies and 1 electronic) which integrates final comments from NROs and other NEDA Officials	Within 11 months upon receipt of NTP

- 7. 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.

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

Deliverables	Remuneration Payment Schedule
Upon acceptance of Inception Report by end-user	15%
Upon acceptance of Interim Report by end-user	40%
Upon acceptance of Draft Final Report by end-user	25%
Upon acceptance of Final Report by end-user	20%
<b>TOTAL</b>	<b>100%</b>

9. 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
10. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
11. 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.
12. 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:



**ROSEMARIE G. EDILLON**  
Undersecretary  
NEDA National Development Office-  
Planning  
NEDA-sa-Pasig Building  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed by:



**MS. ELLAMELIDES S. ANTONIO**  
President  
Brain Trust, Inc.  
Suite 810 Medical Plaza Building  
25 San Miguel Ave., Pasig City  
Metro Manila

Signed in the Presence of:



# ACKNOWLEDGMENT

Republic of the Philippines )

QUEZON CITY ) S.S.

09 JAN 2018

QUEZON CITY

Before me this \_\_\_\_\_ 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,  NEDA National Development Office- Planning  NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	PASSPORT NO. SD01334A	Sept. 21, 2017 DFA Manila
<b>MS. ELLAMELIDES S. ANTONIO</b>  In her capacity as the President  Brain Trust, Inc. Suite 810 Medical Plaza Building 25 San Miguel Ave., Pasig City, Metro Manila	PASSPORT NO: EC4069371	April 30, 2015 DFA NCR EAST

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. 165;  
Page No. 17;  
Book No. 7-A;  
Series of 18

*Sp. Lema*  
**ATTY. LUIS M. DE VERA**  
Notary Public, Until Dec. 31, 2019  
PTR No. 5520351 / 1 / 03/2018  
IBP No. 019124 / 12 / 20 / 2017  
Roll No. 20761  
5th MCLE No. 0009542 / 04/14/2016  
TIN No. 218-145-247.