

FORM OF CONTRACT AGREEMENT

For the System Development of the NEDA Central Support Office – Information System

THIS AGREEMENT made this day of JAN 8 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, **JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the “**Entity**”;

and

ASIAGATE NETWORKS, INC. with address at 2nd Floor PNB Legazpi-Sotto Building (formerly VMC Building), 165 Legazpi Street, Legaspi Village, Makati City, hereinafter referred to as the “**Consultant**”, through its Chief Operating Officer, **LIZA A. DE LOS REYES**

WHEREAS, the Entity is desirous that the Consultant execute the *Consulting Services for the System Development of the NEDA Central Support Office – Information System (NCSO-IS)* (hereinafter called “the Works”) and the Entity has accepted the proposal/bid for *the sum of Nine Million Three Hundred Eight Thousand Seven Hundred Forty Pesos and 38/100 (PhP 9,308,740.38)*, 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 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;
 - 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 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	
	Consulting Firm	NEDA
1. Draft Inception Report (emphasis on Methodology and Work Plan, among others)	One (1) calendar week after receipt of the Notice to Proceed	One (1) calendar week to review and provide comments
2. Final Inception Report (emphasis on Methodology and Work Plan, among others)	One (1) calendar week after receipt of NEDA's comments	One (1) calendar week to review and approve
3. System Requirement Gathering and Analysis Document (SR-GAD), which contains the (a) Business Process and (b) Result of the Review and Analysis of the Business Process	Two (2) calendar weeks from approval of the Inception Report	One (1) calendar week from approval of the Inception Report, NEDA to provide consulting firm with the needed business processes and other necessary information One (1) calendar week from submission of SR-GAD to review and approve
4. System Design Document (SDD) which contains the following: (a) Functional Requirements: (1) System Process Design (including but not limited to Data Flow Diagram, System Functional Requirements, Entity	Eight (8) weeks from the approval of the SR-GAD	During the eight (8) weeks, NEDA to provide information and/or documents as needed After submission of the

<p>Relationship Diagram, Data Dictionary, and Use Case Diagram)</p> <p>(2) Architecture and Security Requirements</p> <p>(b) Non-Functional Requirements which contains the following:</p> <p>(1) Operational Design</p> <p>(2) Behavioral, Social and Cultural Set-up and Requirements (including User Characteristics, Resource and Skill Requirements)</p>		<p>SDD, two (2) calendar weeks to review and approve it (inclusive of the revisions made by consulting firm if there are any)</p>
<p>5. First Progress Report on the Actual Development of the NCSO-IS</p>	<p>Sixteen (16) weeks from the approval of the SDD</p>	
<p>6. Second Progress Report on the Actual Development of the NCSO-IS</p>	<p>Eight (8) weeks from submission and/or presentation of the First Progress Report</p>	
<p>7. Presentation and Simulation of the Completed NCSO-IS, including integration requirements; Submission of System Completion Report</p>	<p>Eight (8) weeks from submission and/or presentation of the Second Progress Report</p>	<p>Three (3) calendar weeks to test, review and approve the NCSO-IS</p>
<p>8. Installation of System and Conduct of End-user Training for Staff Representatives</p> <p>-46 target participants, distributed as follows: 10 participants/attendees from Administrative Staff; 10 from Finance, Planning and Management Staff; 26 from other Staffs (2 from each Staff)</p>	<p>Three (3) calendar weeks to complete installation, training, submission of warranty certification, and turnover of source codes, after approval of the NCSO-IS</p>	

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.

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

Deliverable/Output/Milestone	Payment (% of Contract Amount)
1. Preliminary Work	5%
-Submission of Inception report and duly approved by NEDA	
2. System Requirement Gathering and Analysis	10%
-Submission of the <i>System Requirement Gathering and Analysis Document (SR-GaD)</i> and duly approved by NEDA	
3. System Design	15%
-Submission of the System Design Document (SDD) and duly approved by NEDA	
4. System Development and Testing	40%
-Submission of First Progress Report on the Actual Development of the NCSO-IS	5%
-Submission of Second Progress Report on the Actual Development of the NCSO-IS	10%
- (a) Presentation and Simulation of the Completed NCSO-IS and (b) Submission of System Completion Report	25%
5. Deployment and Maintenance	15%
-Installation of NCSO-IS in NEDA	
-Conduct of End-user Training for Staff Representatives	
-Conduct of System Administration and Maintenance Training for IT Personnel	
6. Closeout	15%
-Submission of the NCSO-IS Manual and duly approved and accepted by NEDA	
-Turnover/Submission of the NCSO-IS Source Codes	
-Submission of Warranty Certification on NCSO-IS Maintenance and Support for Three (3) Years (with attached protocol/mechanism to implement the warranty/maintenance and support and duly approved and accepted by NEDA)	
Total	100%

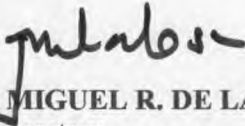
8. The Team Leader shall be deployed by the Consultant for the entire project duration (329 days) for the conduct of the Works.
9. This Contract shall not create an employer-employee relationship between Entity and Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.
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.

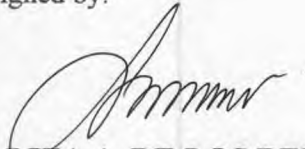
IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed by:



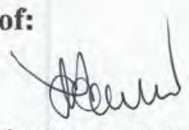
JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed by:



LIZA A. DE LOS REYES
Chief Operating Officer
2nd Floor PNB Legazpi-Sotto Building,
165 Legazpi Street
Legazpi Village, Makati City

Signed in the presence of:


FLORANTE G. IGTIBEN
NERI SSA DIANO
Asigate Networks, Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
Makati City) S.S.

Before me this JAN 18 2018 day of MAKATI 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 Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	PASSPORT 50012632A	DFA MANILA NOVEMBER 2, 2017
LIZA A. DE LOS REYES In her capacity as Chief Operating Officer Asiagate Networks, Inc. 2 nd Floor PNB Legazpi-Sotto Building (formerly VMC Building), 165 Legazpi Street, Legaspi Village, Makati City	Social Security System ID 33-09447361	

all known to me to be the same persons who executed the foregoing instrument consisting of six (6) 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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Book No. 12 :
Series of W18

ATTY. GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2018
IBP No. 656155-Lifetime Member
MCLE Compliance No. V-0006934
Appointment No. M-104 (2017-2018)
PTR No. 6607879 Jan. 3, 2018
Makati City Roll No. 40091
101 Urban Aviz. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City