

CONTRACT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Contract Agreement, made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE**, a government agency with principal office and postal address at Camp General Emilio Aguinaldo, Quezon City herein represented by its Administrator, **USEC. RICARDO B. JALAD**, of legal age, Filipino, hereinafter known as the "OCD";

-and-

TELMO SOLUTIONS, a privately owned IT Services agency with business and postal address at 489 Ruby St., Sandy Lane, Fatima, Marasbaras, Brgy. 77, Tacloban City, herein represented by its Proprietor, **JOHN KENNETH P. TELMO**, of legal age, hereinafter referred to as the "CONSULTANT";

RECITALS

WHEREAS, the **OCD** engages the services of the **CONSULTANT** to perform the services herein after referred to and the latter agrees to perform these services for the project "**Hiring of Highly Technical Consultant for the Supply, Development, Installation, Configuration, Testing and Delivery of Planning and Budgeting Management Information System (PBMIS)**";

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. SERVICES

The **CONSULTANT** shall perform the services specified in the approved Terms of Reference of the abovementioned project and Request for Quotation (RFQ) No. PDPS-1121-001 which form as integral part of this Contract and shall be referred to as "**Services**";

2. EXPECTED OUTPUT AND DELIVERABLE

The **CONSULTANT** shall be responsible for the **DEVELOPMENT, INSTALLATION, CONFIGURATION, TESTING and DELIVERY** of a Planning and Budgeting Management Information System (PBMIS) which include the following deliverables:

- a. Inception Report;
- b. PBMIS beta releases;
- c. User-acceptance Testing (UAT);
- d. PBMIS Go-Live;
- e. User/Processor Training;
- f. Comprehensive training on administration, performance tuning, and troubleshooting; and
- g. Turnover of all project documentations, source codes and other pertinent assets.

The **CONSULTANT**, upon the completion of the project, shall submit five (5) copies of the Completion Report and all final documentation of the project. The authorized OCD personnel shall sign a Certificate of Completion and Certificate of Acceptance of the delivered services for the project.

[Signature]
WITNESS
A. PARRAS

[Signature]
JOHN KENNETH P. TELMO
Consultant

[Signature]
DIR. SUSANA G. JUANGCO
Director, Policy Development and Planning Service

[Signature]
USEC RICARDO B. JALAD
Administrator, Office of Civil Defense

3. DURATION OF ENGAGEMENT

The Services of the **CONSULTANT** will be engaged for a period of four (4) months starting from the issuance of the Notice to Proceed (NTP).

4. PAYMENT TERMS

Contract amount: For services rendered pursuant to Annex B (Price Quotation Form) of the Request for Quotation (RFQ) No. PDPS-1121-001, the contract price shall be in the amount of **One Million Five Hundred Thousand Pesos (PhP1,500,000.00)** only. The price herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever during the duration of the contract.

The **CONSULTANT** shall be paid the amount based on the following schedule.

Deliverable	Delivery date	Payment
Inception Report	1 month after receipt of Notice to Proceed	Fifty percent (50%) upon delivery and certification of user's acceptance
PBMIS beta releases		
User-acceptance Testing (UAT)		
PBMIS Go-Live	2-3 months after receipt of Notice to Proceed	Thirty percent (30%) upon delivery and certification of user's acceptance
User/ Processor Training		
Comprehensive training on administration, performance tuning, and troubleshooting		
Turnover of all project documentations, source codes and other pertinent assets	4 months after receipt of Notice to Proceed	Twenty percent (20%) upon delivery and certification of user's acceptance or final acceptance report

5. REPORTING OF THE CONSULTANT

The **CONSULTANT** shall report and work under the direct supervision of the Director, PDPS and shall report in the office physically as needed;

6. DISPUTE RESOLUTION

Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the provisions of R.A. 876 otherwise known as the "Arbitration Law" and R.A. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004";

In case of a court suit arising from any dispute, controversy/claim, and the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts;

WHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and conditions;

[Signature]
 WITNESS

[Signature]
JOHN KENNETH P. TELMO
 Consultant

[Signature]
DIR. SUSANA G. JUANGCO
 Director, Policy Development and Planning Service

[Signature]
USEC RICARDO B. JALAD
 Administrator, Office of Civil Defense

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their Signature this
DEC 29 2021 at _____, Philippines.

OFFICE OF CIVIL DEFENSE

CONSULTANT

By:

USEC RICARDO B. JALAD
Administrator, Office of Civil Defense

By:

JOHN KENNETH P. TELMO
Authorized Representative



SIGNED IN THE PRESENCE OF:

A. PANTES

WITNESS

DIR. SUSANA G. JUANGCO
Director, Policy Development and Planning
Service, OCD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons, presenting their respective evidence of identity, to wit:

Name	Government I.D.	Date & Place Issued
USEC RICARDO B. JALAD		
JOHN KENNETH P. TELMO	DRIVER'S LICENSE	04/03/18 TALLOBA CITY

And represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only three (3) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND SEAL this _____ day of DEC 29 2021, 2021 at _____, Philippines.

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Book No. : XVIII
2021

NOTARY PUBLIC

ATTY. RUBEN M. REZARES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 0694960, Jan. 4, 2021 Quezon City
IBP No. 132791, Nov. 17, 2020 QC Chapin
Roll of Attorney's No. 46427
Admin Matter No. 004
MCLE NO. VI-0030360/02-18-2020
TIN: 140-394-386-000
Complex Camp Crame, QC