

CONTRACT

This Contract ("Contract") is entered into this 5th day of January 2018, by and between the

OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA) ("the Client"), a national government agency attached to the Department of Labor and Employment, having its principal place of business at OWWA Bldg., 7th St. corner F. B. Harrison St., Pasay City, herein represented by Administrator HANS LEO J. CACDAC; and,

BENILDA BADON TAYAG ("the Consultant"), having her principal address located at No. AA2-303 Hardin ng Rosas, Purok Aguinaldo, UP Diliman, Quezon City:

WHEREAS, this procurement was conducted through Negotiated Procurement, specifically under Highly-Technical Consultants procedure pursuant to Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) and based on BAC Resolution No. 150-17, series of 2017;

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. **Services**
 - (i.) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall submit to the Client the report in the form and within the time period specified in Annex A, "Terms of Reference," which is made an integral part of this Contract.
2. **Term**

The Consultant shall perform the Services for a period of three (3) days commencing upon receipt of Notice to Proceed or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant the amount of Two Hundred Thousand Pesos (Php 200,000.00). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits, as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payment

Payment shall be made upon acceptance of OWWA of the various outputs/deliverables:

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Hans Leo J. Cacadac

the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, provided there is prior written consent of the Client.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract, and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or other services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of the Philippines, and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with the laws of the Client's country.

14. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to other remedies under this Contract and under the applicable law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Client may consider termination of this Contract.

15. Termination

The Client may terminate this Contract with at least (10) days prior written notice to the Consultant after the occurrence of

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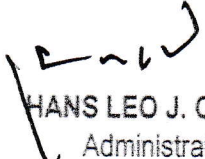
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any the events specified in paragraphs (a) through (d) of this Clause:


- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgement of the Client, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Client's sanctions procedures) in competing for or in performing the Contract.
- (d) IF the Client, at its sole discretion and for any reason whatsoever, decides to terminate this Contract.

IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of _____, _____, at Pasay City, Philippines.

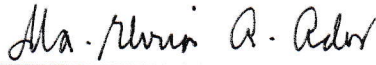
FOR THE CLIENT

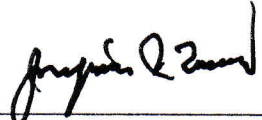

HANS LEO J. CACDAC
Administrator

FOR THE CONSULTANT

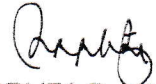

BENILDA BADON YAYAG
Consultant
PhiGep ID # 206877
GSIS ID # CRN 006-0119-2720-2

WITNESSES:





CERTIFIED FUNDS AVAILABLE:


NORLITA P. LUGTU
OIC, Accounting Division
₱200,000.00
2017-10-30/31
10/6/2017