

## CONTRACT AGREEMENT

*for the Provision of Consulting Services for the Review/Formulation of Methodology for the Quantification of Economic Benefits of Social Infrastructure Projects*

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KNOW ALL MEN BY THESE PRESENTS:

**JUL 12 2017**

This **Contract Agreement**, made and entered into this \_\_\_\_\_ day of July, 2017 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, with principal address at NEDA-sa-Pasig Building, No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary for Investment Programming, **ROLANDO G. TUNGPALAN**, and hereinafter referred to as the "**Procuring Entity**";

- and -

The University of the Philippines Planning and Development Research Foundation, Inc. (UP PLANADES), with principal address at School of Urban and Regional Planning, University of the Philippines, Diliman, Quezon City, herein represented by its President, **MARIO R. DELOS REYES**, and hereinafter referred to as the "**Consultant**";

WITNESSETH, That:

**WHEREAS**, the **Procuring Entity** is desirous that the **Consultant** undertake the *Review/Formulation of Methodology for the Quantification of Economic Benefits of Social Infrastructure Projects* (hereinafter referred to as the "**Works**") and has accepted the proposal of the **Consultant** for the conduct and completion of said services, and the remedying of any defects therein, for the sum of **Two Million, One Hundred Two Thousand One Hundred Eighty-Four and 00/100 Pesos (PhP2,102,184.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs;

**NOW THEREFORE**, for and in consideration of the foregoing premises which are essential conditions and integral parts of this Contract Amendment, and the mutual covenants and conditions set forth herein, the **Procuring Entity** and the **Consultant** hereby agree on the following Terms and Conditions:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract (GCC) hereinafter referred to.



2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract Agreement, to wit:
- (a) General Conditions of Contract (GCC);
  - (b) Terms of Reference (TOR);
  - (c) Request for Expression of Interest (EOI);
  - (d) Eligibility Requirements, Documents and/or Statements;
  - (e) Instructions to Proponents/Bidders;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) **Consultant's** Bid, Technical and Financial Proposals, and all other documents/statements contained in the **Consultant's** bidding envelopes, as annexes;
  - (h) Notice of Award (NOA) and the **Consultant's** Conforme thereto;
  - (i) Performance Security;
  - (j) Credit Line issued by a licensed bank, if any;
  - (k) Notice to Proceed (NTP); and,
  - (l) Other contract documents that may be required by existing laws and/or the **Procuring Entity**.
3. In consideration of the payments to be made by the **Procuring Entity** to the **Consultant**, the **Consultant** hereby covenants with the **Procuring Entity** to execute and complete the required consulting services within the period provided, and remedy any defects therein, in conformity with the provisions of this Contract Agreement in all respects.
4. Apart from the **Works'** Terms and Conditions embodied in the TOR, the **Procuring Entity** and the **Consultant** also agree on the following:
- (a) The use/collection of primary data for the conduct of the **Works** shall not be covered by the contract amount and shall, therefore, be subject to additional cost but with the prior approval of the **Procuring Entity**;
  - (b) All reports and related documents to be prepared by the **Consultant** under the **Works** shall become and remain the property of the **Procuring Entity**. While the **Consultant** may retain a copy of such documents, future use, reproduction, distribution and/or citation of such property by the **Consultant** for any purpose shall be prohibited unless written consent is given by the **Procuring Entity**;
  - (c) The **Consultant's** Study Team shall be required to meet with the End-User (EU) staff of the **Procuring Entity**, the Infrastructure Staff (IS), at least once a month to report on the progress of Study; and,
  - (d) Relative to the assignment of at least two (2) counterpart technical personnel for the purpose of on-the-job capacity-building and technology/knowledge transfer, the designation of such shall be at the option of the **Procuring Entity**. The **Consultant** should be able to deliver the output/s with or without the government counterpart/s. The technical personnel may assist the **Consultant** in coordinating with other government agencies and the private sector for necessary



interviews/meetings and in securing copies of reports and relevant data that are not readily available to the **Consultant**, subject to the execution of a Confidentiality and Non-Disclosure Agreement (CNDA).

5. The **Procuring Entity** hereby covenants to pay the **Consultant** in consideration of the **Consultant's** execution and completion 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 Agreement.
6. This Contract Agreement shall not create an employer-employee relationship between the **Procuring 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 regular personnel of the Government.
7. Any amendment to this Contract Agreement shall be made mutually in writing and signed by the **Procuring Entity** and the **Consultant**.
8. Should any dispute related to this Contract Agreement and/or the rights of the **Procuring Entity** and the **Consultant** arise, the same shall be submitted to mutual consultation, mediation and binding arbitration before a jointly selected single arbiter, in the order of application.
9. 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.
10. This Contract Agreement shall commence upon receipt by the **Consultant** of the NTP and shall be effective for a period of six (6) months.
11. This Contract Agreement may be terminated or revoked by the **Procuring Entity** through a written notice stating the grounds for termination (such as, but not limited to, untimely and/or unsatisfactory submission of expected outputs as stated in the TOR) at least 15 calendar days prior to the intended date of termination or revocation. The **Consultant** shall be compensated for the value of work satisfactorily completed and accepted by the **Procuring Entity** up to the date of the termination or revocation on a pro-rata basis, without prejudice to the rights of the **Procuring Entity** to take any legal action and/or remedy and course of action available under the law.
12. Failure to comply with the Terms and Conditions of this Contract Agreement will result in the payment of corresponding penalties/liquidated damages. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquated damages reaches ten (10) percent of the Contract Price, the **Procuring Entity** shall rescind the Contract Agreement, without prejudice to other courses of action and remedies open to the **Procuring Entity**.



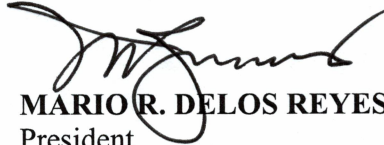
**IN WITNESS WHEREOF**, the **Procuring Entity** and the **Consultant** hereto have caused this Contract Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed by:



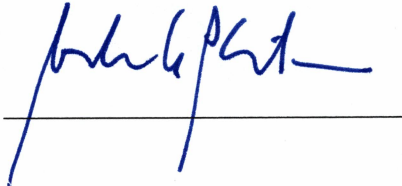
**ROLANDO G. TUNGPALAN**  
Undersecretary  
NEDA, NDO-Investment Programming  
NEDA-sa-Pasig Bldg.  
No. 12 Saint Josemaria Escriva Drive,  
Ortigas Center, Pasig City

Signed by:



**MARIO R. DELOS REYES**  
President  
UP PLANADES  
School of Urban and Regional Planning  
University of the Philippines  
Diliman, Quezon City

Signed in the Presence of





## ACKNOWLEDGMENT

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

JUL 12 2017

QUEZON CITY

Before me this \_\_\_\_\_ day of July, 2017 in \_\_\_\_\_, personally appeared:


Name	Government Issued Identification Document	Date and Place Issued
<b>ROLANDO G. TUNGPALAN</b> <i>In his capacity as Undersecretary</i> NEDA, NDO-Investment Programming NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City	Driver's License No. NO2-86-05146	30 August 2013, Quezon City, Philippines
<b>MARIO R. DELOS REYES</b> <i>In his capacity as President</i> UP PLANADES School of Urban and Regional Planning University of the Philippines, Diliman, Quezon City	Passport No. EC5115173	28 August 2015, DFA Manila, Philippines

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of *five (5)* pages, including this page, together with the documents deemed and construed part of the Contract Agreement, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they 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. 350;  
Page No. 71;  
Book No. 41;  
Series of 2017.

NOTARY PUBLIC

  
**ATTY. RODOLFO J. SOLIVAR**  
**NOTARY PUBLIC IN QUEZON CITY**  
 AM Adm. Not.Com. No. NP-060 1-12-17 until 12-31-2018  
 IBP O.R No. 1038374 Jan. 2017 up to Dec, 2018  
 PTR O.R. No. 3881630 C 01-12-17  
 Roll No. 33832 / TIN #129-871-009  
 MCLF No. V-2014046 valid until 04/15/2018 and valid until 04/15/2018  
 Address: 31-F Harvard St. Cuenca, Quezon City