



Republic of the Philippines

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National Economic and Development Authority

26 July 2017

**NOTICE OF AWARD**

**Mr. NABOR C. GAVIOLA**

President

Transport and Traffic Planners, Inc. (TTPI)

Rm410 J&F Divino Arcade,

961 Aurora Blvd.

Cubao, Quezon City

Dear **Mr. Gaviola:**

The National Economic and Development Authority (NEDA) hereby awards to the Joint Venture (JV) of TTPI, Philkoei International, Inc. (PKII), and Test Consultant Ind. (TCI) the Contract for the *Consulting Services for the Formulation of the Philippine Transportation System Master Plan (PTSMP)* in the total amount of *Ninety Five Million One Hundred Seventy Thousand Four Hundred Twenty Four and 00/100 Pesos (PhP95,170,424.00)* inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs.

In this connection, the JV is hereby advised to post the required Performance Security pursuant to the Revised Implementing Rules and Regulations of Republic Act No. 9184 and enter into contract with the NEDA within ten (10) days from receipt hereof. Attached is a copy of the contract, for your consideration/signature.

Should you have any inquiry, please contact the NEDA Bids and Awards Committee for Consulting Services Secretariat at telephone nos. 631-0945 to 60 loc. 311 or 607.

Thank you.

Yours sincerely,

**JOSE MIGUEL R. DELA ROSA**

Undersecretary

and Designated Head of Procuring Entity

CONFORME:

Signature over Printed Name & Date

2 August 2017

## FORM OF CONTRACT AGREEMENT

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THIS AGREEMENT, made this 7th day of August 2017 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY** (hereinafter called the "Entity") with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROLANDO G. TUNGPALAN**;

and

The **JV OF TRANSPORT AND TRAFFIC PLANNERS, INC. (TTPI), PHILKOEI INTERNATIONAL, INC. (PKII), AND TEST CONSULTANTS, INC. (TCI)** (hereinafter called the "Consultant") represented by TTPI with address at Rm410 J&F Divino Arcade, 961 Aurora Blvd., Cubao, Quezon City, through its President, **NABOR C. GAVIOLA**.

WHEREAS, the Entity is desirous that the Consultant execute the **Consulting Services For The Formulation Of The Philippine Transportation System Master Plan** (hereinafter called "the Works") and the Entity has accepted the proposal/bid for the sum of **Ninety Five Million One Hundred Seventy Thousand Four Hundred Twenty Four Pesos and 00/100 (PhP 95,170,424.00)**, 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 therein:

Output	Timeline
Draft Inception Report indicating the work plan and methodology/approach to be adopted in the conduct of the Study <i>[Five (5) hard copies and in electronic form]</i>	Within one (1) month from contract effectivity.
Draft Business Case Report on the identified short-term investment projects <i>[Five (5) hard copies and in electronic form]</i>	Within seventeen (17) weeks from contract effectivity.
Draft Interim Report including preliminary output/s <i>[Five (5) hard copies and in electronic form]</i>	Within twenty-two (22) weeks from contract effectivity.
Conduct of Stakeholders Consultation	Workshops covering all 18 regions to be conducted within 4 to 9 months from effectivity of contract
Progress Reports <i>[Five (5) hard copies and in electronic form]</i>	Monthly, starting from 1 <sup>st</sup> month up to 11 <sup>th</sup> month, from contract effectivity
Draft VE/VA Report including preliminary output/s <i>[Five (5) hard copies and in electronic form]</i>	Within seven (7) months from contract effectivity.
Draft Final Report <i>[Five (5) hard copies and in electronic form]</i>	Within ten (10) months from contract effectivity.
Final Report <i>[Ten (10) hard copies and in electronic form]</i>	Within twelve (12) months from contract effectivity.

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:

Upon acceptance of the Inception Report	10% of Remuneration Costs
Upon acceptance of the Interim Report	30% of Remuneration Costs
Upon completion of the VE/VA Report	10% of Remuneration Costs
Upon acceptance of the Draft Final Report	30% of Remuneration Costs
Upon acceptance of the Final Report	20% of Remuneration Costs
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100%	

8. 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.
9. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
10. 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.
11. 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:



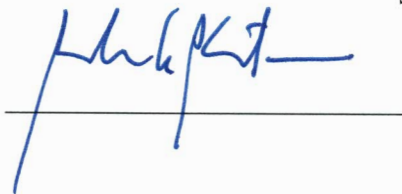
**ROLANDO G. TUNGPALAN**  
Undersecretary  
NEDA National Development Office-  
Investment Programming  
NEDA-sa-Pasig Building  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed by:



**NABOR C. GAVIOLA**  
President  
TTPI  
Rm410 J&F Divino Arcade,  
Cubao, Quezon City  
Metro Manila

Signed in the Presence of:



**ACKNOWLEDGMENT**

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

Before me this **AUG 09 2017** day of \_\_\_\_\_ in \_\_\_\_\_, personally appeared: **QUEZON CITY**

Name	Any Government-Issued Identification Document	Date and Place of Issue
<b>ROLANDO G. TUNGPALAN</b>  In his capacity as Undersecretary,  NEDA National Development Office- Investment Programming  NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport No. EB7601188	10 March 2013 DFA Manila
<b>NABOR C. GAVIOLA</b>  In his capacity as the President  TTPI  Rm410 J&F Divino Arcade, 961 Aurora Blvd., Cubao, Quezon City	Passport No. P3244780 A	31 May 2017 DFA NCR Northeast Valid Until: 30 May 2022

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. 344 ;  
Page No. 69 ;  
Book No. XIX ;  
Series of 707 .

*Florimond C. Rous*  
**ATTY. FLORIMOND C. ROUS**  
Notary Public for Quezon City  
Until December 31, 2017  
PTR No. 3803193 / 01-3-17 / Q.C.  
IBP LIFETIME NO. 00315  
ROLL NO. 25768 / TIN: 142-154-935  
MCLE 5 Comp-00001549; 1-22-2014  
Adm Matter No.156 / RTC-QC / 2016