

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this 22nd day of December 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 **JOINT VENTURE OF ORIENT INTEGRATED DEVELOPMENT CONSULTANTS, INC. (OIDCI), TRACTEBEL, INC. AND UPLB FOUNDATION, INC.** (hereinafter called the "Consultant") represented by OIDCI with address at Unit 518, Union Square One Condo, No.145, 15th Ave. Cubao, 1109 Quezon City, through its President, **HERMAN Z. ONGKIKO**.

WHEREAS, the Entity is desirous that the Consultant execute the *Consulting Services for the Formulation of the Manila Bay Sustainable Development Master Plan* (hereinafter called "the Works") and the Entity has accepted the proposal/bid for the sum of *One Hundred Seventy-one Million Seven Hundred Twenty Nine Thousand Six Hundred and 00/100 (PhP171,729,600.00)*, 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;
- 

112

- (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:

<i>Deliverables</i>	<i>Timeline</i>
COMPONENT 1	
Inception Report, including WFP	Three (3) months from receipt of Notice to Proceed (NTP)
Monthly Progress Reports	Monthly
Situation Analysis Report	Eight (8) months from receipt of NTP
Strategy Building Report	Fourteen (14) months from receipt of NTP
Final Draft Master Plan Report	Fifteen (15) months from receipt of NTP
Institutional Set-up Report	Fifteen (15) months from receipt of NTP
Capacity Building Plan	Fifteen (15) months from receipt of NTP
Final Report	Sixteen (16) months from receipt of NTP
COMPONENT 2	
Action Plan / Investment Report	Twenty-Six (26) months from receipt of NTP
Updated Final Master Plan	Twenty-Eight (28) months from receipt of NTP
Final Action Plan / Investment Report	Thirty (30) months from receipt of NTP

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:

✓

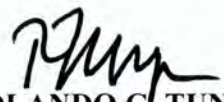
He

Output	Payment Schedule
Component 1 (55%)	
Upon acceptance of Inception Report, including WFP	5%
Upon acceptance of Situation Analysis Report	10%
Upon acceptance of Strategy Building Report	15%
Upon acceptance of Draft Final Report	15%
Upon acceptance of Final Report	10%
Component 2 (45%)	
Upon acceptance of Draft Action Plan/Investment Report	20%
Upon acceptance of Final Action Plan/Investment Report	25%
Total	100%


8. The Deputy Team Leader shall be deployed by the Consultant for at least twenty-three (23) man-months 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:

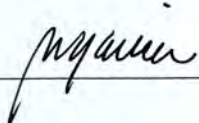

ROLANDO G. TUNGPALAN
 Undersecretary
 NDO Investment Programming
 NEDA-sa-Pasig Building
 No. 12 Saint Josemaria Escriva Drive
 Ortigas Center, Pasig City

Signed by:


HERMAN Z. ONGKIKO
 President
 OIDCI
 Unit 518, Unit Square One Condominium
 145, 5th Avenue, Cubao
 Quezon City

Signed in the Presence of:





ACKNOWLEDGMENT

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

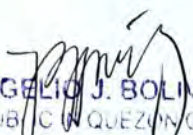
Before me this JAN 04 2018 day of JAN 04 2018 in **QUEZON CITY**, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
ROLANDO G. TUNGPALAN 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
HERMAN Z. ONGKIKO In his capacity as the President OIDCI Unit 518, Union Square One Condo, No.145, 15th Ave. Cubao, 1109 Quezon City	Passport No. P0095532A	August 31, 2016/DFA Manila

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. 293 ;
Page No. 56 ;
Book No. XIX ;
Series of 2018.


ATTY. ROGELIO J. BOLIVAR
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
MCLE No. V-0019296 valid from 04/15/2016 until 04/15/2018
Address: 31-F Harvard St. Cubao, C.