

Contract Agreement Form

*For the Provision of Driving Services for the NEDA Central Office
Under a Three-Year Service Agreement Renewable Annually*

THIS AGREEMENT made this 2nd day of February 2018 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Deputy Director-General, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the **“Procuring Entity”**;

- and -

The **TRIPLE 7 MANPOWER SERVICES, INC.** with address at Mezzanine, Cavite Coliseum, 3 General Aguinaldo Highway, Habay I, Bacoor, Cavite, herein represented by its Executive Vice-President, **WILLIAM A. PUNAYO**, and hereinafter referred to as the **“Service Provider”**;

WHEREAS, upon the invitation of the **Procuring Entity**, the **Service Provider** submitted a bid for the Provision of Driving Services for the NEDA Central Office Under a Three (3)-Year Service Agreement Renewable Annually in the amount of **Seven Million Four Hundred Seventeen Thousand Three Hundred Forty-Six Pesos and 92/100 (PHP7,417,346.92) per annum**, inclusive of all applicable government taxes and charges, (hereinafter referred to as the **“Contract Price”**);

WHEREAS, the total Approved Budget for the Contract (ABC) for the first year is Seven Million Five Hundred Thousand Pesos (PHP7,500,000.00), inclusive of all applicable government taxes and charges;

WHEREAS, the **Procuring Entity** subsequently accepted the bid of the **Service Provider** pursuant to the NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 39, series of 2017 approved on December 29, 2017;

WHEREAS, the **Procuring Entity** and the **Service Provider** shall enter into a contract for a period of one (1) year, reckoned from the date of the actual assumption of the **Service Provider**;

WHEREAS, the **Procuring Entity** undertakes to secure the provision of driving services from the **Service Provider** for a period of three (3) years, renewable on an annual basis subject to satisfactory performance of the engaged services;

WHEREAS, the undertaking shall remain in full force and effect for the remaining two (2) years, subject to the condition that the **Service Provider** has rendered a satisfactory performance for every year of service as determined/assessed by the NEDA, and the bid price remains fixed and is not to be adjusted during contract implementation;

WHEREAS, the bid price may only be adjusted when, pursuant to law or new wage order which took effect after the opening of bids, there is an increase in minimum daily wage, or in premium contributions to SSS, PhilHealth, or Pag-IBIG, or if during the term of the contract, the **Procuring Entity** increase or decrease the number of drivers for the NEDA; *provided*, that the resulting cost of said increase or decrease does not exceed the ABC for the relevant year;

NOW THEREFORE, the **Procuring Entity** and the **Service Provider** have agreed on the following terms and conditions:

1. In this contract, 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 contract, to wit:
 - (a) Bidding Documents, consist of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General Conditions of Contract;
 - v. Special Conditions of the Contract;
 - vi. Schedule of Requirements and Technical Specifications; and
 - vii. Terms of Reference.
 - (b) Service Provider's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Service Provider's bidding envelopes, as annexes;
 - (c) Bid Bulletin No. 1 issued on November 24, 2017;
 - (d) Performance Security;
 - (e) Credit line issued by a licensed bank, if applicable;
 - (f) Abstract of Bids and Post-Qualification Evaluation Report;
 - (g) NBAC-GIP Resolution No. 39, series of 2017;
 - (h) Notice of Award of Contract with the Supplier's *conforme* thereto;
 - (i) Notice to Proceed;
 - (j) Addendum and/or Supplement to the Contract, if any; and
 - (k) 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 **Service Provider**, the **Service Provider** hereby covenants to deliver said services in conformity with the provisions of this Contract in all respects.
4. The **Procuring Entity** hereby covenants to pay the **Service Provider** in consideration for the delivery 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.
5. Should any dispute related to this contract and/or the 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 at the Pasig City.

6. 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 have caused this contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by:



JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA sa Pasig Bldg.
No. 12 Saint Josemaria Escriva Drive,
Ortigas Center, Pasig City

Signed, sealed, and delivered by:



WILLIAM A. PUNAYO
Executive Vice-President
Triple 7 Manpower Services, Inc.
Mezzanine, Cavite Coliseum
3 General Aguinaldo Highway
Habay I, Bacoar, Cavite

Signed in the presence of:



MA. MONICA P. PAGINSAN

ACKNOWLEDGMENT

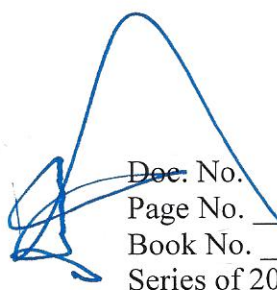
Republic of the Philippines)
(**BACOR CITY CAVITE**) S.S.

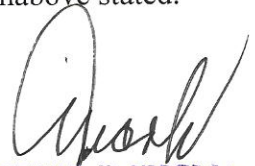
Before me this FEB 02 2018 day of in **BACOR CITY CAVITE**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
JOSE MIGUEL R. DE LA ROSA In his capacity as Undersecretary NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	TIN 119 736 263	
WILLIAM A. PUNAYO In his capacity as Executive Vice-President Triple 7 Manpower Services, Inc. Mezzanine, Cavite Coliseum 3 General Aguinaldo Hi-way Habay I Bacoar, Cavite		

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page, together with the documents deemed 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. 213
Page No. 44 ;
Book No. 14 ;
Series of 2018.


ATTY. ANTONIO T. NICOLAS
CAVITE NOTARY PUBLIC
UNTIL FEBRUARY 28, 2019
POBLACION BACOR, CAVITE
ROLL NO. 27475
PTR NO. 1334064/1-3-2018/BACOR
IBP NO. 1063566/1-3-2018/CAVITE