

## CONTRACT AGREEMENT

*Consulting Services for the Formulation of the National Irrigation Master Plan (NIMP)*

**THIS AGREEMENT** made this 16<sup>th</sup> day of AUGUST 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 Undersecretary, **ROLANDO G. TUNGPALAN**, and hereinafter referred to as the **"Procuring Entity"**;

- and -

**UP LOS BAÑOS FOUNDATION, INC.** with address at A. Aglibut Avenue, UPLB Campus, Los Baños, Laguna, herein represented by its Executive Director, **DR. CASIANO S. ABRIGO, JR.**, and hereinafter referred to as the **"Consultant"**;

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Consultant** submitted proposal/bid for the Procurement of Consulting Services for the Formulation of the National Irrigation Master Plan (NIMP) in the sum of **Forty Million Seven Hundred Forty-Two Thousand One Hundred Thirty-Six Pesos (PHP40,742,136.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, hereinafter referred to as the **"Contract Price"**;

**WHEREAS**, the **Procuring Entity** subsequently accepted the proposal/bid of the **Consultant** pursuant to the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 83-2018 approved on 06 August 2018;

**NOW THEREFORE**, the **Procuring Entity** and the **Consultant** 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, consisting of:
    - i. Request for Expression of Interest;
    - ii. Instructions to Proponents/Bidders;
    - iii. Proposal/Bid Data Sheet;
    - iv. General and Special Conditions of Contract; and
    - v. Terms of Reference;
  - (b) 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;

- (c) Bid Bulletin Nos. 01, 02, 03, and 04 issued on 13 April 2018, 18 April 2018, 21 May 2018, and 01 June 2018, respectively;
  - (d) Eligibility requirements, documents and/or statements;
  - (e) Performance Security (Check No. MC 0000035725);
  - (f) NBAC-CS Resolution Nos. 02-2018, 03-2018, 11-2018, 27-2018, 61-2018, and 83-2018;
  - (g) Highlights of the Negotiation and Clarificatory Meetings held on 13 July 2018 and 20 July 2018, respectively;
  - (h) Abstract of Bids;
  - (i) Notice of Award with the Consultant's *conforme* thereto;
  - (j) Notice to Proceed;
  - (k) Addendum and/or Supplement to the Contract, if any; 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 to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.
  4. The Procuring 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 time and in the manner prescribed by this Contract.
  5. The **Consultant** shall deliver to the **Procuring Entity** three (3) hard copies of the following outputs in the form and within the timeline indicated herein:

Deliverable	Timeline
Draft Inception Report including Work and Financial Plan (WFP)	One (1) month from receipt of the Notice to proceed (NTP)
Final Inception Report including WFP	Two (2) weeks after receiving comments from NIA/NEDA
Interim Report	Four and a half (4½) months from receipt of NTP
Draft Master Plan	Eight and a half (8½) months from receipt of NTP
Presentation to the NIA Board	Within one (1) month from submission of the Draft Master Plan
Presentation to INFRACOM / SCWR	Within one and a half (1½) months from submission of the Draft Master Plan
Final Master Plan	2 weeks after receiving comments from INFRACOM / SCWR



Progress Reports	Monthly after approval of Inception Report and WFP
Printing of the Master Plan and Finalization/Submission of Information Drive Materials / Audio-Visual Presentation (AVP) of Master Plan	Upon acceptance of Master Plan and within ten (10) months from effectivity of contract

6. The Consultant shall submit a detailed WFP to NIA for review (copy furnish NEDA for monitoring purposes and payment processing) within seven (7) calendar days from receipt of the NTP.
7. 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 Consultant shall submit a certification of actual disbursements made under oath.
8. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule, and upon recommendation and endorsement of the National Irrigation Administration (NIA), as the Implementing Agency, to NEDA:

Particulars	Payment Allocation and Amount
Upon acceptance of the Final Inception Report, including WFP	15%
Upon acceptance of the Interim Report	15%
Upon acceptance of the Draft Master Plan	25%
Upon acceptance of the Final Master Plan	30%
Upon Satisfactory Completion of the Printing of the Master Plan and Preparation of the AVP	15%
<b>TOTAL</b>	<b>100%</b>


9. The Master Plan shall be completed in nine (9) months, spread over a period of ten (10) months, commencing from the date of receipt of the Consultant of the NTP.
10. This Contract 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 the regular personnel of the government.
11. Where the Consultant refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Consultant shall pay the Procuring Entity for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. Should the

amount of liquidated damages reach ten percent (10%) of the Contract Price, the Procuring Entity shall at its own discretion terminate the Contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consultant.

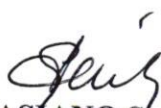
12. To be entitled to such liquidated damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Consultant under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Consultant whichever is convenient to the Procuring Entity.
13. Any amendment to this Contract shall be made in writing signed by the Procuring Entity and the Consultant.
14. 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.
15. 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.

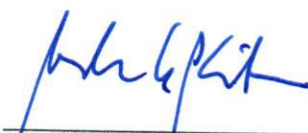
Signed, sealed, and delivered by:

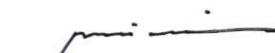
  
**ROLANDO G. TUNGPALAN**  
Undersecretary  
NEDA National Development Office  
- Investment Programming  
NEDA-sa-Pasig Building  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed, sealed, and delivered by:

  
**DR. CASIANO S. ABRIGO, JR.**  
Executive Director  
UP Los Baños Foundation, Inc.  
A. Aglibut Avenue, UPLB Campus  
Los Baños, Laguna

Signed in the presence of:

  
**RODERICK M. PLANTA**

  
**MARILOU C. ATANANTE**



## ACKNOWLEDGMENT

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

Before me this \_\_\_\_\_ day of **AUG 17 2018** in **PASIG CITY**,  
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
<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	NEDA ID No. 776092	NEDA PASIG CITY
<b>DR. CASIANO S. ABRIGO, JR.</b> In his capacity as Executive Director UP Los Baños Foundation, Inc. Aglibut Avenue, UPLB Campus Los Baños, Laguna	Professional Driver's License	19 June 2018, LTO Calamba, Laguna

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 this Contract, 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. 1571  
Page No. 1571  
Book No. 7  
Series of 2018.

**ATTY. PATRICK I. PENACHOS**  
Notary Public  
Appointment No. 132 (2018-2019)  
Roll No. 64888/TIN No. 245-743-042  
MCLE Compliance No. V0010458  
4/F DAP Bldg., San Miguel Avenue  
Ortigas Center, Pasig City