

CONTRACT AGREEMENT

For the Consulting Services for the Formulation of a Master Plan for the Sustainable Urban Infrastructure Development for the Baguio City- La Trinidad- Itogon- Sablan-Tuba-Tublay (BLISTT) Growth Center

THIS AGREEMENT made this day of JAN 07 2019 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency with principal office No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, represented by its Undersecretary, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the **“Procuring Entity”**;

- and -

The **JOINT VENTURE OF UP PLANNING AND DEVELOPMENT RESEARCH FOUNDATION, INC. (UP PLANADES)** with address at UP SURP Building, E. Jacinto Street, UP Campus, Diliman, Quezon City; **TRACTEBEL, INC. (TRACTEBEL)** with address at Suite 201-203 Hanson Bldg., F. Ortigas Jr. Road, Pasig City; **AND CEST, INCORPORATED** with address at Unit 1404 Prestige Tower, F. Ortigas Jr. Road, Ortigas Center, Pasig City, herein represented by the President of UP PLANADES and authorized representative of the Joint Venture, **MARIO R. DELOS REYES**, 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 a Master Plan for the Sustainable Urban Infrastructure Development for the Baguio City- La Trinidad-Itogon- Sablan-Tuba-Tublay (BLISTT) Growth Center in the sum of **Fifty Eight Million, Five Hundred Eighty Five Thousand, Seven Hundred Pesos and 00/100 (P58,585,700.00)**, 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. 261 (2018) approved on 17 December 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 (TOR);
- (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, and 03 issued on 28 August 2018, 14 September 2018 and 08 October 2018 respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security;
- (f) NBAC-CS Resolution Nos. 91 (2018), 101 (2018), 113 (2018), 128 (2018), 215 (2018), and 261 (2018);
- (g) Highlights of the Negotiation Meeting held on 13 November 2018;
- (h) Abstract of Bids;
- (i) Notice of Award with the Consultant's *conforme* thereto;
- (j) Notice to Proceed (NTP);
- (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. The **Consultant** shall submit four (4) hard copies of the quality deliverables NEDA CAR for review of concerned entities and two (2) hard copies to **Procuring Entity** for review and monitoring purposes as well as payment processing, including electronic/soft copies of the following outputs in the form and within the timeline indicated herein:

DELIVERABLE	TIMELINE
Draft Inception Report including WFP	One (1) month from receipt of NTP
Final Inception Report	Fifteen (15) calendar days after receiving comments from NEDA CAR and NEDA
Monthly Progress Reports	Monthly until the end of the eleventh (11th) month (excluding the sixth, and ninth months), within seven (7) calendar days from the end of agreed month-period
Situational Analysis Report	3.5 months from receipt of NTP
Midterm Report	Six (6) months from receipt of NTP
Preliminary Business Case/ Pre-FS Reports	10 months from receipt of NTP
Draft Final Report (Master Plan and Pre-FS)	Eleven (11) months from receipt of NTP
INFRACOM and/or BLISTT Governing and Development Councils and RDC CAR Presentations	Within two (2) weeks from submission of Draft Final Report
Final Report (Master Plan and Pre-FS)	Fifteen (15) calendar days after receipt from NEDA CAR and NEDA of the evaluation/comments but not more than

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	twelve (12) months from receipt of NTP
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1. The **Consultant** shall submit a detailed WFP to the NEDA-CAR for review (*copy furnish NEDA for monitoring purposes and payment processing*) within one (1) month from the date of commencement as indicated in the NTP.
2. 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.
3. 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.
4. 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.
5. Billing for non-reimbursable items, including professional fees, shall be in accordance with the following delivery schedule, upon recommendation and endorsement of NEDA-CAR to NEDA, and subject to the usual Government accounting and auditing requirements:

DESCRIPTION	PAYMENT
Upon review and acceptance of the Inception Report and WFP	15 %
Upon acceptance of the Situational Analysis Report	15%
Upon acceptance of the Midterm Report	20%
Upon acceptance of the Preliminary Reports: Business Case/Pre- FS	15%
Upon submission of the Draft Final Report	15%
Upon acceptance of the Final Report	20%
TOTAL	100 %


6. The Consulting Services shall be completed within Twelve (12) months commencing from the date of receipt of the NTP by the **Consultant**.
7. 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.




8. 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 may, 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.
9. 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 to 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**.
10. Any amendment to this Contract shall be made in writing signed by the **Procuring 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 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 Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


MARIO R. DE LOS REYES
President of UP PLANADES
Authorized Representative of the
Joint Venture of UP PLANADES,
TRACTEBEL, and CEST
UP SURP Building, E-Jacinto Street,
UP Campus, Diliman, Quezon City

Signed in the presence of:


KATHLEEN P. MANGUNE


PRIMITIVO C. CAL

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

QUEZON CITY

Before me this _____ day of JAN 07 2019 in QUEZON CITY,
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	Passport No. S0012632A	DFA Manila 02 Nov 2017
MARIO R. DELOS REYES In his capacity as President of UP PLANADES Authorized Representative of the Joint Venture of UP PLANADES, TRACTEBEL, and CEST UP SURP Building, E-Jacinto UP Campus, Diliman, Quezon City	Passport No. EC5115173	DFA Manila 27 AUG 2020

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.


JAN 07 2019

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 369

Page No. 74

Book No. 23-1
2019


ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 - 1-02-2019/ QC
IBP No. AR14460591 - 12-17-2018/ QC
Roll No. 30457 - 05-09-80
MCLE 5-0012536 - 12-21-2015
Adm. Matter No. NP 270 (2018-2019)

Page 5 of 5

