

CONTRACT AGREEMENT

*Consulting Services for the Formulation of a Master Plan for Sustainable Urban
Infrastructure Development in Pagadian City*

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

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, with principal office address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **MR. JOSE MIGUEL R. DELA ROSA**, and hereinafter referred to as the **"Procuring Entity"**;

- and -

The **JOINT VENTURE (JV) of TEST CONSULTANTS, INC. (TCI)**, with office address at Suite 3202 Antel Global Corporate Center, No. 3 Julia Vargas Avenue, Ortigas Center, Pasig City, and **WOODFIELDS CONSULTANTS, INC. (WCI)**, with office address at 153 Kamias Road Extension, Kamias, Quezon City, herein represented by the President of TCI and authorized representative of the JV, **MS. MARILYN M. ALONZO**, 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 Sustainable Urban Infrastructure Development in Pagadian City in the sum of **Sixty Million Seven Hundred Seventy-Six Thousand Two Hundred and 00/100 Pesos (PhP60,776,200.00)**, 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** which was duly approved by the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) through NBAC-CS Resolution No. 272-2018 dated 21 December 2018;

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

1. In this Contract 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 Contract Agreement, to wit:

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mainly conforming to

- (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, 03, and 04 issued on 04, 15 October, 15 and 23 November 2018, respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security Bond No. G(13)A08990;
- (f) NBAC-CS Resolution Nos. 136-2018, 144-2018, 146-2018, 188-2018, 214-2018, 253-2018 and 272-2018;
- (g) Highlights of the Negotiation Meeting held on 18 December 2018;
- (h) Abstract of Bids;
- (i) Notice of Award (NOA) 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 simultaneously submit two (2) hard copies to the NEDA Regional Office (NRO) IX for review and four (4) hard copies to the **Procuring Entity** for review, monitoring purposes and 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 Work and Financial Plan (WFP)	One (1) month from receipt of Notice to Proceed (NTP)
Final Inception Report	Fifteen (15) calendar days after receiving comments from NEDA
Monthly Progress Reports	Monthly until the end of the eleventh (11 th) month (<i>excluding the 6th and 9th months</i>), within seven (7) calendar days from the end of agreed month-period
Situational Analysis Report	Three and one-half (3.5) months from receipt of NTP
Midterm Report	Six (6) months from the receipt of NTP
Preliminary Business Case/Pre-Feasibility Study (F/S) Reports	Ten (10) months from receipt of NTP
Draft Final Report (Master Plan, Pre-F/S and AVP/3D Model)	Eleven (11) months from receipt of NTP

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mainly monitors only

Deliverable	Timeline
NEDA Presentation	Within one (1) week from submission of Draft Final Report
INFRACOM/RLUC IX/RDC IX Presentation	Within two (2) weeks from submission of Draft Final Report
Final Report (Master Plan, Pre-F/S and Operational Plan/Investment Report)	Fifteen (15) calendar days after receipt from NEDA of the evaluation/comments, but not more than twelve (12) months from receipt of NTP

4. The **Consultant** shall submit a detailed WFP to NRO IX for review (*copy furnish the NEDA-Infrastructure Staff [IS] for review, monitoring purposes and payment processing*) within one (1) month from the date of commencement as indicated in the NTP;
5. The Monthly Progress Reports shall be the basis for payment of reimbursable items. Billing for the reimbursable items shall be on monthly basis, 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 expenditures made under oath;
6. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule:

Milestone	Percentage
Upon NEDA approval/acceptance of the Final Inception Report and WFP	10% of Remuneration
Upon NEDA acceptance of the Situational Analysis Report	10% of Remuneration
Upon NEDA acceptance of the Midterm Report	15% of Remuneration
Upon NEDA acceptance of the Preliminary Reports: Business Case/Pre-FS	15% of Remuneration
Upon NEDA acceptance of the Draft Final Report	20% of Remuneration
Upon NEDA acceptance of the Final Report	30% of Remuneration
TOTAL	100%

7. 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 Agreement in all respects;
8. 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 Agreement;

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9. The Study shall be completed within a period of twelve (12) months, commencing from the date of receipt of the NTP by the **Consultant**;
10. This Contract Agreement 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. The **Consultant** shall provide an after sales service for any proprietary software used (e.g., access, maintenance and support, including, but not limited to, bug fixes, tweaking/system change, updating) within a period of twelve (12) months, commencing on the date of completion of the work within the specified contract time, plus any time extension duly granted, or after full payment of the Contract, to the **Procuring Entity**;
12. All submitted outputs/reports/documents under this Contract Agreement, including but not limited to tracings, as-built drawings, estimates, digital information, computer model and data, specifications, investigations and studies completed or partially completed, inspection logs, and photographs, shall be the property of the **Procuring Entity** upon completion of the work/full payment of the Contract or termination of the Agreement. Copyrights shall nonetheless be governed by existing laws, rules and regulations.
13. 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 Agreement without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the **Consultant**;
14. 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**;
15. Any modification, alteration, or addition in the terms of this Contract shall be in writing, and signed by the Parties and/or their authorized representatives, otherwise, it shall not bind the Parties hereof.
16. Should any dispute related to this Contract Agreement 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, Philippines,


17. 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 Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

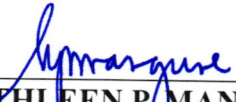
Signed, sealed, and delivered by:

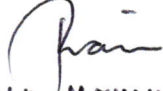
Signed, sealed, and delivered by:


JOSE MIGUEL R. DELA ROSA
Undersecretary
NEDA Central Support Office (CSO)
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City


MARILYN M. ALONZO
President of TCI and Authorized
Representative of the JV of
TCI and WCI
Suite 3202 Antel Global Corporate
Center, No. 03 Julia Vargas Avenue
Ortigas Center, Pasig City

Signed in the presence of:


KATHLEEN P. MANGUNE
Signature over printed name


RAZELLE NATHALIE R. NARCISE
Signature over printed name

ACKNOWLEDGMENT

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

JAN 07 2019

Before me this _____ day of _____ in **QUEZON CITY**,
 personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
JOSE MIGUEL R. DELA ROSA In his capacity as Undersecretary NEDA Central Support Office (CSO) NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Philippine Passport S0012632A	02 November 2017 DFA Manila
MARILYN M. ALONZO In her capacity as President and Authorized Representative of the JV of TCI and WCI Suite 3202 Antel Global Corporate Center, No. 03 Julia Vargas Avenue Ortigas Center, Pasig City	Passport No. P5935292A	07 February 2018 DFA NCR East

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of **six (6) pages** including this page, together with the documents deemed and construed part of this 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. 171
 Page No. 18
 Book No. 171
 Series of 2019.

ATTY. ROGELIO J. BOLIVAR
 NOTARY PUBLIC IN QUEZON CITY
 AM Adm. Not. Com. No. 01-12-10-001 (2-31-2020)
 IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
 PTR O.R. No. 7376155 C 1-7-19 / Roll No. 33832 / TIN# 129-871-009
 MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019/PASIG CITY
 Address: 31-F Harvard St. Cubao, Q.C.