

CONTRACT AGREEMENT

For the Conduct of a Series of Training Workshops on Transport Demand/Traffic Analysis and Forecasting for the Sustainability of the Philippine Transport System Master Plan

THIS AGREEMENT made this 7th day of January 2019 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, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the "**Procuring Entity**";

- and -

The **JOINT VENTURE (JV) OF SMDI CONSULTANTS, INC. (SMDI)** with address at Unit 302 Platinum 2000, 7 Annapolis Street, Green Hills, San Juan City and **TRANSPORT AND TRAFFIC PLANNERS, INC. (TTPI)** with address at Room 410 J&F Divino Arcade, 961 Aurora Blvd., Cubao, Quezon City, herein represented by the President of SMDI and authorized representative of the Joint Venture, **MERCEDITAS V. TUAZON**, 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 Conduct of a Series of Training Workshops on Transport Demand/Traffic Analysis and Forecasting for the Sustainability of the Philippine Transportation System Master Plan in the sum of **Fourteen Million Nine Hundred Sixty Two Thousand Seven Hundred Sixty Pesos (PHP14,962,760.00)**, 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. 246-2018 approved on 18 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;
 - (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. 1, 2, 3, 4, and 5 issued on 14 September 2018, 25 September 2018, 22 October 2018, 29 October 2018, and 09 November 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security: OIC Bond No. G(13)150262;
 - (f) NBAC-CS Resolution Nos. 114-2018, 115-2018, 138-2018, 179-2018, 228-2018, and 246-2018;
 - (g) Highlights of the Negotiation Meeting conducted on 12 December 2018;
 - (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 the following outputs in the form and number indicated therein:

Deliverables	Description	Completion
Inception Report	Report shall include, at the minimum, a summary of the training plan and methodology, and overall work and resource plan. The report shall also include schedule of activity for each training workshop and training venue options to ensure continuous attendance of the training workshop participants.	20 working days from receipt of NTP
Detailed Training Plan based on the Diagnostic	The Detailed Training Plan shall include, at the minimum, the necessary activities and corresponding schedules, required	20 working days after acceptance of Inception report

Deliverables	Description	Completion
Assessment Report	inputs/resources, potential venue, criteria for selection of participants, names/offices of participants, delineating the roles/responsibilities and accountabilities on expected outputs and outcome, and the actual training programs. The Diagnostic Assessment Report will be based on the results of the diagnostic assessment to gauge participants' understanding/knowledge of Traffic Analysis and Forecasting. The results shall determine the overall design and content of the training kits.	
Customized Training Kits	<p>Aside from the comprehensive modules itself, the modules should include pre- and post-training evaluation forms.</p> <p>Training manuals on the ten- and five-day modules shall be provided to the participants and (5) extra sets submitted to NEDA-Infrastructure Staff.</p>	20 working days after the acceptance of Detailed Training Plan
Actual conduct of Training Workshops	<p>Training courses on Network Analysis and hands-on training with the following specifications for each software:</p> <ol style="list-style-type: none"> 1. STRADA – one (1) batch of ten (10)-day training course and hands-on training, which shall be conducted within five (5) working days from approval of customized training kits; 2. Visum – one (1) batch of 5-day training course and hands-on training, which shall be conducted within 5 working days from completion of the STRADA training; and 3. Vissim – one (1) batch of 5-day training course and hands-on training, which shall be conducted within 5 working days from completion of the Visum training. 	35 working days, including preparatory activities, after acceptance of Customized Training Kits

Deliverables	Description	Completion
Final Report/Project Completion Report	<p>The Final Report shall consist of (a) Final Statement of Expenditure which reports on the use of the total contract amount; and (b) Completion Report, of such scope and in such detail as NEDA shall reasonably request, on the execution of this TOR, its costs, the activities undertaken, the results and benefits derived and to be derived from it (Section 3.4.7 of the TOR), which shall include:</p> <ul style="list-style-type: none"> i. Recommendations and/or action plan indicating the application of the software training to the NEDA evaluation process; and ii. Report on how sector parameters, e.g., level of service for toll roads, roundtrip time for railways, etc., should be validated. 	15 working days after last batch of training workshops

6. The proposed scope of studies to be used in the training workshop shall include transport models of master plans, and of specific transport projects.
7. The maintenance coverage and after-sales support of the three (3) softwares to be procured are as follows:
 - (a) STRADA – TTPI will assume one (1) year maintenance and technical support;
 - (b) Visum – One (1) year maintenance coverage is included. After-sales and technical support to be provided by SMDI; and
 - (c) VISSIM - One (1) year maintenance coverage is included. After-sales and technical support to be provided by SMDI.
8. The number of working days for the completion of the deliverables shall include seven (7) calendar days NEDA review of the output and seven (7) calendar days' revision period for the **Consultant**.
9. The **Consultant** shall submit a detailed Work and Financial Plan (WFP) to the NEDA for review within ten (10) calendar days from receipt of Notice to Proceed (NTP).
10. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the reimbursable items may be requested 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.

11. Payment of remuneration shall be made in accordance with the following delivery schedule:

Description	Payment
Upon NEDA's acceptance of Inception Report	20%
Upon NEDA's acceptance of approved detailed training plan	30%
Upon NEDA's acceptance of approved customized training kits	30%
Upon NEDA's acceptance of Final Report (expenditures incurred and accomplishments)	20%
	100%

12. The Study shall be completed within eight (8) months, commencing from the date of receipt of NTP.
13. 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.
14. 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**.
15. 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**.
16. 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.
17. 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.
18. 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.

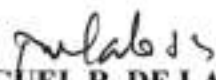
JM

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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 St. Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


MERCEDITAS V. TUAZON
President and Authorized
Representative of the JV of SMDI
and TTPI
Unit 302 Platinum 2000, 7 Annapolis
Street, Green Hills, San Juan City

Signed in the presence of:


KATHLEEN P. MANGUNE


MARIEL R. UERA

ACKNOWLEDGMENT

Republic of the Philippines)

CITY OF MAKATI

Before me this 11 day of JAN 11 2019 in **CITY OF MAKATI**
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	NEDA- ID No. 316825	Pasig City
MERCEDITAS V. TUAZON In her capacity as President and Authorized Representative of the JV of SMDI and TTPI Unit 302 Platinum 2000, 7 Annapolis Street, Green Hills, San Juan City	OSCA 12512-F	Quezon City March 25, 2014

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of seven (7) 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. 240
Page No. 49
Book No. 12
Series of 2019.

ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment # M-82 until 12/31/2019
PTR No. 7333096-Jan 3, 2019, Makati City
Roll No. 45790, IBP Lifetime Roll #04897
MCLE No. V-0019692/April 15, 2016
G/F Fedman Suites, 199 Sulcedo Street
Legaspi Village, Makati City