

CONTRACT AGREEMENT

*For the Consulting Services for the Conduct of Feasibility Study (F/S) for the
UP PGH Diliman Project*

THIS AGREEMENT made this 28 day of December 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 **ESCA Incorporated (lead firm)** and **Luis & Associates**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at ESCA Global Centre, No.78, 8th Avenue, Brgy. Socorro, Murphy, Cubao, Quezon City, represented by its President, **ERNESTO S. DE CASTRO, Ph.D.**, and hereinafter referred to as the "**Consultant**";

WHEREAS, the Procuring Entity posted the announcement for the Bidding for the Procurement of Consulting Services for the Conduct of Feasibility Study (F/S) for the UP PGH Diliman Project on April 2018 which failed and posted the 2nd Public Bidding on 16 August 2018 where the Consultant together with three (3) other Bidders expressed interest and submitted the Eligibility Documents.

WHEREAS, the Consultant received the Notice of Shortlisting for the 2nd Public Bidding on 19 September 2018 and was invited to submit its bid.

WHEREAS, upon the invitation of the **Procuring Entity**, the **Consultant** submitted its bid as a lone bidder for the 2nd Public Bidding for the Procurement of Consulting Services for the Conduct of Feasibility Study (F/S) for the UP PGH Diliman Project in the sum of **Forty-Six Million One Hundred Seventy Eight Thousand Six Hundred Pesos and 00/100 (P46,178,600.00)**, 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** found the Consultant's bid responsive and subsequently accepted the same pursuant to the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No.87-2018 approved on 7 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 (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. 01,02,03,04,05 and 06 issued on July 31, August 13, September 3, 12, 19 and October 4, 2018 respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security No. 6137155199;
- (d) NBAC-CS Resolution Nos. 01-2018, 13-2018, 100-2018, 142-2018, 216-2018 and 231-2018;
- (f) Highlights of the Negotiation Meeting held on November 13, 2018;
- (g) Abstract of Bids;
- (h) Notice of Award with the Consultant's *conforme* thereto;
- (i) Notice to Proceed (NTP);
- (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. The **Consultant** shall deliver to the **Procuring Entity** the following outputs in the form and number as well as within the timeline indicated herein:

Deliverable	Timeline
Inception Report [including Work and Financial Plan (WFP)]	One (1) month from receipt of NTP
Monthly Progress Reports	Monthly, within seven (7) calendar days from end of agreed month-period
Interim Report	Four (4) months from receipt of NTP
VE / VA Report	Five (5) months from receipt of NTP
Draft Final Report	Six (6) months from receipt of NTP
Final Report	30 calendar days after receipt from UP of the evaluation/comments but not more than seven (7) months from receipt of NTP

4. 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.
5. 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.
6. Billing for reimbursable items shall be on monthly basis, based on the actual expenses incurred and supported by official receipts/documents or certification of actual expenditures made under oath, including the monthly progress reports.
7. Billing for non-reimbursable items, including professional fees, shall be in accordance with the following delivery schedule and subject to the usual government accounting and auditing requirements:

Output	Payment Schedule
Upon acceptance of Inception Report	15%
Upon acceptance of Interim Report	35%
Upon acceptance of VE/VA Report	10%
Upon acceptance of Draft Final Report	25%
Upon acceptance of Final Report	15%
Total	100%

8. The Study shall be undertaken within a period of seven (7) months, commencing from the date of receipt of the Notice to Proceed (NTP) by the **Consultant** excluded of the review period by the Procuring Entity.
9. 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.
10. All submitted outputs/reports/documents under this contract, 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 NEDA 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.
11. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**. However, if such amendment causes an increase in time and/or cost, the additional time and cost must be agreed upon by the parties in writing prior to commencement of the additional works by the Consultant.
12. Shall use their best efforts to negotiate in the good faith and settle amicably any dispute that may arise out of or in relation to this Agreement. If any such dispute cannot be settled amicably through negotiation by appropriate representatives of

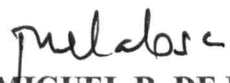
the parties of mediation by a third party, the parties shall submit the same to the Construction Industry Arbitration Commission (CIAC) pursuant to Executive Order 1008 (the Construction Industry Arbitration Law) by one arbitrator to be appointed in accordance with such Rules. The place of arbitration shall be Philippines.


13. 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.

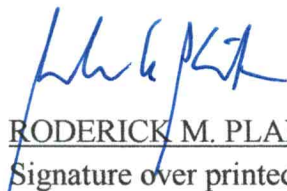
Signed, sealed, and delivered by:

Signed, sealed, and delivered by:


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


ERNESTO S. DE CASTRO, Ph.D
President
ESCA Incorporated
ESCA Global Centre, No.78, 8th Avenue,
No.78, 8th Avenue, Brgy. Socorro,
Murphy, Cubao, Quezon City

Signed in the presence of:


RODERICK M. PLANTA
Signature over printed name


JAIME R. ESPERANZA
Signature over printed name

ACKNOWLEDGEMENT

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

JAN 15 2019

Before me this _____ day of _____ 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 Building No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Philippine Passport S0012632A	02 November 2017 DFA Manila
ERNESTO S. DE CASTRO, Ph.D In his capacity as President ESCA Incorporated ESCA Global Centre, No. 78, 8 th Avenue, Brgy. Socorro, Murphy, Cubao, Quezon City	PRC ID 008834	23 March 2017 Manila

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. 244
Page No. 49
Book No. J
Series of 2019.

ATTY. RUBEN M. ADANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 7324188, DT-CL-2019, Quezon City
IBP NO. AR4932, DT-CL-2019 QC Chapter 3
Roll of Notaries Public 46427,
Actual Matter No. 053
MCLE-V-0024616
TIN: 140-394-386-000