

CONTRACT AGREEMENT

Consulting Services for the Formulation of Comprehensive and Sustainable Urban Infrastructure Master Plans for Metro Iloilo and Metro Bacolod

THIS AGREEMENT made this 7th day of January 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 the **UNIVERSITY OF THE PHILIPPINES PLANNING AND DEVELOPMENT RESEARCH FOUNDATION, INC. (U.P. PLANADES)** (lead firm), **PHILKOEI INTERNATIONAL, INC. (PKII)**, **PACIFIC RIM INNOVATION AND MANAGEMENT EXPONENTS, INC. (PRIMEX)**, and **T.A.M. PLANNERS CO.**, with principal office address at the School of Urban and Regional Planning (SURP), U.P. Diliman, Quezon City, herein represented by the President of U.P. PLANADES, **MR. 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 Comprehensive and Sustainable Urban Infrastructure Master Plans for Metro Iloilo and Metro Bacolod in the sum of **Seventy-Five Million Twenty Thousand Four Hundred Thirty-Five and 59/100 Pesos (Php75,020,435.59)**, 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. 271-2018 dated 20 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:

- (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 02, 08, 16 October, 14 and 26 November 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security No. G(13) 156901 (PhP22,506,130.68);
 - (f) NBAC-CS Resolution Nos. 153-2018, 156-2018, 157-2018, 229-2018, 263-2018 and 271-2018;
 - (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) VI 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:

Deliverables	Timelines
Draft Inception Report, including Work and Financial Plan (WFP)	Within two (2) months from the commencing date indicated in the NTP
Final Inception Report and WFP	Within fifteen (15) calendar days after receipt of comments from NEDA
Monthly Progress Reports	Monthly until the end of the 10 th month, within seven (7) calendar days from end of agreed month-period
Preliminary Report (including, but not limited to, Brief Profile of each Metropolitan Area, Situation Analysis Report, analyses on base case, scenarios and information gaps, development of reference case, identification and assessment of potential measures, other preliminary findings)	Within four (4) months from the commencing date indicated in the NTP
Draft Master Plan (including AVP/3D Model)	Within six (6) months from the commencing date indicated in the NTP
NEDA/INFRACOM//RDC VI Presentation	Within two (2) weeks from submission of Draft Master Plan
Final Master Plan	Within seven (7) months from the commencing date indicated in the NTP

Deliverables	Timelines
Final Report (to include Pre-F/S, Updated Final Master Plan, Updated Preliminary Report, Business/Investment Plan, Implementation Plan, Map Atlas and Shape [.shp] Files)	Within thirty (30) calendar days after receipt from NEDA of the evaluation/comments, but not more than twelve (12) months from the commencing date indicated in the NTP

4. The **Consultant** shall submit a detailed WFP to NRO VI 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 acceptance of the Final Inception Report, including Work and Financial Plan (WFP)	15% of Remuneration
Upon NEDA acceptance of the Preliminary Report (including, but not limited to, Brief Profile of each Metropolitan Area, Situation Analysis Report, analyses on base case, scenarios and information gaps, development of reference case, identification and assessment of potential measures, other preliminary findings)	15% of Remuneration
Upon NEDA acceptance of the Draft Master Plan	20% of Remuneration
Upon NEDA acceptance of the Final Master Plan	20% of Remuneration
Upon NEDA approval of the Final Report (to include Pre-F/S, Updated Final Master Plan, Updated Preliminary Report, Business/Investment Plan, Implementation Plan, Map Atlas and Shape [.shp] Files)	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 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;
9. The Study shall be undertaken within a period of twelve (12) months, commencing from the date indicated in the NTP;

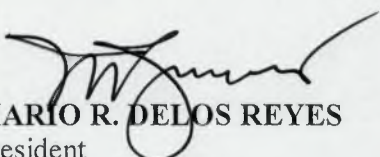
10. This Contract Agreement shall not create an employer-employee relationship between the **Procuring Entity** and the **Consultant** nor shall the services rendered herein be considered as government service. The **Consultant** shall not be entitled to benefits enjoyed by the regular personnel of the 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 from 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** shall, 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 Agreement 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; and,
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.

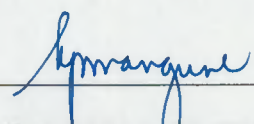
Signed, sealed, and delivered by:


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

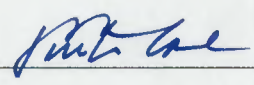
Signed, sealed, and delivered by:


MARIO R. DELOS REYES
President
U.P. PLANADES
School of Urban and Regional Planning
(SURP)
UP Diliman, Quezon City 1101

Signed in the presence of:


KATHLEEN P. MANGUNE

Signature over printed name


PRIMITIVO C. CAL

Signature over printed name

ACKNOWLEDGEMENT

Republic of the Philippines)

QUEZON CITY S.S.

Before me this _____ day of **FEB 04 2019** 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
MARIO R. DELOS REYES In his capacity as President and Authorized Representative of the JV of U.P. PLANADES, PKII, PRIMEX, and T.A.M. Planners Co. School of Urban and Regional Planning (SURP), U.P. Diliman, Quezon City 1101	Philippine Passport EC5115173	28 August 2015 DFA Manila

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.

FEB 04 2019 **QUEZON CITY**
WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 910;
Page No. 62;
Book No. 171-A
Series of 2019.

NOTARY PUBLIC
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323842 - 1-33-26181 QC
IBP No. AR14460591 - 1-413-2918/ QC
Roll No. 33157 - 20-08-30
MCLE 5-0012537 - 10-11-2015
Adm. Matter No. NP-276 (2018-2019)

JM