

## CONTRACT

THIS AGREEMENT, made this 18th day of May, 2016 between **Road Board** of 2/F, Ave Maria Building, 1517 Quezon Ave., Cor. Examiner St., Quezon City (hereinafter called the "Entity") and **UP PLANADES/Transport and Traffic Planners Inc. (JV)** of School of Urban and Regional Planning, University of the Philippines Diliman, Quezon City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Conduct of Consultancy Services for the Institutional Study of Data for Road Incident Visualization, Evaluation, and Reporting System (DRIVERS)** (hereinafter called "the Works") and the Entity has accepted the Bid for **Four Million Three Hundred Thousand Pesos Only (P 4,300,000.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions to Bidders;
  - (e) Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Credit line issued by a licensed bank, if any;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The 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 times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*Contractor*



**ROAD BOARD**

**UP PLANADES/Transport and Traffic Planners Inc. (JV)**

by:

by:

*[Signature]*  
**SEC. ROGELIO L. SINGSON**  
Chairman, Road Board

*[Signature]*  
**DR. PRIMITIVO C. CAL**  
Authorized Representative

SIGNED IN THE PRESENCE OF:

*[Signature]*  
**ADOLFO L. ESCALONA**  
Executive Director

*[Signature]*  
**UP PLANADES/Transport and Traffic Planners Inc. (JV)**

FUNDS AVAILABLE:

*[Signature]*  
**JUNE E BALISI**  
Accountant IV, Road Board

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the City of Quezon, Philippines personally appeared this 23 day of MAY 23, 2016

| NAME                    | IDENTIFICATION      | DATE/PLACE ISSUED      |
|-------------------------|---------------------|------------------------|
| SEC. ROGELIO L. SINGSON | Passport# DE0012166 | 13 May 2015/DFA Manila |
| DR. PRIMITIVO C. CAL    | PRC# 0000068        | 19 March 2015/Manila   |

known to me to be the same persons who executed the foregoing document and acknowledgement to me that the same is their free and voluntary acts and deeds as well as the entities herein represented.

WITNESS MY HAND SEAL on the date and place first above written.

Issued At: 236  
Doc No. 236  
Page No. 2  
Book No. 2  
Series of 2016

NOTARY PUBLIC  
*[Signature]*  
**ATTY. FLORIMOND C. ROUS**  
Notary Public for Quezon City  
Until December 31, 2016  
PTR No. 2323784/01-19-16/Q.C.  
IBP Lifetime No. 00315  
Roll No. 25769 / TIN: 142-154-935  
MCLE 5 Comp. 00001549;1-22-2014  
Adm. Matter No. NP-156/RTC-Q.C./2015-0016  
Rm. 235 (IBP) Justice Hall, Q.C.Hall, Dil. Q.C.