

## **Contract Agreement for Consulting Services**

This **CONTRACT AGREEMENT** made on the 1<sup>st</sup> day of October 2021 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5<sup>th</sup> Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**") and **MANUEL JOSE D. CAMAGAY** with postal address at 89 Molave Drive I, Damong Maliit, Quezon City (hereinafter called the "**Consultant**"):

**WHEREAS**, upon the invitation of the **Entity**, the **Consultant** submitted a price proposal for the **Procurement of Individual Contract of Service Personnel (Project Manager)**, in the amount of Two Hundred Ninety Six Thousand Six Hundred Fifty Eight Pesos (PhP 296,658.00) for three (3) months (October 01 to December 31, 2021), inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 004, series of 2021.

### **NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:**

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA No. 9184, viz:
  - (a) The **Consultant's** Bid, including the Eligibility, Technical and Financial Requirements, and all other documents/statements submitted (e.g., bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation, attached as **Annex A**;
  - (b) The **Consultant's** Submitted Price Proposal attached as **Annex B**;
  - (c) The **Consultant's** Required Actual Deliverables as **Annex C**;
  - (d) The **Entity's** General Condition of the Contract attached as **Annex D**.
  - (e) The **Entity's** Special Condition of the Contract attached as **Annex E**.
  - (f) The **Entity's** Notice of Award attached as **Annex F**.
2. 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.
3. The **Entity** hereby covenants to pay the **Consultant** the Contract Price, inclusive of appropriate EWT and VAT withholding taxes and 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.
4. The **Consultant** shall be paid in full through Advice to Debit Account upon receipt by the **Entity** of the **Consultant's** Statement of Account.

## General Conditions of Contract

### 11. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
  - (b) “Consultant” refers to the short-listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
  - (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
  - (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
  - (e) “Effective Date” means the date on which this Contract comes into full force and effect.
  - (f) “Foreign Currency” means any currency other than the currency of the Philippines.
  - (g) “Funding Source” means the entity indicated in the SCC.
  - (h) “GCC” means these General Conditions of Contract.
  - (i) “Government” means the Government of the Philippines (GoP).
  - (j) “Local Currency” means the Philippine Peso (Php).
  - (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
  - (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
  - (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in **GCC** Clause 39.
  - (n) “Procuring Entity” refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
  - (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) “Subconsultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.
- (r) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

## **12. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

1.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 1.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).
- 1.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 51.

### **13.Accounting, Inspection and Auditing**

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and in including imprisonment.

### **14.Law Governing Contract and Services**

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the

Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

## **15. Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **16. Notices**

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.
- 15.2 Notice shall be deemed to be effective as specified in the SCC.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

## **17. Subcontract**

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **18. Final Payment**

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

## **19. Performance Security**

- 42.1 Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
  - (b) The Consultant has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **110. Warranty as to Eligibility**

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

#### **111. Liquidated Damages for Delay**

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

#### **112. Dispute Settlement**

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

#### **113. Liability of the Consultant**

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

#### **114. Force Majeure**

- 25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.
- 25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
  - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
  - (c) insufficiency of funds or failure to make any payment required hereunder; or
  - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties

shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

## **115. Termination by the Procuring Entity**

27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (d) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- (e) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (f) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (g) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;
- (h) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause 3.1(a);
- (i) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (j) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (k) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

## **116. Termination by the Consultant**

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed



terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (l) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (m) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (n) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (o) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty-four (84) days after receiving written notice from the Consultant that such payment is overdue.

#### **117. Procedures for Termination of Contracts**

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at any time before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <b>Office of Transportation Cooperatives</b> .
1.1(i)	The Consultant is <b>Manuel Jose D. Camagay</b> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the DoTr 2019 General Appropriations Act (GAA) (Php 44,505,833.00) in the amount of Php 296,658.00.
1.1(k)	The Project Site is <i>5<sup>th</sup> Floor Main, Ben-Lor Bldg., 1184 Quezon Ave., Brgy. Paligsahan, Quezon City 1103.</i>
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: <i>5<sup>th</sup> Floor Main, Ben-Lor Bldg., 1184 Quezon Ave., Brgy. Paligsahan, Quezon City 1103.</i>  The Consultant's address for Notices is: 89 Molave Drive I, Damong Maliit, Quezon City.
6.2	<p>I. DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONTRACT OF SERVICE PERSONNEL:</p> <p>The individual contract of service personnel (Project Manager I) will perform the following duties and responsibilities:</p> <ol style="list-style-type: none"> <li>1. Responsible for the overall management and execution of projects or activities of OTC's PUV Modernization Program-Project Management Office (PUVMP-PMO);</li> <li>2. Plans and supervises the overall administration and operation of the PUVMP-PMO and ensures the efficient utilization of its resources;</li> <li>3. Oversees the preparation and development of work plans, schedules, budget and staffing patterns for the PMO;</li> <li>4. Develops project and program concepts, strategies, plans and sets directions for the PUVMP-PMO;</li> <li>5. Monitors the PMOs progress towards achieving targets and directs the preparation of reports and project output;</li> <li>6. Ensures that project deliverables are submitted on time, within budget, and compliant with set standards;</li> <li>7. Liaises and coordinates with and updates concerned agencies and stakeholders regarding the project's status and progress;</li> <li>8. Leads the conduct of review and evaluation of the PUVMP-PMO's and TCs' current practices, activities, structure, as well as rules and regulations affecting their operations and proposes recommendations and necessary actions to the Executive Committee;</li> <li>9. Leads the design, implementation and evaluation of the Strategic Communication/Information, Education and Communications (IEC) plan;</li> <li>10. Performs other related functions as may be assigned.</li> </ol> <p>II. REQUIRED ACTUAL DELIVERABLES</p> <ol style="list-style-type: none"> <li>1. Work program with timelines for the utilization of the PUV Modernization Program funds including the revision and execution thereof;</li> <li>2. Execution of approved plans and activities for Industry Consolidation;</li> <li>3. Conceptualization and execution of Capacity-Building Programs for</li> </ol>

	Transportation Cooperatives; 4.Strategic Communication Plan; 5. Monitoring & Evaluation Plan and Reports; 6. Project/Activity proposals and Terms of References.
10.4	No further instructions.
10.5	“Payment using LC is not allowed.”
11.3	“Maintain the GCC Clause.”
13.4(c)	“Not applicable”
16.1	“None”
17.3	“Not applicable”
17.4	“Not applicable”
21.1	“Not applicable”

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

**OFFICE OF TRANSPORTATION COOPERATIVES**

**MANUEL JOSE D. CAMAGAY**

By:

By:

**EUGENE M. PABUALAN**

**MANUEL JOSE D. CAMAGAY**

Officer-in-Charge, Office of the Chairman

Consultant

CERTIFIED FUNDS/ALLOTMENT AVAILABLE:

**NITA M. LOPEZ-COSARES**

Accountant III

SIGNED IN THE PRESENCE OF:

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )**  
**CITY OF QUEZON CITY ) S.S.**

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared this \_\_\_ day of OCT 19 2021 2021, the following persons exhibiting to me their respective valid identification cards, to wit:

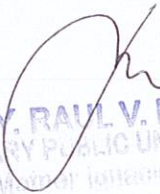
Name	Proof of Identity	Date/Place issued
1. Mr. Eugene M. Pabualan	_____	_____
2. Mr. Manuel Jose D. Camagay	_____	_____

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Services" consisting of sixteen (16) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first abovementioned.

Doc. No. 278 :  
Page No. 17 :  
Book No. 64 :  
Series of 2021.

  
ATTY. RAUL V. MACATANGAY  
NOTARY PUBLIC UNTIL DEC. 31, 2022  
#66 Mayor Ignacio St. C.C.  
ADM. District No. 017, 2021-2022  
Reg. No. 4009, 5-7-2002  
Res. No. 937009, 12-28-2020  
PTR No. 000721, 1-4-2021-C.C.  
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