

## CONTRACT AGREEMENT

This **CONTRACT AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

- (1) **THE CITY GOVERNMENT OF PASIG**, a local government unit (LGU) existing under Philippine laws, with postal address at Pasig City Hall, Caruncho Avenue, Brgy. San Nicolas, Pasig City, Metro Manila, herein represented in this Act by its City Mayor, Hon. Victor Ma. Regis N. Sotto (the "**Procuring Entity**"); and
- (2) **THE JOINT VENTURE BETWEEN T.A.M. PLANNERS CO. AND RURBAN STRATEGIC DEVELOPMENT PLANNERS INC.**, a corporation duly organized in accordance with and registered under the laws of the Philippines, and with business address at 02 P. Quiambao St., Tierra Bella, Culiat, Quezon City, Metro Manila, represented in this Act by its Authorized Representative, Arch./Enp. Michael V. Tomeldan (hereinafter referred to as the "**Supplier**").

**WHEREAS**, the Procuring Entity invited Bids for the **PROCUREMENT OF CONSULTING SERVICES FOR THE REVIEW AND UPDATING OF THE ZONING REGULATIONS OF PASIG CITY UNDER ITR NO. NR BAC-22-0300A** (the "Project")

3. Supplier shall complete the project within **six (6) calendar months upon signing of the contract and Notice to Proceed, excluding the reaction periods of the reviewing/approving authorities**, based on the following schedule:

TRANCHE	OUTPUT	DELIVERY SCHEDULE
1	Submission of Detailed Schedule of Activities	Month 1
2	Review of the CLWUP and existing ZO and its Annexes	Months 1, 2 and 3
3	Updating of the ZO and its Annexes	Months 3, 4 and 5
4	Approval of the ZO and its Annexes	Months 5 and 6
5	Documentation of Proceedings	Months 1-6

4. In consideration for the sum of **FOUR MILLION NINE HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED NINETY-ONE PESOS (PHP4,934,791.00)** the Supplier agrees to deliver the goods and/or perform the services of the contract in accordance with its Bid.
5. The Procuring Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding upon delivery of outputs, based on the following schedule:

TRANCHE	OUTPUT	PERCENT PAYMENT
1	Submission of Inception Report and Schedule consistent with the updated CLUP Guidebook, Vol 3- Model ZO of HLURB, now DHSUD	15%
2	Submission of first draft – (passed through the technical review of the MMDA-TWG on planning; PPT to be prepared)	30%
3	Submission of second draft – (incorporating the results of conclusions with the City Government TWG and public hearings and upon Acceptance by the Pasig CPDO)	30%
4	Submission of third draft – (incorporating the results of consultations with local and concerned national offices and upon ratification by the DHSUD)	15%
5	Submission of final draft (Results of consultations with the executive and legislative branches and upon approval by the SP through a resolution, approving the updated ZO and its Annexes)	10%

6. The Supplier grants the Procuring Entity all rights, title, and interest in and to any and all work product created for and in the course of this project, including all intellectual property rights therein and thereto.
7. The Supplier agrees that all information disclosed by the Procuring Entity during the procurement process and the implementation of this Agreement shall remain the sole and exclusive property of the Procuring Entity.

8. In the exercise of their rights and compliance with the obligations under this Agreement, the Parties shall observe and comply with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012", its implementing rules and regulations, as well as all issuances of the National Privacy Commission.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the date first written above.

**CITY GOVERNMENT OF PASIG**

**THE JOINT VENTURE BETWEEN T.A.M. PLANNERS CO. AND RURBAN STRATEGIC DEVELOPMENT PLANNERS INC.**

By:

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

  
**Arch./Enp. MICHAEL V. TOMELDAN**  
Authorized Representative

Signed in the presence of:

\_\_\_\_\_

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Funds Appropriated:

  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office


Funds Obligated:

  
**MS. JUVY A. CUENCO**  
City Accountant

Funds Available:

  
**MS. MARITA A. CALAJE**  
City Treasurer

Recommending Approval:

  
**Enp. PRISCELLA B. MEJILLANO, MGM**  
City Planning and Development Office

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the PASIG CITY this 09 MAY 2023 personally appeared **Arch./Enp. MICHAEL V. TOMELDAN**, exhibiting to me his \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free and voluntary corporate act and deed of the corporation he represents.

This instrument refers to the Contract Agreement for the **PROCUREMENT OF CONSULTING SERVICES FOR THE REVIEW AND UPDATING OF ZONING ORDINANCE OF PASIG CITY**, consisting of four (4) pages, consisting of four (4) pages, including the page whereon this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 85 ;  
Page No. 8 ;  
Book No. 94 ;  
Series of 2023.

*Signature*  
**ATTY. LETICIA M. AMON**  
Notary Public  
Pasig, Pateros & San Juan  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0090050/6-18-2019  
Ground Flr. Armal Centre, U. Valasco, Ave.,  
**ACKNOWLEDGMENT**, Pasig City

**BEFORE ME**, a Notary Public for and in the City of Pasig this 10 MAY 2023 personally appeared **HON. VICTOR MA. REGIS N. SOTTO**, exhibiting to me his \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free and voluntary corporate act and deed of the corporation he represents.

This instrument refers to the Contract Agreement for the **PROCUREMENT OF CONSULTING SERVICES FOR THE REVIEW AND UPDATING OF ZONING ORDINANCE OF PASIG CITY**, consisting of four (4) pages, including the page whereon this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 412 ;  
Page No. 84 ;  
Book No. I ;  
Series of 2023.

*Signature*  
**GIO CARLO C. MENDOZA**  
Notary Public for Pasig, San Juan & Pateros  
Until 31 December 2023  
Appointment No. 129  
PTR No. 0112750, 04 January 2023, Pasig City  
IBP Lifetime No. 016515, Laguna  
Roll of Attorneys No. 69172  
MCLE Compliance No. VII-0023809  
Valid until 14 April 2025