

CONTRACT AGREEMENT

For the Conduct of Feasibility Study on the Expansion and Improvement for the General Santos Fish Port Complex

THIS AGREEMENT made this 7th day of September in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROLANDO G. TUNGPALAN**, and hereinafter referred to as the “**Procuring Entity**”;

- and -

The **JOINT VENTURE OF PACIFIC RIM INNOVATION & MANAGEMENT EXPONENTS, INC. (PRIMEX)** with address at 2502 Manila Luxury Condominium, 30 Pearl Drive, Ortigas Center, Pasig City and **ENGINEERING AND DEVELOPMENT CORPORATION OF THE PHILIPPINES (EDCOP)** with address at 10/F JELP Bldg., 409 Shaw Blvd., Mandaluyong City, herein represented by the President and CEO of PRIMEX and authorized representative of the Joint Venture, **ELVIRA C. ABLAZA**, 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 Conduct of Feasibility Study on the Expansion and Improvement for the General Santos Fish Port Complex in the sum of **Ten Million Two Hundred Sixty-Six Thousand Seven Hundred Forty Pesos (PHP10,266,740.00)**, 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** subsequently accepted the proposal/bid of the **Consultant** pursuant to the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 94-2018 approved on 04 September 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;
- (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. 1, 2, and 3 issued on 07 May 2018, 21 May 2018, and 19 June 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security No. 2016/36-R issued 31 July 2018;
 - (f) NBAC-CS Resolution Nos. 08-2018, 09-2018, 16-2018, 31-2018, 69-2018, and 94-2018;
 - (g) Highlights of the Negotiation Meeting held on July 24, 2018;
 - (h) Abstract of Bids;
 - (i) Notice of Award with the Consultant's *conforme* thereto;
 - (j) Notice to Proceed;
 - (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. 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.
 4. 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.
 5. The **Consultant** shall deliver to the **Procuring Entity** four (4) hard copies of the following outputs in the form and within the timeline indicated herein:

Deliverable	Timeline
Draft Inception Report	Within fifteen (15) working days from receipt of NTP
Draft Interim Report	Within one and a half (1 ½) months from acceptance of Inception Report
Draft VE/VA Report	Within one (1) month from acceptance of Interim Report
Draft Final Report	Within one (1) month from acceptance of VE/VA Report
Final Report	Within one (1) month from acceptance of Draft Final Report
Progress Report	Within five (5) working days prior to the deadline of each abovementioned deliverable

6. The Consultant shall submit a detailed WFP to the Department of Agriculture-Philippine Fisheries Development Authority (DA-PFDA) for review (copy furnish NEDA for monitoring purposes and payment processing) within fifteen (15) calendar days from receipt of the NTP.
7. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the reimbursable items may be requested not more than once a month 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 disbursements made under oath.
8. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule, and upon recommendation and endorsement of the DA-PFDA, as the Implementing Agency, to NEDA:

Description	Payment
Upon acceptance of the Final Inception Report	15% of the contract amount
Upon acceptance of the Final Interim Report	25%
Upon acceptance of Final VE/VA Report	15%
Upon acceptance of the Draft Final Report	25%
Upon acceptance of the Final Report	20%
	100%

9. The Study shall be completed within nine (9) months, with six (6) man months of work for the **Consultant** commencing from the date of receipt of Notice to Proceed (NTP).
10. 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.
11. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.
12. Should any dispute related to this Contract 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.
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:



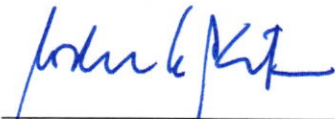
ROLANDO G. TUNGPALAN
Undersecretary
NEDA National Development Office
– Investment Programming
NEDA-sa-Pasig Building
No. 12 St. Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:

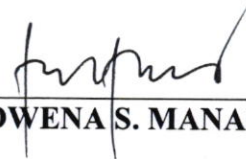


ELVIRA C. ABLAZA
President & CEO and Authorized
Representative of the JV of PRIMEX
and EDCOP
502 Manila Luxury Condominium
30 Pearl Drive, Ortigas Center
Pasig City

Signed in the presence of:



RODERICK M. PLANTA



ROWENA S. MANALO

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

QUEZON CITY

02 SEP 2018

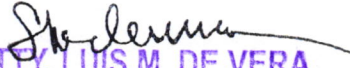
Before me this _____ day of _____ in QUEZON CITY,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
ROLANDO G. TUNGPALAN In his capacity as Undersecretary NEDA National Development Office – Investment Programming NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport No. S0010671A	DFA Manila 11 October 2017
ELVIRA C. ABLAZA In her capacity as President & CEO and Authorized Representative of the JV of PRIMEX and EDCOP 2502 Manila Luxury Condominium 30 Pearl Drive, Ortigas Center Pasig City	Passport No. P3364715A	DFA NCR East

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. 602
Page No. 62
Book No. xxxv
Series of 2018.


ATTY. LUIS M. DE VERA
Notary Public, Until Dec. 31, 2019
PTR No. 5520351 / 1 / 03/2018
IBP No. 019124 / 12 / 20 / 2017
Roll No. 20761
5th MCLE No. 0009542 / 04/14/2016
TIN No. 218-145-247.