

CONTRACT AGREEMENT

Consulting Services for the Conduct of Feasibility Study (F/S) for the Buldon River Irrigation Project

THIS AGREEMENT made this 2nd day of October 2018 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 TEST CONSULTANTS, INC. (TCI)** with address at Suite 3202 Antel Global Corporate Center, Julia Vargas Ave., Ortigas Center, Pasig City; **WOODFIELDS CONSULTANTS, INC. (WCI)** with address at 153 Kamias Road Extension, Kamias, Quezon City; **AND E.H. SISON ENGINEERS, CO. (EHSEC)** with address at 3431 Guernica Street, Palanan, Makati City, herein represented by the President of TCI and authorized representative of the Joint Venture, **MARILYN M. ALONZO**, 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 for the Buldon River Irrigation Project in the sum of **Fifty-Seven Million Four Hundred Forty-Two Thousand Five Hundred Pesos (PHP57,442,500.00)**, 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. 130-2018 approved on 24 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;

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- 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. 01, 02, and 03 issued on 21 May 2018, 27 June 2018, and 24 July 2018, respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security (Surety Bond No. G(13)-A16128);
- (f) NBAC-CS Resolution Nos. 19-2018, 22-2018, 44-2018, 49-2018, 102-2018, 103-201, and 130-2018;
- (g) Highlights of the Negotiation Meeting held on 30 August 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 National Irrigation Administration (NIA) and the **Procuring Entity** four (4) hard copies and two (2) hard copies, respectively, of the following outputs in the form and within the timeline indicated herein:

Deliverable	Timeline
Draft Inception Report including Work and Financial Plan (WFP)	One (1) month from receipt of Notice to Proceed (NTP)
Final Inception Report including WFP	Fifteen (15) working days after receiving comments from NIA/NEDA
Monthly Progress Reports	Monthly, within seven (7) calendar days from end of agreed period
Interim Report	Five (5) months from the receipt of NTP
Draft F/S Report	Eight-and-a-half (8.5) months from receipt of NTP

Final F/S Report	One (1) month after receipt from the NIA/NEDA of the evaluation/comments but not more than ten (10) months from receipt of NTP
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6. The **Consultant** shall submit a detailed WFP to the NIA for review (*copy furnish NEDA for monitoring purposes and payment processing*) within seven (7) calendar days from receipt of the NTP.
7. The **Procuring Entity** and NIA shall provide comments on the Draft Inception Report within fifteen (15) calendar days from submission.
8. During the negotiation meeting held on 30 August 2018, the **Procuring Entity** and the **Consultant** agreed that the **Consultant** shall submit an initial VE/VA Report as part of the Interim Report and the VE/VA Report as part of the Feasibility Study.
9. The monthly progress report 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.
10. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule, and upon evaluation and approval/acceptance of NIA and NEDA:

Particulars	Payment Allocation and Amount
Upon acceptance of the Inception Report	15%
Upon acceptance of the Interim Report	35%
Upon acceptance of the Draft Final Report	25%
Upon acceptance of the Final Report	25%
TOTAL	100%


11. The Study shall be completed within a period of ten (10) months, commencing from the date of receipt of the **Consultant** of the NTP.
12. 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.
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 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 amendment to this Contract shall be made in writing and signed by the **Procuring Entity** and the **Consultant**.
16. 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.
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 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:

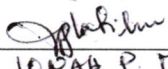

ROLANDO G. TUNGPALAN
Undersecretary
NEDA National Development Office
– Investment Programming
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


MARILYN M. ALONZO
President of TCI and
Authorized Representative of the
Joint Venture of TCI, WCI and EHSEC
Suite 3202 Antel Global Corporate
Center, Julia Vargas Avenue
Ortigas Center, Pasig City

Signed in the presence of:


RODERICK M. PLANTA


JONAP P. TABLAN

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

QUEZON CITY

OCT 02 2018

QUEZON CITY

Before me this _____ day of _____ in _____,
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
MARILYN M. ALONZO In her capacity as President of TCI and Authorized Representative of the Joint Venture of TCI, WCI and EHSEC Suite 3202 Antel Global Corporate Center, Julia Vargas Avenue Ortigas Center, Pasig City	Passport No. P5935292A	DFA NCR East 07 February 2018

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. 246
Page No. 25
Book No. XXXI
Series of 2018.

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Not. Com. No. NP-060 1-12-17 until 12-31-2018
IBP O.R. No. 1038374 Jan. 2017 up to Dec. 2018
PTR O.R. No. 5522486 C 1-3-18 / Roll No. 33832 / TIN# 129-871-009
MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019/PASIG CITY
Address: 31-F Harvard St. Cubao, Q.C.