

CONTRACT AGREEMENT

*Consulting Services for the Concept Design for Surface Water Development in
Select Rivers in the Philippines*

THIS AGREEMENT made this ____ day of **DEC 28 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, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the "**Procuring Entity**";

- and -

The **JOINT VENTURE OF CEST, INCORPORATED (CEST)** with address at 1404 Prestige Tower, F. Ortigas Jr. Avenue, Ortigas Center, Pasig City, **PACIFIC RIM INNOVATION & MANAGEMENT EXPONENTS, INC. (PRIMEX)** with address at 502 Manila Luxury Condominium, 30 Pearl Drive, Ortigas Center, Pasig City; **AND SYSTRA PHILIPPINES, INC. (SYSTRA)** with address at 1601 West Tower, Philippine Stock Exchange Centre, Ortigas Center, Pasig City, herein represented by the Chief Operating Officer of CEST and authorized representative of the Joint Venture, **LEILA L. FLORES**, 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 Concept Design for Surface Water Development in Select Rivers in the Philippines in the sum of **Fifty-One Million Three Hundred Eighty-Two Thousand Eight Hundred Twenty Pesos and 84/100 (PHP51,382,820.84)**, 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. 250-2018 approved on 18 December 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. 01, 02, 03, and 04 issued on 28 August 2018, 14 September 2018, 19 October 2018, and 24 October 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security: MDL/G(13)A001028079;
 - (f) NBAC-CS Resolution Nos. 98-2018, 99-2018, 125-2018, 139-2018, 222-2018, and 250-2018;
 - (g) Highlights of the Negotiation Meeting held on 29 November 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 simultaneously submit four (4) hard copies to the Local Water Utilities Administration (LWUA) for review and two (2) hard copies to the **Procuring Entity** for review and monitoring purposes as well as payment processing, including electronic/soft copies, 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) calendar days after receipt of comments from LWUA
Monthly Progress Reports	Monthly, within seven (7) calendar days from end of agreed month-period
Preliminary Concept Design Report	Due at the end of the fourth (4 th) month from receipt of NTP
Mid-Term Report	Due at the end of the seventh (7 th) month from receipt of NTP
Draft Final Report	Due on the tenth (10 th) month from receipt of NTP

Deliverable	Timeline
Final Report	Due fourteen (14) working days after receipt from the LWUA/ NEDA of the evaluation/comments, but not more than twelve (12) months from receipt of NTP

6. The **Consultant** shall submit a detailed WFP to the LWUA for review (*copy furnished NEDA Infrastructure Staff for monitoring purposes and payment processing*) within seven (7) calendar days from date of commencement as indicated in the NTP.
7. The **Procuring Entity** and LWUA shall provide comments on the Draft Inception Report within ten (10) calendar days from submission.
8. The **Consultant** shall submit a *Certification from the Water Districts and the Local Government Units* on the visit made in connection with this study on the localities identified in the 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 recommendation and endorsement of LWUA to NEDA:

Particulars	Payment Allocation and Amount
Upon acceptance of the Final Inception Report	15%
Upon acceptance of the Preliminary Concept Design Report/s	15%
Upon acceptance of the Mid-Term/Interim Report/s	25%
Upon acceptance of the Draft Final Report/s	25%
Upon acceptance of the Final Report/s	20%
TOTAL	100%

11. The Study shall be completed within a period of twelve (12) 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

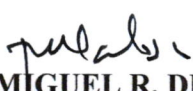
Contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach ten percent (10%) of the **Contract Price**, the **Procuring Entity** shall, at its own discretion, terminate the Contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the **Consultant**.

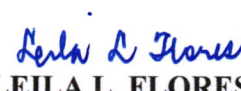
14. To be entitled to such liquidated damages, the **Procuring Entity** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the **Consultant** under the Contract and/or collect such liquidated damages from the retention 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.

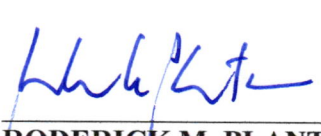
Signed, sealed, and delivered by:

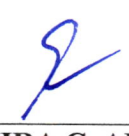
Signed, sealed, and delivered by:


JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA-sa-Pasig Building
No. 12 St. Josemaria Escriva Drive
Ortigas Center, Pasig City


LEILA L. FLORES
Chief Operating Officer of CEST and
Authorized Representative of the JV of
CEST, PRIMEX, and SYSTRA
Unit 1404 Prestige Tower, F. Ortigas Jr.
Avenue, Ortigas Center, Pasig City

Signed in the presence of:


RODERICK M. PLANTA


ELVIRA C. ABLAZA


MARIA RHIZA CASTILLO

ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY) S.S.

Before me this _____ day of **JAN 04 2019** in **QUEZON CITY**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
JOSE MIGUEL R. DE LA ROSA In his capacity as Undersecretary NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	NEDA ID No. 316825	Pasig City
LEILA L. FLORES In her capacity as Chief Operating Officer of CEST and Authorized Representative of the JV of CEST, PRIMEX, and SYSTRA Unit 1404 Prestige Tower, F. Ortigas Jr. Avenue, Ortigas Center, Pasig City	Passport No. EC0804245	DFA NCR Northeast 10 April 2014

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.

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BOOK NO. 1
SERIES OF 20 18

ATTY. FLORIMOND C. ROUS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR No. 7323525/01 - 3-19/O.C.
IPB LIFETIME No. 00315
ROLL No. 25/69/TIN 142-154-935
MOLE V Com. 00004549/1-22-2014
ADM. MATTER No. 156 RTC-OC/2016