

CONTRACT AGREEMENT

For the Consulting Services for the Conduct of Feasibility Study for the Zamboanga City Impounding Dam Project (ZCIDP)

THIS AGREEMENT made this day of **JAN 07 2019** in MANDALUYONG CITY, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency with principal office No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, represented by its Undersecretary, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the **"Procuring Entity"**;

- and -

The **JOINT VENTURE OF ENGINEERING AND DEVELOPMENT CORPORATION OF THE PHILIPPINES (EDCOP)** with address at 10th Floor, JELP Building, 409 Shaw Boulevard, Mandaluyong City; **PACIFIC RIM INNOVATION AND MANAGEMENT EXPONENTS, INC (PRIMEX)** with address at 502 Manila Luxury Condominium 30 Pearl Drive, Ortigas Center, Pasig City; **AND KEY ENGINEERS CO. (KEC)** with address at Unit 217, Grand Emerald Tower, Emerald Avenue, cor. Garnet Rd., Ortigas Center, Pasig City, herein represented by the President of EDCOP and authorized representative of the Joint Venture, **ORLANDO M. CABLAYAN**, 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 Zamboanga City Impounding Dam Project (ZCIDP) in the sum of **Fifty Seven Million, Seven Hundred Eighty Thousand, Four Hundred Twenty Pesos and 00/100 (P57,780,420.00)**, 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. 262 (2018) approved on 17 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 (TOR);
- (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, 20 September 2018, 05 October 2018, and 22 October 2018 respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security;
- (f) NBAC-CS Resolution Nos. 88 (2018), 89 (2018), 95 (2018), 133 (2018), 234 (2018), and 262 (2018);
- (g) Highlights of the Negotiation Meeting held on 28 November 2018;
- (h) Abstract of Bids;
- (i) Notice of Award with the Consultant's *conforme* thereto;
- (j) Notice to Proceed (NTP);
- (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. The **Consultant** shall simultaneously submit two (2) hard copies of the quality deliverables to Zamboanga City Water District (ZCWD), two (2) hard copies to Department of Public Works and Highways (DPWH) for review, and two (2) hard copies to **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 WFP	One (1) month from receipt of NTP
Final Inception Report including WFP	Ten (10) working days after receiving comments from the IAs/NEDA.
Monthly Progress Reports	Monthly, within seven (7) calendar days from end of agreed month-period
Interim Report	Five (5) months from the receipt of NTP
Draft F/S Report	Six (6) months from receipt of NTP
Final F/S Report	One (1) month after receipt from the IAs/NEDA of the evaluation/comments but not more than nine (9) months from receipt of NTP

4. The **Consultant** shall submit a detailed WFP to the IAs for review (*copy furnish NEDA for monitoring purposes and payment processing*) within seven (7) calendar days from receipt of the NTP.
5. 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.

6. 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.
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. Billing for non-reimbursable items, including professional fees, shall be in accordance with the following delivery schedule, upon recommendation and endorsement of DPWH and ZCWD to NEDA, and subject to the usual Government accounting and auditing requirements:


DESCRIPTION	PAYMENT
Upon acceptance of the Inception Report	20 %
Upon submission of the Interim Report	30%
Upon submission of the Draft Final Report	25%
Upon acceptance of the Final Report	25%
TOTAL	100%

9. The Consulting Services shall be completed within nine (9) months commencing from the date of receipt of the NTP by the **Consultant**.
10. 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** may terminate the Contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the **Consultant**.
11. 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**.
12. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.
13. 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.


14. 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:


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

Signed, sealed, and delivered by:


ORLANDO M. CABLAYAN
President of EDCOP
Authorized Representative of the
JV of EDCOP, PRIMEX, and KEC
10th Floor, JELP Building,
409 Shaw Boulevard, Mandaluyong City

Signed in the presence of:


Kathleen P. Mangune


ESTELITA Y. GUTIERREZ

ACKNOWLEDGMENT

Republic of the Philippines)

MANDALUYONG CITY S.S.

Before me this _____ day of **JAN 07 2019** in **MANDALUYONG 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	Passport No. S0012632A	DFA Manila 02 Nov 2017
ORLANDO M. CABLAYAN In his capacity as President of EDCOP Authorized Representative of the JV of EDCOP, PRIMEX and KEC 10 th Floor, JELP Building, 409 Shaw Boulevard Mandaluyong City	Passport No. EC0888437	DFA NCR EAST 22 Apr 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.

Doc. No. 47
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Book No. CCVII
Series of 2019.

ATTY. RAMON L. CARPIO
NOTARY PUBLIC
NP 0479-17 2028-2019 Comm. Expires Dec. 31, 2019
Roll of Attorney's No. 22172
IBP No. AR4432634 Jan. 28, 2019 Quezon City
PTR No. 2881183 Jan. 29, 2019 Mandaluyong City
TIN 106-918-897
MCLE V-Compliance No. 0017243, 3/30/16
2nd Flr. JELP Business Solutions Center
409 Shaw Blvd., Mandaluyong City