

## CONTRACT AGREEMENT

*Consulting Services for the Conduct of a Master Plan for the Sustainable Urban Infrastructure Development in Metropolitan Tuguegarao*

**THIS AGREEMENT** made this \_\_\_\_ day of **JAN 07 2019** 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 PACIFIC RIM INNOVATION & MANAGEMENT EXPONENTS, INC. (PRIMEX)** with address at 502 Manila Luxury Condominium, 30 Pearl Drive, Ortigas Center, Pasig City; **ENGINEERING AND DEVELOPMENT CORPORATION OF THE PHILIPPINES (EDCOP)** with address at 10<sup>th</sup> Floor, JELP Building, 409 Shaw Boulevard, Mandaluyong City; **AND KEY ENGINEERS, CO. (KEC)** with address at Unit 217 Grand Emerald Tower, Don F. Ortigas Jr. Road, Ortigas Center, Pasig 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 a Master Plan for the Sustainable Urban Infrastructure Development in Metropolitan Tuguegarao in the sum of **Fifty-Nine Million Seventy-One Thousand Six Hundred Pesos (PHP59,071,600.00)**, 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. 269-2018 approved on 20 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 04 October 2018, 15 October 2018, 12 November 2018, and 20 November 2018, respectively;
  - (d) Eligibility requirements, documents and/or statements;
  - (e) Performance Security: MDL/G(13)A001028074;
  - (f) NBAC-CS Resolution Nos. 135-2018, 140-2018, 155-2018, 199-2018, 252-2018, and 269-2018;
  - (g) Highlights of the Negotiation Meeting held on 18 December 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 NEDA Regional Office II (NRO II) for review of concerned entities 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   | Fifteen (15) calendar days after receiving comments from NRO II and |



| Deliverable                                 | Timeline  |
|---|---|
|   | NEDA  |
| Monthly Progress Reports                    | Monthly until the end of the eleventh (11 <sup>th</sup> ) month ( <i>excluding the sixth and ninth months</i> ), within seven (7) calendar days from the end of agreed month-period |
| Situational Analysis Report                 | 3.5 months from receipt of NTP  |
| Midterm Report                              | Six (6) months from the receipt of NTP  |
| Preliminary Business Case/Pre-FS Reports    | Ten (10) months from receipt of NTP   |
| Draft Final Report (Master Plan and Pre-FS) | Eleven (11) months from receipt of NTP  |
| INFRACOM, RDC II Presentations              | Within two (2) weeks from submission of Draft Final Report  |
| Final Report (Master Plan and Pre-F/S)      | Fifteen (15) calendar days after receipt from NEDA SOCCSKSARGEN and NEDA of evaluation/comments, but not more than twelve (12) months from receipt of NTP                           |

6. The **Consultant** shall submit a detailed WFP to the NRO II for review (*copy furnish NEDA Infrastructure Staff for monitoring purposes and payment processing*) within one (1) month from the date of commencement as indicated in the NTP.
7. 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.
8. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule, and upon recommendation and endorsement of NRO II and NEDA:

| Particulars  | Payment Allocation and Amount |
|--|-------------------------------|
| Upon review and acceptance of the Inception Report and WFP       | 15%                           |
| Upon acceptance of the Situational Analysis Report               | 15%                           |
| Upon acceptance of the Midterm Report                            | 20%                           |
| Upon acceptance of the Preliminary Reports: Business Case/Pre-FS | 15%                           |

| Particulars                               | Payment Allocation and Amount |
|---|-------------------------------|
| Upon submission of the Draft Final Report | 15%                           |
| Upon acceptance of the Final Report       | 20%                           |
| <b>TOTAL</b>                              | <b>100%</b>                   |

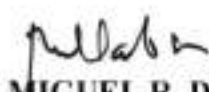
9. The Study shall be completed within a period of twelve (12) months, commencing from the date of receipt of the **Consultant** of the NTP.
10. This Contract shall not create an employer-employee relationship between the **Procuring Entity** and the **Consultant** nor shall the services rendered herein be considered as government service. The **Consultant** shall not be entitled to benefits enjoyed by the regular personnel of the government.
11. The **Consultant** undertakes to perform the services with the highest standard of professional integrity and competency. The **Procuring Entity** may unilaterally terminate the Contract if the **Consultant** submits subpar outputs to the **Procuring Entity**, without prejudice to all other legal remedies available to the **Procuring Entity** allowed under the law.
12. 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**.
13. 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**.
14. Any modification, alteration, or addition in the terms of this Contract shall be in writing, and signed by the Parties and/or their authorized representatives, otherwise, it shall not bind the parties hereof.
15. 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.


16. 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 Saint Josemaria Escriva Drive  
30 Pearl Drive, Ortigas Center, Pasig City

  
**ELVIRA C. ABLAZA**  
President and CEO of PRIMEX and  
Authorized Representative of the Joint  
Venture of PRIMEX, EDCOP, and KEC  
502 Manila Luxury Condominium  
Ortigas Center, Pasig City

Signed in the presence of:

  
**KATHLEEN P. MANGUNE**

  
**ROWENA S.P. MANALO**



## ACKNOWLEDGMENT

Republic of the Philippines)  
MANDALUYONG CITY S.S.

Before me this        day of JAN 14 2019 in MANDALUYONG CITY  
personally appeared:

| Name  | Government Issued Identification Document | Date and Place Issued       |
|---|---|-----------------------------|
| <b>JOSE MIGUEL R. DE LA ROSA</b><br>In his capacity as<br>Undersecretary<br>NEDA Central Support Office<br>NEDA-sa-Pasig Bldg.<br>No. 12 Saint Josemaria Escriva Drive<br>Ortigas Center, Pasig City  | NEDA ID No.<br>316825                     | Pasig City                  |
| <b>ELVIRA C. ABLAZA</b><br>In her capacity as<br>President and CEO of PRIMEX and<br>Authorized Representative of the Joint<br>Venture PRIMEX, EDCOP, and KEC<br>502 Manila Luxury Condominium<br>30 Pearl Drive, Ortigas Center<br>Pasig City | Passport No.<br>P3364715A                 | DFA NCR East<br>09 Jun 2017 |

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of six (6) 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. SI  
Page No. II  
Book No. CCVIII  
Series of 2019.

**ATTY. RAMON L. CARPIO**  
NOTARY PUBLIC  
NP 0479-17 2018-2019 Comm. Expires Dec. 31, 2019  
Roll of Attorney's No. 22172  
IBP No. AR000682 Jan. 4, 2019 Quezon City  
PTR No. 3402705 1/04/18 Mandaluyong City  
TIN 105-910-897  
MCLE V-Compliance No. 0017243, 3/30/16  
2nd Flr. JELP Business Solutions Center  
409 Shaw Blvd., Mandaluyong City