

CONTRACT AGREEMENT

Consulting Services for the Formulation of a Master Plan for the Sustainable Urban Infrastructure Development of Vigan City

THIS AGREEMENT made this 28th day of December 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 PACIFIC RIM INNOVATION AND 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 10th Floor, JELP Building 409 Shaw Boulevard, Mandaluyong City; **ORIENT INTEGRATED DEVELOPMENT CONSULTANTS, INC. (OIDCI)** with address at Unit 518, 5/F Union Square Condominiums, #145 15th Avenue, Cubao, Quezon City; and **CEST, INCORPORATED (CEST)** with address at Unit 1404 Prestige Tower, F. Ortigas Jr. Avenue, Ortigas Center, Pasig City, herein represented by the President and Chief Operating Officer 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 Formulation of a Master Plan for the Sustainable Urban Infrastructure Development of Vigan City in the sum of **Forty-Four Million Two Hundred Seventy-Four Thousand Pesos (PHP44,274,000.00)**, 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. 237-2018 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.

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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, 3, and 4 issued on 14 September 2018, 10 October 2018, 12 October 2018 and 24 October 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security MDL/G (13)A001028071 issued 19 December 2018;
 - (f) NBAC-CS Resolution Nos. 108-2018, 109-2018, 119-2018, 166-2018, 206-2018, 220-2018, and 237-2018;
 - (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;
 - (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 of the quality deliverables to NEDA Regional Office I (NRO I) 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:

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Deliverables	Timeline
Draft Inception Report including Work and Financial Plan (WFP)	One (1) month from receipt of NTP
Final Inception Report	One (1) week after receiving comments from NRO I and NEDA
Monthly Progress Reports	Monthly until the end of the ninth (9th) month (excluding the fourth, and sixth months), within seven (7) calendar days from the end of agreed month-period
Situational Analysis Report	Three (3) months from receipt of Notice To Proceed (NTP)
Midterm Report	Five (5) months from receipt of NTP
Preliminary Business Case/ Pre-Feasibility Study (FS) Reports	Eight (8) months from receipt of NTP
Draft Final Report (Master Plan and Pre-FS)	Nine (9) months from receipt of NTP
INFRACO/Regional Development Council I (RDC I) and/or Presentation	Within one (1) week from submission of Draft Final Report
Final Report (Master Plan and Pre-FS)	Three (3) weeks after receipt from NRO I and NEDA of the evaluation/comments (including INFRACOM/RDC comments) but not more than ten (10) months from receipt of NTP

6. The **Consultant** shall submit a detailed WFP to NRO I for review (*copy furnish NEDA Infrastructure Staff for monitoring purposes and payment processing*) within seven 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 may be requested 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 NRO I and NEDA:


Description	Payment
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%
Upon submission of the Draft Final Report	15%
Upon acceptance of the Final Report	20%
TOTAL	100%

9. The Study shall be completed within a period of ten (10) months, commencing from the date of receipt of 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. 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**.
12. 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**.
13. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.
14. 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.


15. 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.

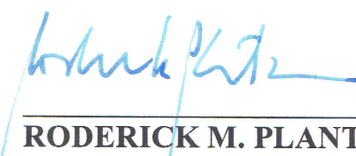
Signed, sealed, and delivered by:

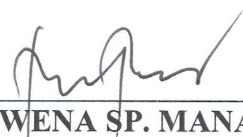

JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA-sa-Pasig Building
No. 12 St. Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


ELVIRA C. ABLAZA
President and Chief Executive Officer
and Authorized Representative of the
Joint Venture of PRIMEX, EDCOP,
OIDCI and CEST
502 Manila Luxury Condominium
30 Pearl Drive, Ortigas Center, Pasig City

Signed in the presence of:


RODERICK M. PLANTA


ROWENA SP. MANALO

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

Before me this 3rd day of January 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	NEDA- ID No. 316825	Pasig City
ELVIRA C. ABLAZA In her capacity as President and Chief Operating Officer and Authorized Representative of the Joint Venture of PRIMEX, EDCOP, OIDCI, and CEST 502 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 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.

