

## CONTRACT AGREEMENT

*Consulting Services for the Conduct of Value Methodology Associate (VMA) Program and VMA Certification for NEDA Technical Staffs / Managers*

**THIS AGREEMENT** made this 29<sup>th</sup> day of March 2019 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the "**Procuring Entity**";

- and -

**SYSTRA PHILIPPINES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1601 West Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, duly represented herein by **MS. MARIA RHIZA CASTILLO**, and hereinafter referred to as the "**Consultant**";

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Consultant** submitted a bid for the Procurement of Consulting Services for the Conduct of Value Methodology Associate (VMA) Program and VMA Certification for NEDA Technical Staffs/Managers in the amount of **EIGHT MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-EIGHT PESOS (PHP8,527,778.00)**, 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** accepted the bid of the **Consultant** through NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 05-2019, which was approved by the Head of the Procuring Entity on 22 March 2019;

**NOW THEREFORE**, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Consultant** hereby agree as follows:

1. In this Contract Agreement, 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 Agreement, to wit:
  - (a) Bidding Documents consisting of:
    - i. Request for Expression of Interest;
    - ii. Instructions to 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 No. 01 issued on 15 January 2019;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security: OIC Bond No. G(13) 027187;
- (f) NBAC-CS Resolution Nos. 212-2018, 232-2018, 233-2018, 244-2018, 01-2019, 04-2019, and 05-2019;
- (g) Highlights of the Negotiation Meeting held on 07 February 2019;
- (h) Abstract of Bids;
- (i) Notice of Award (NOA) 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**;

#### PERIOD OF AGREEMENT

3. This Agreement shall be for a period of Two (2) Man-Months (spread over two and a half [2.5] Months), commencing from the date of receipt of the NTP;

#### OBLIGATIONS OF THE CONSULTANT

4. 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;
5. The **Consultant** shall:
  - (a) Submit the following outputs/deliverables in five (5) hard copies and in electronic/soft form, and within the timeline indicated herein:

Deliverable	Timeline (reckoned from receipt of NTP)
<b><u>VE/VA WFP</u></b>  The Consulting Firm shall formulate and submit to NEDA a detailed WFP for the conduct of the VMA Course leading to VMA Certification, consistent and in accordance with the terms and conditions of the Contract Agreement, which shall include the following: <ul style="list-style-type: none"> <li>• Description of the Work Plan, which includes the methodology and mechanics in conducting the VMA</li> </ul>	<u>Draft WFP</u> : Within two (2) weeks  <u>Final WFP</u> : Within four (4) weeks or one (1) week from receipt of NEDA comments

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Deliverable	Timeline (reckoned from receipt of NTP)
<p>Course leading to VMA Certification, and work timetable;</p> <ul style="list-style-type: none"> <li>• A set of qualification criteria in assessing, qualifying and prioritizing NEDA technical staffs / managers to undergo VMA Examination;</li> <li>• List of main activities and tasks to be undertaken by the Consulting Firm/Project Team in preparing qualified NEDA technical staffs / managers to undergo VMA Certification. Also, the sequence and relationships between tasks and realistic estimates of start and duration of each task shall be indicated; and,</li> <li>• The Financial Plan shall include information on the total cost for the undertaking and corresponding cost breakdowns for the activities/tasks indicated in the Work Plan.</li> </ul>	
<p><b><u>Assessment/Evaluation Report</u></b></p> <p>The Consulting Firm shall submit an Assessment/Evaluation Report of the NEDA technical staffs / managers who are qualified to take the VMA Examination. The Report should also contain a discussion on the entire accreditation process from VMA Certification to CVS.</p> <p>Upon review/vetting of the Assessment Report by NEDA, the Consulting Firm/Project Team shall consider any applicable comments and recommendations received from NEDA.</p>	Within five (5) weeks
<p><b><u>VMA Certification/Examination</u></b></p> <p>The Consulting Firm shall facilitate the conduct of the VMA Certification Course and Examination as well as provide/deliver all necessary undertakings prior actual examination, including, among others, guidance and mentoring of qualified NEDA technical staffs / managers through the application, review and certification process.</p>	<p><b>VMA Course:</b></p> <p>Batch 1: Within seven (7) weeks</p> <p>Batch 2: Within eight (8) weeks</p> <p><b>VMA Examination:</b></p> <p>Within nine (9) weeks</p>
<p><b><u>Final Report</u></b></p> <p>The Consulting Firm shall include in the Final Report the complete certification program modules and other materials, as well as the detailed activities undertaken during the conduct of the VMA Course and Certification Program, including, but not limited to, the goal/objectives of the course, locations/venues, dates of the examination, attendances, discussions, copies of materials, outcomes of the VMA Certification application, recommendations of the participants/Project Team, observations and proposed improvements for future VMA Certification undertaking, and other necessary documentations.</p>	Within ten (10) weeks

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- (b) Submit, together with the WFP, its estimated man-month requirements based on the timelines of deliverables above and Annex A (Gantt Chart) of the Terms of Reference.
6. If the **Consultant** refuses or fails to deliver any or all of the Services within the period(s) specified in this Contract Agreement, plus any time extension duly granted and is hereby in default under the Contract, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract Agreement and under the applicable laws, deduct from the **Contract Price**, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the **Contract Price**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the **Contract Price**, the **Procuring Entity** shall, at its own discretion, may rescind or terminate the Contract Agreement, without prejudice to other courses of action and remedies available under the circumstances;
7. 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**;
8. This Contract Agreement 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;

#### OBLIGATIONS OF THE PROCURING ENTITY

9. 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 Agreement;
10. The **Procuring Entity** shall:
- (a) Pay the **Contract Price** in accordance with the following schedule:

Milestone	Percentage
Upon NEDA approval of the WFP	10%
Upon NEDA concurrence/acceptance of the Assessment/Evaluation Report	15%
Upon completion of the conduct of VMA Course and Examination	45%
Upon NEDA acceptance of the Final Report	30%

#### AMENDMENT

11. Any modification, alteration, or addition in the terms of this Contract Agreement shall be made in writing and signed by the Parties and/or their authorized representatives, otherwise, it shall not bind the Parties hereof;

*Jr*

*[Signature]*



## ALTERNATIVE DISPUTE RESOLUTION

12. Should any dispute related to this Contract Agreement 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, Philippines; and,


## VENUE IN CASE OF SUIT

13. 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 Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

### NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

Represented by:

  
**JOSE MIGUEL R. DE LA ROSA**  
Undersecretary for Central Support Office

### SYSTRA PHILIPPINES, INC.


Represented by:

  
**MARIA RHIZA S. CASTILLO**  
President

### SIGNED IN THE PRESENCE OF:

  
**KATHLEEN P. MANGUNE**

12 St. Josemaria Escriva Drive  
Ortigas Center, Pasig City

  
Ian Edward A. Medenilla  
1601 West Tower, PSE Centre  
Exchange Road, Ortigas Center  
Pasig City 1605

## ACKNOWLEDGMENT

Republic of the Philippines)

**PASIG CITY**

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**PASIG CITY**

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_ this **29 MAR 2019**, personally appeared the following with their respective proofs of identity indicated beside their names:

Name	Government Issued Identification Document	Date and Place Issued
<b>JOSE MIGUEL R. DE LA ROSA</b> In his capacity as Undersecretary NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Philippine Passport S0012632A	02 November 2017 DFA Manila
<b>MARIA RHIZA S. CASTILLO</b> In her capacity as President of SYSTRA Philippines, Inc. 1601 West Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City	SSS No. 33-1312882-5	Pasig City

all known to me to be the same persons who executed the foregoing Agreement consisting of **six (6) pages** including this Acknowledgment, together with the documents deemed and construed part of this Contract Agreement, on which this acknowledgement 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 respectively represent.

**WITNESS MY HAND AND SEAL**, on the day, year and place above written.

Doc. No. 360  
Page No. 73  
Book No. CXXIV  
Series of 2019.

**ATTY. RENATO E. DE JESUS**

Notary Public

Until December 31, 2020

ROLL NO. 19939

IBP NO. 05423

PTR NO. 5208701

APPOINTMENT NO. 56 (2019-2020)

MCLE EXEMPTION NO. V-003171

TIN NO. 122-868-768-000