



Republic of the Philippines
Department of Science and Technology
PHILIPPINE SCIENCE HIGH SCHOOL – CENTRAL VISAYAS CAMPUS
Talaytay, Argao, Cebu

CONTRACT OF SERVICES

Contract No. 02 S. OF 2017

*DESIGN AND CONSULTANCY SERVICES FOR THE CONSTRUCTION OF ACADEMIC
BUILDING IV (OTHER FACILITIES)
(Project)*

THIS CONTRACT ("Contract") is entered into this 23rd day of March 2017, by and between the **PHILIPPINE SCIENCE HIGH SCHOOL – CENTRAL VISAYAS CAMPUS** ("the Client") represented herein by its Campus Director, **DR. WARREN D. CORDETA**, having its principal place of office in Guso, Talaytay, Argao, Cebu;

- and -

ASCOTT PACIFIC CONSULTANTS, INC. ("the Consultant") represented herein by its Managing Director, **BELEN N. GACAD** with office address at 1-A, F. Sevilla St., Brgy. Pedro Cruz, San Juan City, Metro Manila.

WHEREAS, having been determined as the bidder with the **Highest Rated Responsive Bid (HRRB)** by the Bids and Awards Committee (BAC), the Client intend to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in the Terms of Reference (TOR), attached hereto as **Annex "A"**, which is made an integral part of the Contract ("the Services").
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the **term**.
2. **Term**

The Consultant shall intermittently perform the Services, subject to the approval of PSHS-CVISC, for **ninety (90) calendar days** reckoned from the effective date of the contract, or any other period as may be subsequently agreed upon by the parties in writing.

Received:

[Signature]

3. Payment

A. Ceiling

For services rendered pursuant to the TOR, the Client shall pay the Consultant an amount not to exceed the total sum of **one million eight hundred ninety three thousand seven hundred sixty thousand pesos** (php1,893,760.00) only, inclusive of tax.

B. Terms of Payment

15% Mobilization Fee
30% upon submission of Pre-Detailed Design Report
25% upon submission of Draft Detailed Design Report
20% upon submission of Final Design Report
10% Supervision and Management

C. Payment Conditions

Payment shall be made in Philippine Pesos, not later than forty five (45) calendar days following the submission by the Consultant of the required deliverables, provided that these deliverables are duly approved by the Client.

D. Deliverables and Timeline

The period of engagement for the Consultant is ninety (90) calendar days. The Consultant shall work intermittently for the project duration, subject to the approval of the Client.

The Consultant shall allocate specific number of working days to incorporate revisions and changes to the final architectural and engineering design and shall propose steps/ recommendations for the sustainability of the Project.

The Consultant shall ensure that the final architectural and engineering design of the building/structure under consideration shall be "**complete**" taking into account the budget allocated for the implementation of the civil works for the project.

The reckoning date for each deliverable shall be upon receipt of the Consultant of the Notice of Approval from the Client. The Consultant should ensure that the applicable timeline for each submission has been followed accordingly supported with proofs of compliance or receipt of notices.

The schedule of deliverables shall be as follows:

<i>Activity</i>	<i>Level of Effort</i>	<i>Deliverables</i>	<i>Progress Report Schedule</i>	<i>Payment %</i>
		After the effective date of the contract		Mobilization Fee (15%) -php284,064.00
Pre-detailed design (in 3D presentation)	5 man days	See Item II-A project elements / components – pre-detailed design (with presentation to the Procuring Entity)	Within 30 CD from the effective date of contract	1st billing (30%) -php568,128.00
Draft detailed design	15 man days	See item II-B: project Elements/Components – Draft Detailed Design which is subject to presentation and comments of the procuring entity prior to commencement of the final design “15 CD is for PSHS-CVisC evaluation and comments.”	Within 60 CD from effective date of contract	2nd billing (25%) -php473,440.00
Final Design	15 Man Days	See item II-B: project elements/components-detailed design	Within 90 CD from effective date of contract	3rd billing (20%) -php378,752.00
Project Supervision and management	At least 1 man day or as required during construction period	Project management and quality assurance during project implementation	Within construction/ project implementation period (project management report must be submitted every 25 th day of the month from start date of the construction)	4th & final billing (10%) -php189,376.00
		TOTAL		P 1,893,760.00

of Mr. Cagoclan
 for

4. **Project Administration**

A. Coordinator

The Client designates **JERL OYANGOREN** as Client's Coordinator. The Coordinator will be responsible for the Coordination of activities under this Contract, payment of services rendered by the Consultant and for appropriate recommendations as to the review & acceptance of the detailed technical contents of the Consultant's reports. For the Consultant, **BELEN N. GACAD** shall represent the Consultant's interests and shall manage this project in accordance with this Contract.

B. Project Staff

The personnel assigned to this project by the Consultant shall be **Arch. Jon Kevin C. Soto, Project Coordinator**. He/she may not delegate his/her responsibilities under this Contract without prior written approval of the Client.

C. Approving Authorities

Final approval of all deliverables under this Contract shall only be between the Client and the Consultant.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant shall promptly replace any employee assigned under this Contract that the Client considers unsatisfactory.

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in all dealings related to the Services.

The Consultant shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request.

Handwritten notes and signatures on the left margin:
A small checkmark-like symbol.
A large, stylized signature.
The name "Mr. Crayson" written vertically.
The word "of" written vertically.

The Consultant shall at all times cooperate and coordinate with the Client with respect to the carrying out of its obligations under this Contract.

6. Confidentiality

During the term of the Contract, and **within two (2) years after its expiration**, the Consultant shall not: disclose any proprietary or confidential information relating to the Services, the Contract, or the Client's business or operations; communicate or disclose, at any time, to any person or entity any proprietary or confidential information acquired in the course of the Services; nor, make public the recommendations formulated in the course of, or as a result of, the Services, without prior written consent from the Client. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

7. Ownership of Materials

Any designs, schematic diagrams, studies, reports, or other materials or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents, exclusively for records purposes.

8. Consultant Not To Be Engaged In Certain Activities

The Consultant agrees that, during the term of the Contract and and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified for providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract, during the term, and after the termination of this Contract.

9. Insurance

The Consultant, at its own cost, shall be responsible for taking out or maintaining any appropriate insurance policy against any risk related to the project.

The Client undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the Consultant, Sub-Consultant, and each of their Personnel or for the dependents of the Consultant, Sub-Consultant, or any such Personnel.

Handwritten signatures and initials in the left margin. At the top is a large 'B'. Below it is a signature that appears to be 'John'. Further down is another signature that appears to be 'Cheng'. At the bottom is a small signature that appears to be 'W'.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract

The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Philippine Laws (Applicable Laws).

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant, complies with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

If, after the date of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under the Contract shall be increased or decreased on a no-loss gain basis.

12. Dispute Resolution

If any dispute or differences of any kind whatsoever shall arise between the Parties in connection with the implementation of the Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising out of the Contract that cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with the rules of procedure of Philippine Laws.

13. Liquidated Damages

If the Consultant fails to submit the required deliverables or output in the form and within the time-periods specified in the TOR, the Client shall, without prejudice to its other remedies under the Contract and under Philippine laws, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Services for each day of delay based on the approved contract schedule.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the Client shall automatically rescind the contract, without prejudice to other courses of action and remedies open to it.

14. Termination

The Client may extrajudicially terminate the Contract subject to the conditions and procedures provided under the Guidelines on Termination of Contracts as provided by the GPPB.

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FOR THE CLIENT

DR. WARREN D. CORDETA
Campus Director
Philippine Science High School
Central Visayas Campus
Talaytay, Argao, Cebu
Tel#: (032)513 6258
E-mail: cvisc1@yahoo.com

FOR THE CONSULTANT

BELEN N. GACAD
Managing Director
Ascott Pacific Consultants, Inc.
1-A, F. Sevilla St., Brgy. Pedro Cruz,
San Juan City, Metro Manila
Tel No. (02)221-6326; (02)661-8679
Email: nbgacad@ascottconsultants.com.ph

WITNESSES

CYRIL MAGALLANES
PSHS-CVisC

Jon Kevin C. Soto
Consultant

FUNDS AVAILABLE:

LYNN L. DATANAGAN
Accountant II

Republic of the Philippines

QUEZON CITY {s.s. **MAR 27 2017**

BEFORE ME, This _____ day of _____, _____ appeared:

DR. WARREN D. CORDETA with Community Tax No.: 24248866 issued at Talaytay, Argao, Cebu on January 05, 2017 and **BELEN N. GACAD** with Passport No. EC4751186 issued at DFA Manila on July 24, 2015 known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and of the offices that they represent.

I further certify that the foregoing **OWNER-CONTRACTOR AGREEMENT** consists of seven (7) pages including the page on which this acknowledgement is written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS MY HAND SEAL on the date and place first above written.

ATTY. SOCORRO M. PERALTA NOTARY PUBLIC
Notary Until: _____
PTR No. : _____
Issued on : _____
Issued at : _____
3F Vargas Bldg. _____

Doc : 434
Page : 88
Book No. : 287
Series of : 14