



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

CONTRACT OF SERVICES

Contract No. 5, s.2017

**DESIGN AND CONSULTANCY SERVICES OF THE PROJECT-CONSTRUCTION OF
RETAINING WALL AND RIPRAP
(Project)**

THIS CONTRACT ("Contract") is entered into this 8th day of May 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 -

Ramirez
RUEL B. RAMIREZ & ASSOCIATES ("the Consultant") represented herein by its President, RUEL B. RAMIREZ with office address at Unit 1502-1503 West Trade Center, 132 West Ave. Quezon City, Philippines.

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

Ramirez
WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

- Ramirez*
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 **sixty (60) 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.
 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 **Three Hundred Ninety Five Thousand (php 395,000.00)** only, inclusive of tax.

B. Terms of Payment

b.1 During Designing Phase

- 15% Mobilization Fee
- 15% upon submission of pre-detailed design report
- 15% upon submission of draft design report
- 35% upon submission of final design report

b.2 During Construction Phase

- 10% upon completion of the required five (5) visits
- Php5,000.00 per visit per person for visit beyond the required five (5) visits

C. Payment Conditions

Progress 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 together with the Billing Statement.

Final 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 together with the Request for Payment and Billing Statement, provided that these deliverables are duly approved by the Client.

D. Deliverables and Timeline

The period of engagement for the Consultant is seventy sixty (60) 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.

Handwritten signatures and initials on the left margin:
- A large signature, possibly "Francisco"
- A signature, possibly "Jose"
- A signature, possibly "R"
- A signature, possibly "S"

The schedule of deliverables shall be as follows:

Activity	Level of Effort	Deliverables	Progress Report Schedule	Payment (in pesos) %
Mobilization Fee	Minimum of 1 man day	None	None	59,250.00 (15%)
Pre-detailed design	12 man days	See item II-A: project Elements/Components – Pre Detailed Design (with presentation (in 3D) to the Procuring Entity) Soil Analysis report and topographic survey	Within 15 CD from effective date of contract	79,000.00 (20%)
Draft Detailed Design	15 Man Days	See item II-B: project elements/components- detailed design (subject for presentation (in 3D) and comments of the procuring entity prior for final Design)	Within 30 CD from effective date of contract	79,000.00 (20%)
Final Design	15 man days	See Item II-B: project elements/components – Detailed Design	Within 60 CD from effective date of contract	138,250.00 (35%)
Project Supervision and management	5 visits (or as the need arises) for a maximum of 2 personnel per visit (as	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	39,500.00 (10%) after five(5) visits 5,000.00 maximum budget for

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 - Next to Draft Detailed Design: *Amey 2014*
 - Next to Final Design: *Agar*
 - Next to Project Supervision and management: *SRB*

	pre-determined by the procuring entity		month from start date of the construction)	airfare per personnel per visit (for visit beyond the required five (5) visits)
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4. Project Administration

A. Coordinator

The Client designates **JERL M. 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, **RUEL B. RAMIREZ** 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 **Charo Allas**. She may not delegate 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. 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 from 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 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.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any

Handwritten signatures and initials:
- A signature above clause 8.
- A signature above clause 9.
- A signature above clause 10.

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 extra judicially terminate the Contract subject to the conditions and procedures provided under the Guidelines on Termination of Contracts as provided by the GPPB.

FOR THE CLIENT

CONSULTANT

Warren D. Cordeta
DR. WARREN D. CORDETA
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Central Visayas Campus
Talaytay, Argao, Cebu
Tel#: (032)513 6258
E-mail: cvisc1@yahoo.com

Ruel B. Ramirez
ENGR. RUEL B. RAMIREZ
President
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Mobile No. 0920-9090147
Email: rba_engrs@yahoo.com

Wina A. Retana
WINA A. RETANA
PSHS-CVIsC

WITNESSES

Wina A. Retana

Consultant

FUNDS AVAILABLE:

Lynn L. Datagan
LYNN L. DATANAGAN
Accountant II

ACKNOWLEDGEMENT

Republic of the Philippines

QUEZON CITY {s.s.
MAY 08 2017

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

DR. WARREN D. CORDETA with Community Tax Certificate No.24248866 issued at Talaytay, Argao, Cebu on January 5, 2017 and **RUEL B. RAMIREZ** with Community Tax Certificate No. _____ issued at _____ on _____ 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.

NOTARY PUBLIC

Until : _____
PTR No. : _____
Issued on : _____
Issued at : _____

Doc : *207*
Page : *70*
Book No. : *IV*
Series of : *2017*

John R. Seguit
ATY. JOHN R. SEGUIT
NOTARY PUBLIC
UNTIL DEC. 31, 2018
ROLL NO. 59421. TIN NO. 827-346-464-000
PTR NO. 3804858-01/02/2017/Q.C.
IBP NO. 105103 / 01-03-2017 Q.C.
MCLE COMP. V-0019529-04/14/2018
ADM. MATTER NO. NP-052 (2017-2018)
ADD: 112 VIC VEL BLDG. WEST AVE. C. CITY