Republic of the Philippines
Quezon City
City Council

PR91-134

Resolution No. NC-602; S-91

RESOLUTION
RATIFYING THE CONTRACT OF AGREEMENT FOR PREFEASIBILITY STUDIES AND OTHER SERVICES ENTERED INTO ON 17 AUGUST 1991 BY AND BETWEEN THE QUEZON CITY GOVERNMENT, REPRESENTED BY ITS CITY MAYOR, HONORABLE BRIGIDO R. SIMON, JR., AND FOCUS ASIA MANAGEMENT EXPONENTS, INC., REPRESENTED BY ITS PRESIDENT, MR. JERRY M. REYES, WHICH DOCUMENT IS ENTERED IN THE NOTARIAL REGISTER OF ATTY. RODOLFO G. DIMAISIP AS DOCUMENT NO. 267, PAGE NO. 54, BOOK NO. 1, SERIES OF 1991, AND WHICH IS ATTACHED HEREWITH AND MADE AN INTEGRAL PART HEREOF.

Introduced by Councilors Alberto M. Galarpe, Teodoro N. Ramos, Emilio G. Tamayo, Ricardo R. Del Rosario and Guillermo C. Altuna.

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN SESSION ASSEMBLED, to ratify, as it does hereby ratify, the Contract of Agreement for prefeasibility studies and other services entered into on 17 August 1991 by and between the Quezon City Government, represented by its City Mayor, Honorable Brigido R. Simon, Jr., and Focus Asia Management Exponents, Inc., represented by its President, Mr. Jerry M. Reyes, which document is entered in the Notarial Register of Atty. Rodolfo G. Dimaisip as Document No. 267, Page 54, Book No. 1, Series of 1991, and which is attached herewith and made an integral part hereof.

RESOLVED, FURTHER, that copies of this Resolution be furnished the Honorable City Mayor, Brigido R. Simon, Jr., and Mr. Jerry M. Reyes for their information and guidance.

ADOPTED September 4, 1991.

(SGD) VICENTE C. SOTTO, III
Vice Mayor
Presiding Officer

ATTESTED:

VICENTE A. ALVAREZ
City Secretary

BRIGIDO R. SIMON, JR.
PUNONG LUNGSOD

May 29, 1991

THE PRESIDENT/GENERAL MANAGER
Focus Asia Management Exponents, Inc.
[illegible] Moncada St., BF Homes
Quezon City

Sir :

NOTICE TO PROCEED

You are hereby given notice to proceed with the execution of your contract for the preparation of the Pre-Feasibility Study of the proposed World Bank assisted Q. C. SPREAD Project.

Effectivity of your contract shall be reckoned ten (10) days after receipt of this notice.

Very truly yours,

Received by:

MR. GERRY REYES
President/General Manager

Date: _____

PUNONG LUNGSOD, DISIPLINA ANG NASUSUNOD!

CONTRACT AGREEMENT FOR PREFEASIBILITY STUDIES AND OTHER SERVICES

KNOW ALL MEN BY THESE PRESENTS :

This Contract is entered into this 17 AUG 1991 day of _____ 1991, by and between:

QUEZON CITY GOVERNMENT, represented herein by HON. BRIGIDO R. SIMON, JR., City Mayor, hereinafter referred to as the FIRST PARTY

AND

FOCUS ASIA MANAGEMENT EXPONENTS, INC., duly registered, with principal office at 16 Moncado St., BF Homes, Quezon City, hereinafter referred to as the SECOND PARTY.

W I T N E S S E T H

WHEREAS, the FIRST PARTY, in pursuance of its mandated mission to uplift the economic conditions and welfare of its people is desirous of securing a direct loan package from the WORLD BANK or other prospective lending institutions to provide the much needed financial resources for the more sustained delivery of basic urban services and enable it to realize its development objectives;

WHEREAS, the FIRST PARTY is in need of expert professional services and is willing to employ and/or hire the SECOND PARTY to generate and produce for it a PRE-FEASIBILITY STUDY REPORT which shall serve as basis for pre-appraisal of the loan package by the Government of the Philippines and the WORLD BANK or other prospective lending institutions;

WHEREAS, the SECOND PARTY is capable of providing the expert professional services so required by the FIRST PARTY and is willing to generate and produce for it the PRE-FEASIBILITY STUDY REPORT requisite of the Government of the Philippines and the WORLD BANK or other prospective lending institutions:

NOW, THEREFORE, for an in consideration of mutual covenants herein set forth, the parties hereto agree as follows:

1.0 Adoption of the QUEZON CITY SPREAD PROJECT concept profile, herein referred to as Annex A and made an integral part of this Contract, as the general TERMS OF REFERENCE for the Consultancy Services subject to refinements and particularization which may be made upon submission by the SECOND PARTY of the INCEPTION REPORT and approval thereof by the FIRST PARTY.

2.0 The scope of the services to be rendered by the SECOND PARTY are as follows:

(a) Undertake all necessary study activities relative to the generation of the PRE-FEASIBILITY STUDY REPORT in the form and style consistent with the general tenor of the TERMS OF REFERENCE, and which report shall contain two (2) sub-reports, namely: the ECONOMIC AND MANAGEMENT STUDY; and the PRE-ASSESSMENT STUDY.

(b) Provide adequate, qualified and competent personnel for the studies;

(c) Assign a full-time Study Director who shall direct the activities of the Consultant Team, conduct a weekly briefing on the progress of the study, and serve as a regular member of the joint Management Team.

(d) At the end of the specified study period, submit five (5) copies of the report containing the three (3) reports above mentioned.

(e) Present the results of the PRE-FEASIBILITY STUDY to the concerned entity/ies and assist the FIRST PARTY in pre-appraisal deliberations to be conducted by the Government of the Philippines; and

(f) Perform other related tasks as may be deemed necessary.

3.0 The FIRST PARTY shall be responsible for the following:

(a) Through its different offices, departments and staff, provide the SECOND PARTY any available relevant information and data required for the preparation of the PRE-FEASIBILITY STUDY REPORT;

(b) Provide a Counterpart Team to coordinate with and provide the necessary assistance to the SECOND PARTY and make appropriate representations with all the relevant agencies of the Government of the Philippines in order to facilitate and ensure the smooth and orderly conduct of the studies;

(c) Provide a suitably located and adequate office space for joint use of the Consultant and Counterpart Teams; and

(d) Perform other related tasks as may be deemed necessary.

4.0 Set up of a joint MANAGEMENT TEAM chaired by the Quezon City Action Officer for Special Projects for over-all coordination and supervision of the study operations.

5.0 The study report or parts thereof and any other documents regarding the study shall not be disposed and/or passed on to any other party/ies without the knowledge and written consent of the FIRST PARTY. Upon termination of the Contract, all data, report/s and other information shall be transmitted by the SECOND PARTY to the FIRST PARTY for proper disposition and/or action.

6.0 The SECOND PARTY shall complete and submit the PRE-FEASIBILITY STUDY REPORT within twelve (12) weeks upon signing of the Contract and issuance of the FIRST PARTY of a duly approved NOTICE TO COMMENCE WORK and receipt thereof by the SECOND PARTY.

7.0 For and in consideration of the services to be rendered by the SECOND PARTY, the FIRST PARTY shall pay the SECOND PARTY the amount of TWO MILLION FIVE HUNDRED THOUSAND PESOS (P2,500,000) ONLY, Philippine currency, payment of which shall be made in the following manner and schedule:

(a) 15% Mobilization Fee or P375,000 upon signing of the Contract, and issuance of the NOTICE TO COMMENCE WORK;

(b) 20% or P500,000 upon submission and approval of the INCEPTION REPORT;

(c) 50% or P1,250,000 upon submission of the preliminary draft of the PRE-FEASIBILITY STUDY REPORT;

(d) 10% or P250,000 upon submission of the final draft of the PRE-FEASIBILITY STUDY REPORT; and

(e) 5% or P125,000 upon completion of the pre-appraisal deliberations.

8.0 The SECOND PARTY shall issue in favor of the FIRST PARTY the amount of TWO HUNDRED FIFTY THOUSAND PESOS (P250,000) or 10% of the contract price as performance bond, the same to be issued and remitted following the guideline set forth in Presidential Decree 1594.

9.0 Contract the work or any of its interests therein without the written consent of the FIRST PARTY. An approval by the FIRST PARTY for the SECOND PARTY to sub-contract shall not relieve the SECOND PARTY from any of its obligations or liabilities under this agreement, nor shall approval create any contractual relation between the sub-contractor and the FIRST PARTY. In case the SECOND PARTY fails to finish the project preparation activities within the time herein above stated or become insolvent, abandon or unduly delay the prosecution of the work, assign the work to another without the written consent of the FIRST PARTY, or violate any term or condition of this Agreement, the FIRST PARTY may terminate the Contract, forfeit the

bond and thereafter shall be free to take over the work and assign it to another without incurring liability to the SECOND PARTY. The rights and remedies herein above provided shall not be exclusive of other rights and remedies available to the FIRST PARTY as against the SECOND PARTY.

10.0 The SECOND PARTY shall be solely responsible for any and all damages caused by any of its personnel and for all or any claim of its workers for wages, injuries and overtime pay, workmen's compensation, social security premiums, medicare and claims for damages caused to the public or third person by reason of this Contract.

11.0 The notarial expenses to be incurred in the execution of this Contract shall be borne by the SECOND PARTY.

12.0 The Parties hereto agree that all legal actions arising from this Agreement shall be brought to the proper courts of Quezon City.

IN WITNESS HEREOF, the duly authorized representatives of the Parties have hereunder signed this Contract at Quezon City, Philippines.

FIRST PARTY

HON. BRIGIDO R. SIMON, JR.
Mayor, Quezon City

SECOND PARTY

JERRY M. REYES
President
Focus Asia Management
Exponents, Inc.

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
) s.s.

BEFORE ME, personally appeared, this 17 AUG 1991 day of _____, 1991, Mayor Brigido R. Simon, Jr. with Residence Certificate No. 16000888-K issued at Quezon City on 04 January, 1991, and Jerry M. Reyes with Residence Certificate No. 5669253 issued at Quezon City on 04 April, 1991, known to me personally to be the same persons who executed the foregoing Contract, acknowledging that the same is their voluntary act and deed.

P.T.R.

RODOLFO G. DIMAISIP
NOTARY PUBLIC
UNTIL DEC. 31. 1989
PTR NO. 8277276
1/16/91 O. C.

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