



REPUBLIKA NG PILIPINAS  
 TANGGAPAN NG PANGULO  
 Pangasiwaan Sa Pagpapaunlad Ng Kalakhang Maynila  
 (Metropolitan Manila Development Authority)



**CONTRACT**

**C2018-116**

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT**, made and entered into by and between:

**METROPOLITAN MANILA DEVELOPMENT AUTHORITY**, with office address at MMDA Bldg., EDSA cor., Orense Street, Guadalupe, Makati, City, represented herein by **DANILO DELAPUZ LIM** in his capacity as Chairman, hereinafter referred to as the **AUTHORITY**;

-and-

**NET PACIFIC, INC. / A-WIN ENTERPRISE AND SOLUTIONS, INC. CONSORTIUM**, with business address at 3QB ODC International Plaza 219 Salcedo St., Legaspi Village, Makati City, represented by its Authorized Representative, **CHERYLL S. CORTEZ**, hereinafter referred to as the **CONTRACTOR**;

**WHEREAS**, the **NET PACIFIC, INC. / A-WIN ENTERPRISE AND SOLUTIONS, INC. CONSORTIUM** (herein **CONTRACTOR**) was declared as the winning bidder in the public bidding held on July 10, 2018;

**WHEREAS**, both parties possessing the legal capacities hereby agree as follows:

**SCOPE OF WORK:**

**SUPPLY AND INSTALLATION OF ROAD SAFETY DEVICES - PHASE V**

and the **AUTHORITY** has accepted an offer by the **CONTRACTOR** through public bidding for the execution, completion of such works.

**NOW, WHEREFORE**, for and in consideration of the foregoing premises, covenants and stipulations herein set forth, the Parties hereby agree as they mutually agree that:

1. In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the conditions of the contract hereinafter referred to.

**DOCUMENTS AS INCORPORATED:**

2. The following documents shall be deemed to form part of and be read and construed as part of this Agreement. Moreover, work as herein defined, shall be completed in accordance with the specifications of this Project. The following Annexes shall form part and parcel of this Agreement:

*DL*  
**DANILO DELAPUZ LIM**  
 Chairman

*CS*  
**CHERYLL S. CORTEZ**  
 Contractor

- a. Certificate of Availability of Funds
- b. Committee Resolution/Notice of Award and Contractor's conformity thereto
- c. Bidding documents including all its annexes and attachments as required
- d. Contractor's All Risk Insurance (CARI)
- e. PERT/CPM Time Scale Diagram / BAR CHART
- f. Abstract of Bids
- g. Performance Security

**CONTRACT PERIOD:**

3. In consideration of the payment to be made by the **AUTHORITY** to the **CONTRACTOR**, as hereinafter mentioned, the contractor hereby covenants with the **AUTHORITY** to execute and complete the work in conformity in all respects with the provisions of the **CONTRACT**. The Contract completion period shall be **two hundred forty (240) Calendar Days**.
4. This **CONTRACT** shall take effect from the date the **CONTRACTOR** accepts and signs the Notice to Proceed, and shall terminate upon 100% percent completion as accepted and approved by the appropriate official of the MMDA, subject to the provision of **Annex E, Sec. 7 of the IRR of RA 9184**.

**CONTRACT PRICE AND TERMS OF PAYMENT:**


5. The **AUTHORITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of works the Contract Price of: **One Hundred Thirty-Two Million, Thirty-Seven Thousand, Two Hundred Eighty Pesos and Twenty-Six Centavos (Php 132,037,280.26)** and shall be paid by the **AUTHORITY** progressively and partially, subject to retention money of 10% until 50% of work is completed and in accordance with the conditions set forth in Annex E, Sec 6 of the IRR of RA 9184 as requirements prior to any payment.
6. The **AUTHORITY** shall, upon the request of the **CONTRACTOR**, make an advance payment to the **CONTRACTOR** in an amount equivalent to **fifteen percent (15%)** of the total contract price in compliance with Annex E, Sec 4 of the IRR of RA 9184. This amount shall be in lump sum.

**DEFAULTS AND DELAYS:**

7. Matters and issues pertinent to the delay in the completion and/or progress of work shall be governed by Annex E, Sec. 8, Items 1 to 6, of the IRR of RA 9184.

**PERFORMANCE GUARANTEE AND WARRANTY PERIOD**

8. To guarantee the faithful performance of the **CONTRACTOR** under this Contract, it shall post, upon the signing of the Contract, a performance security in such form and amount as specified in the Notice of Award and shall be valid up to 365 days after acceptance of the project. Within the same period the **CONTRACTOR** shall undertake to repair any deficiencies or defects that may appear not in accordance with specification.

  
DANILO DELAPUZ LIM  
Chairman

  
CHERYLL S. CORTEZ  
Contractor

**MODIFICATIONS / AMENDMENTS:**

9. No oral agreement or communications by either party shall alter the meaning or interpretation of this Contract and no modifications, alterations, additions, deletions or changes in the terms and conditions hereof, shall be binding upon the parties unless the same is reduced to writing.

**INSURANCE :**

10. The **CONTRACTOR** has the sole responsibility to provide the necessary insurance for his employees and staff, equipment and machineries required in the execution of the project. The **AUTHORITY** shall be rendered free and harmless from all claims for damages arising from or in connection with the execution of herein defined work pursuant to Sec. 11, General Conditions of Contract.

**OTHER CONDITIONS:**

11. The adequate stability and safety of site operations and methods of construction for herein contracted work shall be the sole responsibility of the **CONTRACTOR**.
12. All communication to either Party shall be given personally and same shall be acknowledged receipt by either party.
13. All workers/employees assigned or employed by the **CONTRACTOR** under this Contract are exclusively the workers/employees of the **CONTRACTOR**. In this connection, the **CONTRACTOR** warrants full compliance with all labor laws and such other related laws on employment such as, but not limited to, laws regarding Workmen's Health and safety, Workmen's Welfare Compensation for injuries, Minimum Wages, Hours of Labor and no employer-employees relationship shall exist between the Authority and contractor's employees.
14. The **CONTRACTOR** warrants that he has not given nor promised to give any money or gift to any employee of the **AUTHORITY** to secure this Contract.
15. The **CONTRACTOR** hereby agrees not to assign and/or **SUBLET** this Contract to any Third Party without the prior **WRITTEN APPROVAL** of the **AUTHORITY**.

**ARBITRATION AND SETTLEMENT OF DISPUTE:**

16. All disputes which may arise in respect to this Agreement and which cannot be settled by mutual settlement within thirty (30) days from date of occurrence shall be referred to and settled in accordance with the Arbitration laws of the Republic of the Philippines.
17. This Agreement shall be binding upon the parties hereto and their assigns and successors in interest. All project staff and officers of the **CONTRACTOR** shall be under the direct supervision of the **AUTHORITY**.

  
DANILO DELAPUZ LIM  
Chairman

  
CHERYL S. CORTEZ  
Contractor

18. Both parties hereby agree to abide by the terms and conditions as set forth in this Agreement and may mutually agree on **MODIFICATIONS** and/or **ADDITIONS** or **DELETIONS** to this **CONTRACT** in accordance with the pertinent provisions as herein set forth. Moreover, both parties hereby declare that both have read and fully understood all the terms and conditions as herein provided together with all the supporting attachments and /or documents as annexed hereto.
19. This contract is subject to the provisions of RA 9184 and its implementing rules and regulations.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_\_ day of SEP 27 2018, 2018, at Makati City, Metro Manila.

**NET PACIFIC, INC. / A-WIN ENTERPRISE AND SOLUTIONS, INC. CONSORTIUM**

**METROPOLITAN MANILA DEVELOPMENT AUTHORITY**

Represented by:

Represented by:

*Cheryll S. Cortez*  
**CHERYLL S. CORTEZ**  
 Authorized Representative  
 T.I.N No. \_\_\_\_\_

*Daniilo Delapuz Lim*  
**DANILO DELAPUZ LIM**  
 Chairman *DL*  
 T.I.N No. \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

*Atty. Romando S. Artes*  
**ATTY. ROMANDO S. ARTES**  
 AGM for Finance and Administration

**ACKNOWLEDGMENT**

Republic of the Philippines)  
 Quezon City Makati ) S.S.

**BEFORE ME**, a notary public for and in above jurisdiction, on this \_\_\_\_\_ day of SEP 27 2018, 2018 personally appeared **DANILO DELAPUZ LIM**, Chairman of **METROPOLITAN MANILA DEVELOPMENT AUTHORITY (MMDA)** and **CHERYLL S. CORTEZ**, Authorized Representative, **NET PACIFIC, INC. / A-WIN ENTERPRISE AND SOLUTIONS, INC. CONSORTIUM**, with their Tax Identification No., known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary ACT and DEED, and of the entities they represent.

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

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 Page No. 20  
 Book No. 1  
 Series of 2018

Notary Public  
*Atty. Rey A. Sto. Domingo Jr.*  
**ATTY. REY A. STO. DOMINGO JR.**  
 Adm. Matter No. N-25-2018-2019  
 IBP Lifetime No. 017830, 01-10-17, RSM  
 PTR No. 5723784; 11/9/16, Quezon City  
 Roll No. 80433/TIN No. 422-263-000-00  
 Commission Expires on 31 Dec 2019  
 Unit 15, Liberty 888 Building, 100 Liberty Avenue  
 Corner 12th Avenue, Alabang, Muntinlupa City



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## NOTICE TO PROCEED

The **CONTRACT**, therefore, having been approved, copy of which will be furnished, **NOTICE** is hereby given to:

**CHERYLL S. CORTEZ**  
Authorized Representative

**NET PACIFIC, INC. / A-WIN ENTERPRISE AND SOLUTIONS, INC. CONSORTIUM**  
Name

**3QB ODC INTERNATIONAL PLAZA 219 SALCEDO ST., LEGASPI VILLAGE, MAKATI CITY**  
Address

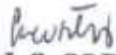
**SUPPLY AND INSTALLATION OF ROAD SAFETY DEVICES - PHASE V**  
Name of Project

The work in this project may commence from 28th day of September 2018.

**APPROVED:**

  
**DANILO DELAPUZ LIM**  
Chairman *DL*

Received:

  
**CHERYLL S. CORTEZ**  
Authorized Representative  
Date: 9/27/18



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**CHERYLL S. CORTEZ**  
Authorized Representative  
NET PACIFIC, INC. / A-WIN ENTERPRISE AND  
SOLUTIONS, INC. CONSORTIUM  
3QB ODC International Plaza 219 Salcedo St.  
Legaspi Village, Makati City

**SUBJECT: NOTICE OF AWARD**

Madam,

Please be informed that on the basis of the result of the public bidding conducted on July 10, 2018, the **Supply and Installation of Road Safety Devices - Phase V** is hereby awarded to you as the Single Calculated Responsive Bid equivalent to **One Hundred Thirty-Two Million, Thirty-Seven Thousand, Two Hundred Eighty Pesos and Twenty-Six Centavos (Php 132,037,280.26)** subject to submission of the Performance Security which shall be in any of the following forms:

- a. Cash, Manager's Check, Cashier's Check or Irrevocable Letter of Credit - Five Percent (5%) of the total contract price;
- b. Bank Draft Guarantee - Ten Percent (10%) of the total contract price; and
- c. Surety Bond - Thirty Percent (30%) of the total contract price.

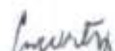
Enclosed herewith is the corresponding contract for your signature accepting the terms and conditions stated therein. Please return this letter together with the copy of the said contract and the required Performance Security.

Thank you for participation.

Very truly yours,

  
 **DANILO DELAPUZ LIM**  
Chairman

Conforme:

  
**CHERYLL S. CORTEZ**  
Authorized Representative  
Date: 9/18/18