



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

CONSULTANCY SERVICES CONTRACT

THIS AGREEMENT made the ____ day of 16 JAN 2024, 2024 between **CULTURAL CENTER OF THE PHILIPPINES**, located at CCP Complex, Roxas Boulevard, Pasay City (hereinafter called “the **CCP**”) of the one part and **OSCAR R. RUIVIVAR AND ASSOCIATES**, with an office address at 26 Wisdom St., Teresa Village, Project 6, Quezon City (hereinafter called “the **CONSULTANT**”) of the other part;

WHEREAS, pursuant to Section 53.4 of RA No. 9184 and its Implementing Rules and Regulations (IRR), CCP has engaged in negotiated procurement for a contract that is adjacent or contiguous to an ongoing consulting services contract, on the grounds that the **CONSULTANT** possesses unique experience and expertise necessary for delivering the required services, and meets the following conditions:

1. That the original contract of the **CONSULTANT** is the result of a Competitive Bidding;
2. That the subject negotiated contract has similar or related scope of work as that of the original contract of the **CONSULTANT**;
3. That the negotiated contract is within the contracting capacity of the **CONSULTANT**;
4. That the **CONSULTANT** uses the same prices or lower unit prices as in the original contract less mobilization cost;
5. That the amount of the contiguous contract or adjacent work involved does not exceed the amount of the ongoing project or original contract;
6. That the **CONSULTANT** has no negative slippage/delay; and
7. That the negotiations for the procurement of the contiguous or adjacent work were commenced before the expiry of the original contract.

WHEREAS, the CCP is desirous that the **CONSULTANT** execute **Project Management and Supervision for the Architectural Restoration of the CCP Main Building** with Contract No. BAC-CON23-001 (hereinafter called “the Works”) and the CCP has accepted the offer for **Eight Million Five Hundred Fourteen Thousand Pesos (Php 8,514,000.00) Only**, inclusive of Value Added Tax (VAT), by the **CONSULTANT** for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 Agreement, to wit:



- (a) Original Contract;
- (b) Amendments;
- (c) Notice of Negotiated Procurement;
- (d) Terms of Reference;
- (e) Financial Proposal;
- (f) BAC Resolution No. 003-2023;
- (g) CCP Board Resolution No. 137, Series of 2022;
- (h) Performance Security;
- (i) Notice of Award of Contract and the Bidder's conforme thereto;
- (j) Other contract documents that may be required by existing laws and/or the and/or the CCP concerned in the PBDs. The CONSULTANT agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, and acceptance of the terms and reference, shall likewise form part of the Contract

3. In consideration of the payments be made by the CCP to the CONSULTANT for the sum of **Eight Million Five Hundred Fourteen Thousand Pesos (Php 8,514,000.00) Only**, inclusive of Value Added Tax (VAT), the CONSULTANT hereby covenants with the CCP to execute and complete the Consulting Services for "Project Management and Supervision for the Architectural Restoration of the CCP Main Building" and remedy any defects therein in conformity with the provisions of this CONSULTANT in all respects.

4. The CCP 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 times and in the manner prescribed by this Contract.

5. Terms of Payment:

The payments shall be based on the following schedule:

PAYMENTS	% CLAIM	SCHEDULE	COMPUTATION	AMOUNT OF PROGRESS BILLINGS
(1)	(2)	(3)	(4)	(5) = (4)
Progress Billings (PB)				
PB No. 1	10%	2 equal monthly payments	CP x 10% / 2	
PB No. 1-1			PB No.1-1= CP x 10% / 2	PHP 425,700.00
PB No. 1-2			PB No.1-2= CP x 10% / 2	PHP 425,700.00
			SUB-TOTAL	PHP 851,400.00
PB No. 2	40%	13 equal monthly payments	CP x 40% / 13	
PB No. 2-1			PB No.2-1= CP x 40% / 13	PHP 261,969.23
PB No. 2-2			PB No.2-2= CP x 40% / 13	PHP 261,969.23
PB No. 2-3			PB No.2-3= CP x 40% / 13	PHP 261,969.23
PB No. 2-4			PB No.2-4= CP x 40% / 13	PHP 261,969.23
PB No. 2-5			PB No.2-5= CP x 40% / 13	PHP 261,969.23
PB No. 2-6			PB No.2-6= CP x 40% / 13	PHP 261,969.23
PB No. 2-7			PB No.2-7= CP x 40% / 13	PHP 261,969.23
PB No. 2-8			PB No.2-8= CP x 40% / 13	PHP 261,969.23
PB No. 2-9			PB No.2-9= CP x 40% / 13	PHP 261,969.23
PB No. 2-10			PB No.2-10= CP x 40% / 13	PHP 261,969.23
PB No. 2-11			PB No.2-11= CP x 40% / 13	PHP 261,969.23
PB No. 2-12			PB No.2-12= CP x 40% / 13	PHP 261,969.23
PB No. 2-13	PB No.2-13= CP x 40% / 13	PHP 261,969.23		
			SUB-TOTAL	PHP 3,405,600.00

PB No. 3			(CP x 45%) x (%LTA - %PTA) - based on actual accomplishment	
PB No. 3-1	45% (Accomplishment-based progress payments)	12 monthly payments	PB No.3-1= (CP x 45%) x (%LTA - %PTA)	-for computation
PB No. 3-2			PB No.3-2= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-3			PB No.3-3= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-4			PB No.3-4= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-5			PB No.3-5= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-6			PB No.3-6= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-7			PB No.3-7= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-8			PB No.3-8= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-9			PB No.3-9= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-10			PB No.3-10= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-11			PB No.3-11= (CP x 45%) x (%LTA - %PTA)	-
PB No. 3-12			PB No.3-12= (CP x 45%) x (%LTA - %PTA)	-
			SUB-TOTAL	PHP 3,831,300.00
PB No. 4			(CP x 5%) x (%LTA - %PTA) - based on actual accomplishment	
PB No. 4-1	5% (Accomplishment-based progress payments)	3 monthly payments	PB No.4-1= (CP x 5%) x (%LTA - %PTA)	-for computation
PB No. 4-2			PB No.4-2= (CP x 5%) x (%LTA - %PTA)	-
PB No. 4-3			PB No.4-3= (CP x 5%) x (%LTA - %PTA)	-
			SUB-TOTAL	PHP 425,700.00
		30 MONTHS	GRAND-TOTAL	PHP 8,514,000.00
<i>Note: All payments are subject to VAT and the provisions of the Annex "F" of RA9184</i>				
<i>Legend: CP - Contract Price, LTA - Latest Total Accomplishment, PTA - Previous Total Accomplishment, and PB - Progress Billing</i>				

6. Settlement of Disputes:

All actions, disputes, and controversies that may arise from, or in relation to, this Contract involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion.

Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2001." Whenever necessary to promote Arbitration or to seek judicial relief, the Parties agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court of Pasay City, to the exclusion of other courts of equal jurisdiction.

7. Separability Clause:

If any provision of this Contract is declared invalid, all other provisions not affected thereby shall remain valid. To overturn the invalidity, the parties may amend or modify said provision/s in conformity with the objective of this CONTRACT.

8. Entire Agreement:

This contract represents the entire agreement and all documents attached, making reference thereto, and all supplementing this agreement shall constitute an integral part of the agreement, except otherwise modified or amended by the mutual agreement of the parties, subject to compliance with the R.A. No. 9184 and contract review of the Office of the Government Corporate Counsel (OGCC).

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED by the PARTIES on 16 JAN 2024, at Pasay City, Philippines.

For CCP
By:


MICHELLE NIKKI M. JUNIA
President Ad Interim

For CONSULTANT
By:


AR. OSCAR R. RUIVIVAR
Managing Partner

Signed in the presence of:


TERESA S. RANCES
Department Manager III *u*
Administrative Services Department


ENRIQUE L. CORTES
Partner


REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION
 LAND TRANSPORTATION OFFICE
DRIVER'S LICENSE




Last Name First Name Middle Name
JUNIA, MICHELLE NIKKI MAGBUHAT

Nationality Sex Date of Birth Weight (kg) Height (m)
 PHL F 1979 05 30 55 1.50

Address
 10 MULAWIN ST PACITA - SAN PEDRO LAGUNA

License No. Expiration Date Agency Code
N03-94-157506 2032/05/30 1934

Blood Type Eyes Color
 O BROWN

DL Code Conditions
 B 01 B2 NONE

Signature of Driver: *Junia Magbuhat*
 Signature of Officer: *Edgar C. Salvante*
 Issued: Secretary

Mag

Mag

Mag



DL CODES
 01 - Motor Vehicle
 02 - Motor Vehicle with Passenger
 03 - Motor Vehicle with Passenger and Cargo
 04 - Motor Vehicle with Passenger and Cargo and Motorcycle
 05 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle
 06 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle and Rickshaw
 07 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle and Rickshaw and Motorcycle
 08 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle and Rickshaw and Motorcycle and Tricycle
 09 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle and Rickshaw and Motorcycle and Tricycle and Rickshaw
 10 - Motor Vehicle with Passenger and Cargo and Motorcycle and Tricycle and Rickshaw and Motorcycle and Tricycle and Rickshaw and Motorcycle

CONDITIONS
 01 - None
 02 - Color Blindness
 03 - Hearing Impairment
 04 - Vision Impairment
 05 - Physical Impairment
 06 - Mental Impairment
 07 - Other Impairment

License Number: **305856072**

EMERGENCY CONTACT
 NAME: _____
 ADDRESS: _____
 PHONE: _____

IN CASE OF EMERGENCY NOTIFY
 NEAREST RELATIVE OR FRIEND
 NAME: _____
 ADDRESS: _____
 PHONE: _____



ACKNOWLEDGEMENT

Republic of the Philippines)
City of QUEZON CITY, MM) s.s.

BEFORE ME, personally appeared:


Name	Identification Document	Expiry Date
AR. OSCAR R. RUIVIVAR	Passport No.: P8457481A	August 22, 2028

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

JAN 18 2024

SIGNED AND SEALED on _____ 2024 in QUEZON CITY, MM

Doc. No. 477 ;
Page No. 86 ;
Book No. 1-2 ;
Series of 2024


ATTY. ALEJO GARCIA SEDICO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 5572406D 1-3-24 QC
IBP NO. 391161 1-3-24 QC
ROLL NO. 36198
MCLE VII-0031066 4-14-2025
ADD: ALLEY 13 RD. 3, PROJECT 6, QC/
TIN ID NO. 141-415-007

