

# **CONTRACT FOR GENERAL CONSULTANT SERVICES**

## **Time-Based**

**Project Name:** North South Commuter Railway Extension (NSCR-EX) Project

**Loan Agreement No.:** PH-P270

**Contract No.:** NSCREX-01

between

Department of Transportation (DOTr)

and

GCR Consortium

The Joint Venture of  
Oriental Consultants Global Co., Ltd.  
Katahira & Engineers International  
Pacific Consultants Co., Ltd.  
Tonichi Engineering Consultants, Inc.  
Nippon Koei

In Association with  
DCCD Engineering Corporation  
Engineering and Development Corporation of the Philippines  
J.F. Cancio & Associates  
Oriental Consultants Philippines, Inc.  
Schema Konsult, Inc.  
TCGI Engineers

September 2019

# I. Form of Contract

## TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 02 day of the month of ~~August~~<sup>September</sup>, 2019, between, on the one hand, Department of Transportation (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Oriental Consultants Global Co., Ltd., Katahira & Engineers International, Pacific Consultants Co., Ltd., Tonichi Engineering Consultants, Inc., and Nippon Koei (hereinafter collectively called the "Consultant") in association with DCCD Engineering Corporation, Engineering and Development Corporation of the Philippines, J.F. Cancio & Associates, Oriental Consultants Philippines, Inc., Schema Konsult, Inc., and TCGI Engineers (hereinafter collectively called the "Sub-consultant(s)").

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated 21 January 2019 (hereinafter called the "Loan Agreement") between the Government of the Republic of the Philippines (hereinafter called the "Borrower"), represented by the Department of Finance, and Japan International Cooperation Agency (hereinafter called "JICA"), JICA has agreed to make a loan to the Borrower for the purpose of financing North-South Commuter Railway Extension (NSCR-EX) Project PH-P270 (hereinafter called the "Project");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Minutes of Contract Negotiation;
- (b) The Special Conditions of Contract (SCC);
- (c) The General Conditions of Contract (GCC);
- (d) The following Appendices:

Appendix A: Description of Services  
Appendix B: Reporting Requirements  
Appendix C: Expert Schedule



- Appendix D: Remuneration Cost Estimates
- Appendix E: Reimbursable Cost Estimates
- Appendix F: Summary of Cost Estimates
- Appendix G: Services, Facilities and Equipment to be provided by the Client
- Appendix H: Form of Advance Payments Security
- Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans
- Appendix J: Declaration Form as to the Eligibility of the Consulting Firm

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
  - (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed USD 159,841,500.00 and JPY 8,799,499,055.00 in foreign currency/currencies, and 11,650,408,867.00 in local currency. Except as otherwise agreed between the Client and the Consultant:
    - (i) Foreign currency payments to the Consultant hereunder will be made in Japanese Yen (JPY) and United States Dollar (USD);
    - (ii) Local currency payments to the Consultant hereunder will be made in Philippine Peso (PHP).
  - (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.




IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Department of Transportation

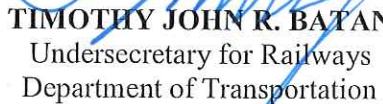
  
**ARTHUR P. TUGADE**  
Secretary




For and on behalf of the members of Consultant GCR Consortium


  
**AKIHIKO FUJIYOSHI**  
Deputy Director, Railway Engineering Dept. 2  
Oriental Consultants Global Co., Ltd.  
Authorized Representative


Signed in the Presence of:


  
**TIMOTHY JOHN R. BATAN**  
Undersecretary for Railways  
Department of Transportation

  
**CHELLASAMY MURUGABOOPATHI**  
General Manager (Overseas Business)  
Oriental Consultants Global Co., Ltd.  
Authorized Representative

  
**JUNN B. MAGNO**  
General Manager  
Philippine National Railways

  
**GARRY V. DE GUZMAN**  
Undersecretary for Finance  
Department of Transportation

  
**REINIER PAUL R. YEBRA**  
Undersecretary for Legal Affairs  
Department of Transportation

  
**GIOVANNI Z. LOPEZ**  
Assistant Secretary for Procurement  
Department of Transportation

**ACKNOWLEDGEMENT**

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

Before me, a Notary Public for and in the above name locality, \_\_\_\_\_ day of SEP 03 2019 personally appeared:

**ARTHUR P. TUGADE**  
Govt. issued ID. D0009192A  
Issued on 11 FEBRUARY 2017  
Issued at PHILIPPINES

**AKIHIKO FUJIYOSHI**  
Govt. issued ID. T21221505  
Issued on 25 JULY 2017  
Issued at JAPAN

Known to me and to me known 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 the entity they represent.

This contract consisting of Four (4) pages including this page on which this Acknowledgement is written, signed by the parties and their witnesses on each and every page thereof.

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

**NOTARY PUBLIC**

Doc No. 192 ;  
Page No. 90 ;  
Book No. I ;  
Series No. 2019

  
**ATTY. DAVID LAWRENZ OLIVER J. SAMONTE**  
Notary Public for Quezon City  
Valid until 12-31-20 under A.M. No. NP-193  
IBP No. AR 46549147; 01-04-19; Q.C.  
PTR No. 7324224; 01-04-19; Q.C.  
Roll No. 69341; TIN No. 421-484-083  
MCLE Compliance No. VI-0013083; until 04-14-22  
Suite 305 MJB Bldg., 220 T. Morato Ave., Q. C.; 921-0328