

MEMORANDUM OF AGREEMENT

This Consultancy Agreement is made and entered into this 13 APR 2018 by and between:

NATIONAL PRINTING OFFICE (NPO), a government agency created by virtue of Executive Order No. 285, series of 1987, with principal and business address at EDSA corner NPO Road, Diliman, Quezon City, represented in this Act by **Francisco V. Vales, Jr.**, in his official capacity as Director IV, hereinafter referred to as NPO;

And

ICON 3D SUSTAINABLE DESIGN AND BIM CONSULTING CORP., a private company duly organized and existing by virtue of laws of the Republic of the Philippines, with principal office and business address at Blk. 1, Lot 1 Don Primitivo St., Don Antonio Heights, Brgy. Holy Spirit, Quezon City, represented in this Act by **Zebonezza Fida A. Hussain**, Vice-President, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the NPO through its Bids and Awards Committee (BAC) conducted a Small Value Procurement under Sec. 53.9 of R.A. 9184 for 1 Lot Engineering and Interior Design Consulting Services for Renovation of Finance and Management Division Area to accommodate the transfer of Director' Office and Renovation and transformation of Director's Office at 3rd Floor to Official Gazette Library and Working Area on March 9, 2018;

WHEREAS, after furnishing four (4) Request for Quotations to known qualified contractors, ICON 3D SUSTAINABLE DESIGN AND BIM CONSULTING CORP. was awarded with the contract pursuant to Notice of Award dated March 14, 2018.

NOW, THEREFORE, the Parties (National Printing Office and ICON 3D Sustainable Design and Bim Consulting Corp.) hereby agree as follows:

1. Engagement and Services

- (a) Engagement. The NPO hereby engages the Contractor to provide and perform the services set forth in **Annex "A"** attached hereto (the "**Services/Scope of Work**"), and the Contractor hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Contractor shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Contractor with the background and experience that Contractor has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonable required in order to permit the Contractor to perform the Services.

- (c) Tools, Instruments and Equipment. Contractor shall provide Contractor's own tools, instruments and equipment and place of performing Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Contractor represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Contract Period

- (a) Duration.

This Agreement shall take effect from April 15, 2018 to June 15, 2018, unless terminated earlier.

- (b) Termination.

This agreement may be terminated for any reason/s any time provided a written notice is given to the other party.

- (c) Effect of Termination.

Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consideration of Payment

- (a) In consideration of the Services to be rendered hereunder, the NPO shall pay the Contractor a Consultancy Fee of **Four Hundred Thousand Pesos Only (Php 400,000.00).**
- (b) Payment shall be made after the complete inspection and acceptance of deliverables by NPO.

4. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

5. Non-Publicity

Each Party agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:

- (i) to its advisors, attorneys or auditors who have a need to know such information,
- (ii) as required by law or court order;
- (iii) as required in connection with the organization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all its properties or assets, or
- (iv) as may be required in connection with the enforcement of this Agreement.

6. Assignment

The Services to be performed by Contractor hereunder are personal in nature, and NPO has engaged Contractor as a result of Contractor's expertise relating to such Services. Contractor, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the NPO's prior written consent. Nothing in this Agreement shall prevent the assignment by the NPO of this Agreement or any right, duty or obligation hereunder to any third party.

7. Liquidated Damages

Contractor shall pay Liquidated Damages to NPO one tenth (1/10) of one percent (1%) per day of delay, subject to a maximum of ten percent (10%) of the Contract Price.

8. Governing Law and Dispute Resolution

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver on any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provisions of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

FRANCISCO V. VALES, JR.
Director IV

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Memorandum of Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation in accordance with the rules under the Revised IRR of Republic Act no. 9184.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

NATIONAL PRINTING OFFICE

By:

FRANCISCO V. VALES, JR.
Director IV

ICON 3D SUSTAINABLE & BIM CONSULTING CORP.

By:

ZEBONEZZA FIDA A. HUSSAIN
Vice-President

SIGNED IN THE PRESENCE OF:

KATRINA HUMANA O

ACKNOWLEDGEMENT

Republic of the Philippines)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in QUEZON CITY, this 13 APR 2018, personally came and appeared:

Name:

I.D. Issued by the Government:

Francisco V. Vales, Jr.

Zebonezza Fida A. Hussain

TIN NO. 302742465

known to me and to me known to be the same persons who executed the foregoing and they acknowledged to me that the same is their free and voluntary act and deed. This Instrument relates this Consultancy Agreement and consist of four (4) pages including this page on which this acknowledgement is written and signed by the parties and their witnesses on each and every page in the left margin and sealed with my notarial sea.

IN WITNESS WHEREOF, I have hereunto set my hand on the 13 APR 2018 at QUEZON CITY, Philippines.

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Book No. XXVI
Series of 2018

ATTY. JAY T. BORRAMEO
Notary Public
Valid until Dec. 31, 2018
IBP No. 020412 / 01-05-2018 / IBP, Pasig City
PTR No. 5520401 / 01-03-2018 / Q.C.
Roll No. 49649 / TIN-158-545-287
Adm. Matter No. NP-008(2017-2018)
MCLE Compliance No. V-0020377 / 04-29-2019
Valid until 04-14-2019
Add.: Police Clearance Sec., QCPD
Q.C. Hall, Quezon City



Republic of the Philippines
Presidential Communications Operations Office

National Printing Office

EDSA corner National Printing Office Road
Diliman, Quezon City
www.nationalprintingoffice.com

"ANNEX A"

1 Lot Engineering & Interior Design Consulting Services for:

Renovation of Finance & Management Division Area to accommodate the transfer of Director's Office & Renovation of Director's Office at 3rd floor and transform into Official Gazette Library and Working Area

I - SCOPE OF WORK

A. DESIGN CONSULTANCY

a) Architectural-Interior Design

1. Preparation of Schematic Design Studies leading to a recommended solution;
2. Prescribe interior design finishes appropriate for different activities and spaces and prepare furniture and furnishing layout.
3. Prepare Architecture Interior Working Drawings such as Plans, Elevations, Design Drawings/Construction details and Technical Specifications.
4. Check and approve samples of materials and shop drawings of furniture, furnishings, fixtures and décor items.

b) Mechanical Engineering Design (Mechanical Ventilation and Air-conditioning System)

1. Thermal load calculation
2. Full MEPF design from Concept to Construction drawings. Life Cycle Analysis and CFD modelling during the Concept Design Phase. Fluid Dynamics or CFD shall take place to analyze the fluid motion in micro level. And use to assess / optimization VAC systems in terms of the ventilation effectiveness, and thermal comfort.
3. Mechanical Engineering System Design Technical Documentation including Technical Specifications.
4. Mechanical Systems Bill of Quantities.

c) Electrical Engineering Design (Lighting, Power and Auxiliary Systems)

1. Electrical load calculation
2. Lighting Design including illumination calculation using DIALUX.
3. Load Analysis of Plant Area, Service Corridors and Riser Planning, Detailed Load Calculations and Schedules, Existing Transformer and Building Generator Assessment, LV Cable Sizing, Short Circuit Calculations, Voltage Drop Calculations, Protection Sizing, Protection Coordination, Conduit and Cable Tray
4. Electrical Engineering System Design Technical Documentation.
5. Electrical Systems bill of Quantities.

d) Fire Protection Engineering Design (Sprinkler System Design)

1. Fire Protection System Design Calculation (Sprinkler System)
2. Fire Suppression System Design Calculation (FM200)
3. Fire Protection Engineering System Design Technical Documentation.
4. Fire Protection Systems Bill of Quantities.

e) Sanitary Engineering Design (Domestic Water Supply and Drainage System)

1. Water System Design Calculation
2. Drainage System Design Calculation
3. Condensate Drainage Design Calculation

FRANCISCO V. VALES, JR.
Director IV

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925-2197 (Sales) • 925-2190 (Information) - Direct Lines
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4. Sanitary System Design Technical Documentation.
5. Sanitary Systems Bill of Quantities.

f) The design / study shall be divided into three (3) phases which covers the following:

1. **Phase 1: Schematic Design Stage**

This phase aims to develop conceptual Architectural/Interior Design and Engineering intervention for this project. The Client is to choose which among the options presented is acceptable on their part in order to proceed to the next phase.

2. **Phase 2: Detailed Engineering Design**

Technical Evaluation – corresponding descriptions, technologies, advantages and disadvantages of each option shall be presented;

Initial Cost Estimation – budgetary and construction cost estimate per option; and,

Design Analysis – analysis of Existing Structure, Lighting, Ventilation and Air Conditioning System

Preparation of Final Report and Final Presentation – a single final report and a corresponding presentation will be prepared such that the descriptions, technologies, advantages, and disadvantages, of each of the three conceptual engineering interventions will be discussed.

3. **Phase 3: Tender Design Documentation**

With the option chosen by the Client, detailed Architectural/Interior and engineering activities will be done which include the following:

Detailed Plans / Drawings – this shall include the details of the necessary structures and engineering interventions;

Technical Specifications – this shall include the set of requirements to be met by the products/materials and design that shall form the project; and,

Quantity Survey – budgetary and construction cost estimates based on the prepared detailed engineering design.

FRANCISCO V. VALES, JR.
Director IV

II APPROVED BUDGET COST – P400,000.00