

Republic of the Philippines  
**PHILIPPINE PORTS AUTHORITY**  
PPA Building, Bonifacio Drive, South Harbor,  
Port Area, Manila

**CONTRACT**  
**FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY**  
**STUDY FOR THE PROPOSED PANGUIL-PAGADIAN WATERWAY PROJECT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this 17<sup>th</sup> day of March 2018, in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY**, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "**PPA**":

-and -

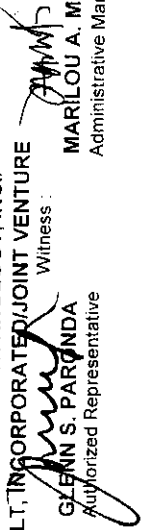
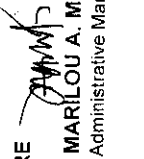
**SCIENCE & VISION FOR TECHNOLOGY, INC. (TIN NO. 204-557-465-00)/SYCONSULT, INCORPORATED (TIN NO. 230-062-948-000)/JOINT VENTURE**, private corporations duly organized and existing in accordance with Philippine laws, with business and postal address at Unit 4 Building E, 8481 West Service Road, Km. 14, South Superhighway, Merville, Parañaque City, represented herein by its duly Authorized Representative, **GLENN S. PARONDA**, as evidenced by Joint Venture Agreement dated 05 December 2017, a copy of which is hereto attached and made an integral part hereof as Annex "A", and hereinafter referred to as "**CONSULTANT**."

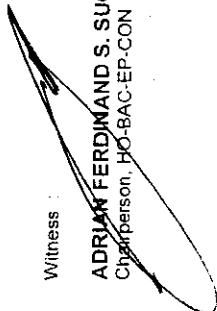
**WITNESSETH:**


WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations, PPA advertised and published in a newspaper of general nationwide circulation and posted in the PPA Website, PhilGEPS as well as in its bulletin board, a Request for Expression of Interest for the Consultancy Services for the Conduct of Feasibility Study for the Proposed Panguil-Pagadian Waterway Project;

WHEREAS, only the CONSULTANT submitted its bids for the foregoing consultancy project;

WHEREAS, after the opening of the Technical and Financial Proposals on 04 and 11 January 2018, respectively, and the conduct of bid evaluation and required post qualification the bid of the CONSULTANTS was found to be the Single Rated and Responsive Bid in the amount of **THIRTY SEVEN MILLION SEVEN HUNDRED NINETY THOUSAND SIX HUNDRED FORTY PESOS (P37,790,640.00)**, Philippine Currency, inclusive of taxes;

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INCORPORATED/JOINT VENTURE  
BY:   
Witness:   
**MARILOU A. MONTANO**  
Administrative Manager

Witness:   
**ADRIAN FERDINAND S. SUGAY**  
Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
BY:   
**JAY DANIEL R. SANTIAGO**  
General Manager

WHEREAS, pursuant to the Bids and Awards Committee (BAC) Head Office-Engineering Projects-Consultancy Resolution No. CON 005-2018, Series of 2018, award of contract was made to the CONSULTANT in a Notice of Award dated 30 January 2018, in the amount of **THIRTY SEVEN MILLION SEVEN HUNDRED NINETY THOUSAND SIX HUNDRED FORTY PESOS (P37,790,640.00)**, inclusive of taxes, after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the CONSULTANT duly accepted the award by signing its "Conforme" on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the CONSULTANT have agreed, as they do hereby agree and contract as follows:

ARTICLE I

CONTRACT DOCUMENTS

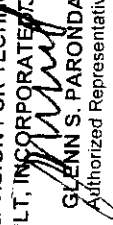
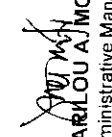
1.01 The following documents shall constitute integral part of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreements in writing of both parties, to wit:

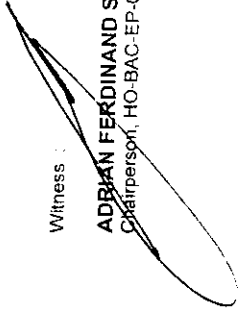
- a) Contract Agreement
- b) Eligibility Documents/Bidding Documents
- c) Winning Bidder's Bid, including the Technical and Financial Proposals and all other documents/statements submitted
- d) Performance Security
- e) Notice of Award of Contract
- f) Other contract documents
  - 1) Certificate of Availability of Funds
  - 2) Abstract of Bids
  - 3) Resolution of Award
  - 4) Tax Clearance
  - 5) Latest Income and Business Tax Returns
  - 6) Certificate of PhilGEPS Registration


1.02 All contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

1.04 In case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the provisions of this Contract shall prevail.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INCORPORATED JOINT VENTURE  
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Authorized Representative  
Witness :   
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Administrative Manager

Witness :   
ADRIAN FERDINAND S. SUGAY  
Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
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JAY DANIEL R. SANTIAGO  
General Manager

## ARTICLE II

## SERVICES

2.01 **SCOPE OF SERVICES** – This Contract covers the Consultancy Services for the Conduct of Feasibility Study for the Proposed Panguil-Pagadian Waterway Project. For this purpose the CONSULTANT shall render all the required and necessary services to achieve the objective of the study in accordance with internationally accepted standards. The Scope of Services (Preparation of Feasibility Study), to be undertaken by the Consultant shall include but shall not be limited to the following:

2.01.1 **SURVEY/RESEARCHES AND PROJECTION**

1. Based on the map of Mindanao, the Consultants shall define the possible routes of the proposed waterways and the location of the soil borings. Each possible route shall indicate their direction, orientation and length and distances between soil borings. An Inception Report containing these possible routes and location of soil borings shall be submitted to PPA for evaluation.
2. Upon evaluation of the possible routes by PPA, the consultants shall undertake the hydrographic and topographic surveys of the selected routes.
3. The Consultant shall undertake soil investigation to obtain soil samples for testing and examination.
4. The Consultant shall evaluate the oceanographic conditions of the Panguil and Pagadian Bays that may affect the waterway.
5. The Consultant shall undertake a research and examination of the PPA raw/basic data to determine the origin and destination of vessels calling at the Port of Davao, Port of General Santos and Port of Cotabato. Those vessels that will possibly use the proposed waterway shall be segregated. The research shall cover at least the last five (5) years raw data and will also define the particulars of these vessels such as the Length Overall (LOA), beam and draft to include their normal speed.
6. Based on the results of the research and examination, the Consultant shall undertake a projection of the vessels that will be using the waterway. The projection shall be on a yearly basis for a period of 25 years.
7. The Consultant shall prepare the Interim Report to cover all the basic data, analyses involved and the results to include the concepts and criteria used in the analyses for all the services undertaken, for review, evaluation and acceptance of PPA.

2.01.2 **PROPOSED DEVELOPMENT**

1. Upon acceptance of the Interim Report by PPA, the Consultant shall proceed to the formulation of the proposed waterway plan.
2. The Consultant shall determine the width of the waterway, the depth of waterway below MLLW and the slope on the sides of the waterway.

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3. If there are elevated areas along the sides of the waterway, like hills or mountains, the Consultant shall define the slopes of these elevated areas.
4. The Consultant shall prepare the preliminary design criteria.
5. The Consultant shall identify the specific works to be undertaken, their quantities and determine the costs to undertake the proposed project to include any yearly operating costs/expenses.
6. The Consultant shall prepare the proposed development plan for the Panguil-Pagadian Port Waterway Project.

**2.01.3 ECONOMIC EVALUATION**

1. The Consultant shall define the concepts and criteria to be used in the economic evaluation of the proposed project.
2. The Consultant shall identify and quantify the economic costs and economic benefits.
3. The Consultant shall undertake the economic evaluation of the proposed project to determine whether or not it is feasible.
4. On the basis of the results of the economic evaluation, the Consultant shall recommend whether or not the project shall proceed to the next stage of the Study.

**2.01.4 FINANCIAL EVALUATION**


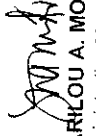
1. If the project is economically feasible, hence should be pursued, the Consultant shall determine the fee to be imposed per vessel for using the waterway.
2. The fee shall be based on an Internal Rate of Return (IRR) of 12% under two (2) categories:

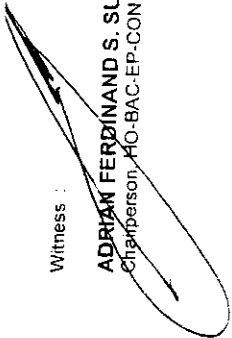
Category 1 - The costs to consider shall be limited only to the yearly operating costs/expenses.


Category 2 - The consts to consider shall be both the investment costs costs and the yearly operating costs/expenses.

**2.01.5 DRAFT FINAL REPORT AND FINAL REPORT**

1. The Consultant shall prepare the Draft Final Report to cover all the basic data, analyses involved and the results to include the concepts and criteria used in the analyses for all the services render under Section 3.1 in the Preparation of the Feasibility Study. The Consultant shall prepare the Final Report taking into consideration the comments of PPA within 30 days upon receipt of the acceptance of the Draft Final Report by PPA.

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### 2.01.6 INITIAL ENVIRONMENTAL EXAMINATION

1. The Consultant shall undertake the Initial Environmental Examination on the impact of the proposed project during construction and when in operation already to the project location.
2. The results of such examination shall be included in the Draft Final Report.

### REQUIRED EXPERTISE, REPORTS AND COST PROPOSALS

The proposed consulting services shall be carried out by experienced consultants with the following minimum specialization, as required in this study:

1. Team Leader
2. Deputy Team Leader – Port Planner
3. Transport Economist/Traffic Specialist
4. Cost Engineer
5. Financial Analyst
6. Civil/Structural Engineer
7. Geodetic Engineer/Survey Expert
8. Geotechnical Engineer/Geologist
9. Environmental Specialist
10. Electro/Mechanical Engineer
11. Road/Highway Engineer
12. Bridge Engineer
13. Navigational/Hydrographic Survey Specialist
14. Economist
15. Irrigation/Canal Engineer
16. Resettlement Framework Specialist

The above personnel shall have a Bachelor's degree (or equivalent) as a minimum qualification and five (5) years' relevant experience as a minimum. All of the Consultant's personnel assigned and committed to the Study are expected to be physically fit. Any key staff or support staff may be called upon to report to the PPA Project Manager and assist the PPA staff in project development activities during the period of the Study.

### REPORTS

1. The Inception Report shall be submitted within one (1) month from the start of the Services.
2. The Interim Report shall be submitted within three (3) months from the start of the services.
3. The Draft Final Report shall be submitted within three (3) months from the PPA acceptance of the Interim Report.
4. The Final report shall be submitted within 15 days from the PPA acceptance of the Draft Final Report.

In addition to paper-printed copies, the Consultant shall submit the following in electronic media (floppy disks, zip disks, CD-R disks and/or CD-RW disks) in a format and form replicating the paper-print copies.

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Administrative Manager

WITNESS :  
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2.02 **Standard of Services** - The CONSULTANT shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The CONSULTANT shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PPA and shall at all times support and safeguard the PPA's legitimate interests in any dealings with the Sub-Consultants or third parties.

The CONSULTANT shall furnish the PPA such information related to the Services as the PPA may from time to time reasonably request.

The CONSULTANT shall at all times cooperate and coordinate with the PPA with respect to the carrying out of its obligations under this Contract.

2.03 **Estimated Man-Months** - Notwithstanding any contrary provisions herein, the parties hereto agree that the CONSULTANT shall perform the Services in accordance with the Approach, Work Plan and Schedule and for the performance of its obligation under this Contract, it shall make available man-months of service for the different classes of Personnel. Unless otherwise agreed upon by the parties hereto, in no event CONSULTANT shall have obligations to render the services in excess of the said man-months of services. It is, however, agreed that PPA may, from time to time, assign other works under this Contract for due performance by CONSULTANT which have been determined by PPA to be critical for the satisfactory completion of the services. In connection with this Contract, a man-month of services is defined as services of period of time equivalent to one (1) calendar month based on the person rendering or performing such services for 176 working hours per month on the average.


### ARTICLE III

#### PERSONNEL

3.01 **Staff** - The services shall be carried out by the following Personnel of the CONSULTANT, viz:


- |                            |                                                     |
|----------------------------|-----------------------------------------------------|
| 1. TOMAS C. QUINTOS, JR.   | Project Manager/Economist                           |
| 2. ENRICO ALI G. LACHICA   | Deputy Team Leader/Port Structural Engineer/Planner |
| 3. RICHES S. BACERO        | Transport Economist/Traffic Specialist              |
| 4. VAN A. DAYAG            | Geodetic Engineer/Survey Expert                     |
| 5. JOSE S. REBOTE, JR.     | Civil Engineer/Structural Engineer                  |
| 6. ELIGIO D. ESTABILLO     | Geotechnical Engineer/Geologist                     |
| 7. GERARDO M. DE VERA, JR. | Cost Engineer                                       |
| 8. EMIL T. VERGARA         | Electro/Mechanical Engineer                         |
| 9. CHRISTINE B. MARIANO    | Financial Analyst                                   |
| 10. GERONIMO C. GARCIA     | Environmental Specialist                            |
| 11. RUSTICO R. SUBARDIAGA  | Bridge Engineer                                     |
| 12. ROSALINDA UY-ABENDAN   | Irrigation/Canal Engineer                           |
| 13. AQUILINA D. MENDOZA    | Resettlement Framework Specialist                   |
| 14. HONORIO A. UNTALAN     | Navigational/Hydrographic Survey Specialist         |
| 15. HECTOR M. USON         | Road/Highway Engineer                               |

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Administrative Manager

Witness:

  
ADRIAN FERDINAND S. SUGAY  
Chairperson, HO-BAC-EP-CON

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JAY DANIEL R. SANTIAGO  
General Manager

The CONSULTANT may, with the prior approval of PPA, make adjustments in such periods as may be appropriate to ensure the efficient performance of the services, provided that such adjustment will not cause payments made under the contract to exceed the cost referred to in Section 4.01 hereof.

3.02 **Replacement of Personnel** - There should be no replacement of key personnel before the awarding of contract, except for justifiable reason, such as, illness, death or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. The procuring entity shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions as prescribed in the bidding documents.

Further, in case of replacement, CONSULTANT shall, upon prior approval of and without cost to PPA, undertake to provide suitable personnel of equivalent or better qualifications acceptable to PPA whose remuneration shall not exceed that which is being received by the one he has replaced. In like manner, it shall replace any of its staff who is found by PPA to be unqualified, incompetent or otherwise undesirable. The CONSULTANT shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement of personnel.

3.03 **Team Leader** - The CONSULTANT shall ensure that at all times during performance of the services, a Resident Project Manager acceptable to PPA shall take charge of the performance of such services and be responsible for liaison between the CONSULTANT and the PPA.

ARTICLE IV



PAYMENT TO CONSULTANT


4.01 **Cost Estimates** - The summary of costs of the Services is **THIRTY SEVEN MILLION SEVEN HUNDRED NINETY THOUSAND SIX HUNDRED FORTY PESOS (P37,790,640.00)**, inclusive of taxes,

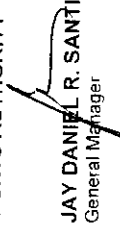
4.02 **Ceiling Amount** - Except as may otherwise be agreed upon by the parties and subject to Section 4.03 and notwithstanding any other provisions of this Contract, payments for the Professional Fees, Reimbursable and Miscellaneous Expenses under this Contract shall not exceed the amount of **THIRTY SEVEN MILLION SEVEN HUNDRED NINETY THOUSAND SIX HUNDRED FORTY PESOS (P37,790,640.00)**, Philippine currency, inclusive of taxes.

4.03 **Support Services and Facilities** - The amounts provided for in Section 4.02 have been fixed on the understanding that PPA will make available free of charge to the CONSULTANT the support services and facilities mentioned in Section 5.01 hereof. If any such support services and facilities are not made available to the CONSULTANT, the parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the CONSULTANT for the performance of the services;
- (b) the manner in which the CONSULTANT shall procure any such services and facilities from other source; and

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 Authorized Representative  
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Witness :  **ADRIANT FERDINAND S. SUGAY**  
 Chairperson, HO-BAC-EP-CON

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 General Manager

- (c) the additional payment, if any, to be made to the CONSULTANT as a result thereof which should be within the contract ceiling amount as specified in Section 4.02 hereof.

4.04 **Payment to the CONSULTANT** - The PPA shall pay or reimburse to the CONSULTANT for the expenditures incurred in respect of the Services but subject to the ceiling amount specified in Section 4.02. The CONSULTANT provides that all expenses incurred shall be supported by the appropriate receipts (as applicable) and shall not exceed the ceiling amount as stated. Any extension of contract time for any reason whatsoever shall not involve additional cost on the part of PPA.

4.05 **Method of Payment** - Billing and payment of the services shall be made as follows:

4.05.1 Within thirty (30) calendar days after giving Notice to Proceed, the PPA shall pay the CONSULTANT the amount of **FIVE MILLION SIX HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED NINETY SIX PESOS (P5,668,596.00)**, Philippine Currency, to cover the cost of mobilization. The advance payment shall be made only upon the submission to and acceptance by PPA of an irrevocable stand-by letter of credit of equivalent value from a reputable commercial bank. The advance payment shall be recouped by the PPA by automatically deducting the same from the CONSULTANT's first five (5) monthly progress payments in accordance with the following schedule;

**ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETEEN AND 20/100 PESOS (P1,133,719.20)** to be deducted from the first monthly progress payment;

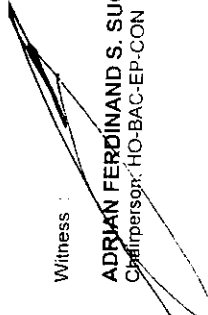
**ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETEEN AND 20/100 PESOS (P1,133,719.20)** to be deducted from the second monthly progress payment;

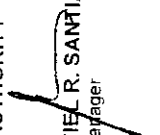
**ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETEEN AND 20/100 PESOS (P1,133,719.20)** to be deducted from the third monthly progress payment;

**ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETEEN AND 20/100 PESOS (P1,133,719.20)** to be deducted from the fourth monthly progress payment;

**ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETEEN AND 20/100 PESOS (P1,133,719.20)** to be deducted from the fifth monthly progress payment.

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4.05.2 As soon as practicable and not later than fifteen (15) days from the end of each calendar month during the period of the Services, the CONSULTANT shall submit to the PPA, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

4.05.3 The PPA shall cause the payment of the CONSULTANT's monthly statements within sixty (60) days after the receipt by the PPA of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the CONSULTANT, the PPA may add or subtract the difference from any subsequent payments. No interest shall be paid for delayed payments.

4.05.4 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the CONSULTANT and approved as satisfactory by the PPA. The Services shall be deemed completed and finally accepted by the PPA and the final report and final statement shall be deemed approved by the PPA as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the PPA unless the PPA, within such ninety-day period, gives written notice to the CONSULTANT specifying in detail deficiencies in the Services, the final report or final statement. The CONSULTANT shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

4.05.5 Any amount which the PPA has paid or caused to be paid in accordance with this Section in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the CONSULTANT to the PPA within thirty (30) days after receipt by the CONSULTANT of notice thereof. Any such claim by the PPA for reimbursement must be made within twelve (12) calendar months after receipt by the PPA of a final report and a final statement approved by the PPA in accordance with the above.


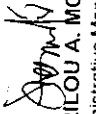
ARTICLE V

OBLIGATIONS OF THE PPA

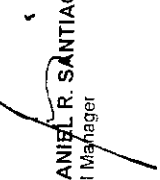
5.01 Support Services and Facilities

5.01.1 The PPA shall provide the following:

- a) All previous studies, available reports, documents, drawings, maps, photographs, statistics and other information related to the project as needed. However, the Consultant is still responsible for the accuracy and adequacy of all data;

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Witness:  ADRIAN FERDINAND S. SUGAY  
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 General Manager

- b) Counterpart staff headed by a Project Manager. The counterpart staff, if provided, shall remain employees of PPA.

5.02 **Access to Land and Property** - PPA warrants that the CONSULTANT shall have, free of charge, unimpeded access to all lands required for the effective performance and execution of the Services. The CONSULTANT shall be responsible for any damage to such land or any property thereon caused by the negligence or fault of its employees, staff, agents or representatives.

ARTICLE VI

**OBLIGATIONS OF THE CONSULTANT**

6.01 **Responsibilities of CONSULTANT** -

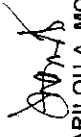
6.01.1 Generally, but without limiting CONSULTANT's responsibilities elsewhere stated under this Contract, it shall:

- a) Carry out the services in accordance with generally accepted professional techniques, theories and practices therefor to ensure that the final works will provide the most economical and feasible development for the Project.
- b) Accept full responsibility for the consulting services to be performed under this Contract for which the CONSULTANT is liable to the PPA.
- c) Perform the work in an efficient and diligent manner and shall use its best effort to keep reimbursable costs down to the possible minimum without impairing the quality of the Services rendered.
- d) Comply with, and strictly observe any laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other laws.

6.02 **Records** - The CONSULTANT shall:

- 6.02.1 Keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principle and in such form and detail as shall clearly identify all relevant time changes and cost, and the bases thereof.
- 6.02.2 Permit PPA or its duly authorized representative from time to time to inspect its records and accounts and make copies thereof as well as have them audited by auditors appointed by PPA.

6.03 **Information and Progress Reports** - The CONSULTANT shall furnish the PPA monthly progress report and any such information relative to the Services and the Project as the PPA may from time to time reasonably request.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
 SYCONSULT, INCORPORATED/JOINT VENTURE  
 BY :   
 Witness :  
 MARILOU A. MONTANO  
 Administrative Manager

GLENN S. PAKONDA  
 Authorized Representative

Witness :  
 ADRIAN FERDINAND S. SUGAY  
 Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
 BY :   
 JAY DANIEL R. SANTIAGO  
 General Manager

6.04 **Sub-Contract** - The CONSULTANT may subcontract work relating to Services to an extent and with such specialist and entities as may be approved in advance by PPA and shall submit to PPA for prior approval the text of any proposed subcontract and any amendment thereto which may subsequently be proposed. Notwithstanding such approval, the CONSULTANT shall, as provided in this Contract, retain full responsibility for the Services and for the Contents of all Reports required hereunder. In the event that any subcontractor is found by PPA to be incompetent or incapable of discharging assigned duties, PPA may request the CONSULTANT to provide a replacement with qualifications and experience acceptable to PPA, or to resume the performance of the Services itself.

6.05 **Prohibition on Association/Conflicting Activities** - The CONSULTANT agrees that during the term of this Contract and after its termination, the CONSULTANT and any entity affiliated with the CONSULTANT as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

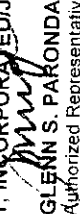
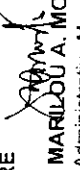
The CONSULTANT shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, if any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Philippines which would conflict with the activities assigned to them under this Contract; and
- (b) for a period of two (2) years after the expiration of this Contract, the CONSULTANT shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which they advised the PPA under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The CONSULTANT also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.


6.06 **Confidentiality** - Except with the prior consent of the PPA, the CONSULTANT and its Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the CONSULTANT and its Personnel make public the recommendations formulated in the course of, or as a result of the Services. For purposes of this Section, "confidential information" means any information or knowledge acquired by the CONSULTANT and/or its Personnel arising out of, or in connection with the performance of the Services under this Contract that is not otherwise available to the public.

6.07 **Independent Contractor** - Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the PPA and the CONSULTANT. The CONSULTANT, subject to this Contract, has complete charge of its Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

The CONSULTANT shall, during the performance of the Services, be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
 SYCONSULT, INCORPORATED JOINT VENTURE  
 BY:  GLENN S. PARONDA  
 Witness:  MARILOU A. MONTANO  
 Administrative Manager  
 Authorized Representative

Witness:  ADRIAN FERDINAND S. SUGAY  
 Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
 BY:  JAY DANIEL R. SANTIAGO  
 General Manager

6.08 **Indemnifications** - The CONSULTANT holds the PPA free and harmless from any and all liabilities, suits, actions, demands, or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by its staff and personnel incident to or in connection with the services under this Contract.

The CONSULTANT agrees to indemnify, protect and defend at its own expense the PPA and its agent from and against all actions, claims, and liabilities arising out of acts done by the CONSULTANT or its Staff in the performance of the services including but not limited to the use or violation of any copyrighted materials, patented invention, article or appliance.

6.09 **Taxes** - Any and all taxes, fees, dues or charges of whatever form, kind or nature in connection with or arising out of this Contract or from the execution and performance of the obligations hereunder shall be borne exclusively by the CONSULTANT.

6.10 **Responsibility** - SCIENCE & VISION FOR TECHNOLOGY, INC./SYCONSULT, INC./JV shall be responsible to PPA for the performance of the services and in all obligations and responsibilities of the CONSULTANT under the Contract. SCIENCE & VISION FOR TECHNOLOGY, INC./SYCONSULT, INC./JV shall receive and maintain all the necessary communications and contracts with the PPA for the proper performance of the Services.

ARTICLE VII

GENERAL CONDITIONS

7.01 **Laws of the Republic of the Philippines** - The proper law of this Contract shall be the laws of the Government of the Republic of the Philippines. The CONSULTANT and the Staff as well as the Sub-Consultant/Contractor, if any, will conform to all applicable laws of the same and will take prompt corrective action with regard to any violation called to their attention.

7.02 **Proprietary Rights of the PPA** -

7.02.1 **On Documents, Software and Computer Programs** - All plans, drawings, specifications, designs, reports, other documents and software prepared by the CONSULTANT for PPA under this Contract, shall become and remain the property of PPA and the CONSULTANT shall, prior to termination or expiration of this Contract, deliver all such documents, reports, software, etc. to PPA, together with a detailed inventory thereof.

All computer programs developed by the CONSULTANT under this Contract shall be the sole and exclusive property of PPA, provided, however, that the CONSULTANT may use such program for its own use with prior written approval of PPA. If license agreement is necessary or appropriate between the CONSULTANT and third parties for purpose of development of any such computer programs, the CONSULTANT shall obtain the PPA's prior written approval to such agreement. In such cases, PPA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INC./INCORPORATED JOINT VENTURE  
BY :  
Witness :  
MARIELOU A. MONTANO  
Administrative Manager  
GLEAN S. PARONDA  
Authorized Representative

Witness :  
ADRIAN FERDINAND S. SUGAY  
Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
BY :  
JAY DANIEL R. SANTIAGO  
General Manager

It is also agreed and understood that all rights, title and interest in and to the deliverables and other reports/works that the CONSULTANT may develop and supply in connection with this Contract, including but not limited to patent, copyright, trade-mark and other intellectual property rights shall be exclusively owned by and belong to PPA.

7.02.2 **On Equipment and Materials** - Equipment and Materials made available to the CONSULTANT by PPA, or purchased by the CONSULTANT with funds provided by PPA shall be the property of the PPA and shall be marked accordingly. Upon termination or expiration of this Contract, the CONSULTANT shall make available to PPA an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with PPA instruction. While in possession of such equipment and materials, the CONSULTANT, unless otherwise instructed by PPA in writing, shall insure it at the expense of PPA in an amount equal to their full replacement value.

7.03 **Control and Approval of the PPA** - The PPA General Manager will designate in writing an official who shall supervise the project and shall be the authorized representative of PPA with regard to communications and/or approval in all matters relating to the Services under this Contract. CONSULTANT shall, in advance, consult and secure approval of the PPA General Manager or his designated official or officials before acting upon important decisions and procedures.

7.04 **Insurance** -

7.04.1 The CONSULTANT, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

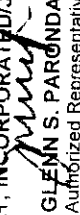
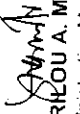
7.04.2 The PPA undertakes no responsibility in respect of any life, health, accident, travel and any other insurance coverage for the CONSULTANT personnel or for the dependent of any such personnel.

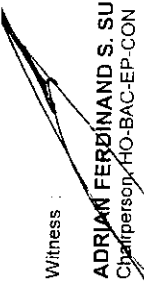
7.05 **Changes** - The PPA may at any time, by written notice to CONSULTANT issue additional instructions, require extra work or services, changes or alternations in the work, or direct the omissions of work of Services covered by this Contract. CONSULTANT shall not make any additional changes, alterations and omissions except upon the prior written approval of the PPA.


The PPA may cause the CONSULTANT to terminate the services of some or all of the Personnel if the services of said Personnel are considered no longer necessary. The Notice of Termination however shall not be less than Fifteen (15) calendar days prior to the effective date of termination.

7.06 **Completion Time** - The CONSULTANT shall perform and complete the Services subject of this Contract within a period of **SEVEN (7)** calendar months to be reckoned from the commencement date mentioned in Section 9.02 hereof.

7.07 **Performance Security** - To guarantee the faithful performance of the CONSULTANT of its obligations under this Contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract, in an amount equal to a percentage of the total contract price in accordance with the following schedule:

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INCORPORATED/JOINT VENTURE  
BY:  WITNESS  
GLENN S. PARONDA  
Authorized Representative  
  
MARICOU A. MONTANO  
Administrative Manager

Witness:  
  
ADRIAN FERDINAND S. SUGAY  
Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
BY:   
JAY DANIEL R. SANTIAGO  
General Manager

- (a) Irrevocable letter of credit issued by a Universal or Commercial Bank - Five percent (5%) of the Total Contract Price
- (b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - Thirty percent (30%) of the Total Contract Price

The performance security shall be denominated in Philippine Pesos and posted in favor of the procuring entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract. It shall remain valid until the issuance by the procuring entity of the Certificate of Completion.

**7.08 Liquidated Damages** - If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in this Contract, the PPA shall without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the maximum is reached, the PPA may consider termination of this Contract pursuant to Section 8.06 hereof.

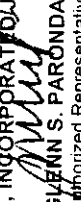
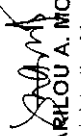
**7.09 Notice of Delay** - In the event that the CONSULTANT encounters delay in obtaining the required support services and facilities under this Contract, it shall promptly notify PPA of such delay and may request an appropriate extension for completion of the Services. An extension of time may be granted only if it is established that the cause of the delay in the performance of the work is due to the failure of PPA to provide the required services and facilities.

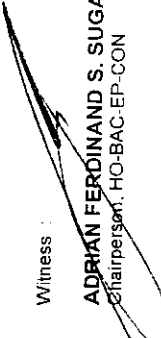
**7.10 Audits** - The CONSULTANT shall keep clear and orderly records of all accounts, expenses, salaries and costs. The monthly invoices to be submitted by the CONSULTANT under the provisions of Section 4.05 of this Contract shall be subject to review or verification by PPA and the Commission on Audit (COA) for purposes of payment. The expenses in connection with such review or verification shall be for the account of PPA.

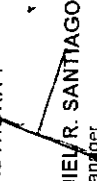
**7.11 Certificate of Completion** - PPA shall issue the corresponding Certificate of Completion to the CONSULTANT only upon full completion of the subject services to the satisfaction of the former and fulfillment by the CONSULTANT of all the terms and conditions set forth in this Contract.

**7.12 Integration of all Prior Contracts and Negotiations** - It is agreed that this Contract expresses all the understanding, promises and covenants of the parties and that it integrates, combines and supersedes prior negotiations, understanding and agreements whether written or oral.

**7.13 Notarization and Documentation** - The documentation, notarial fees and documentary stamps in connection with this Contract shall be for the account of the CONSULTANT.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
 SYCONSULT, INCORPORATED JOINT VENTURE  
 BY:  **GLENN S. PARONDA**  
 Witness:  **MARILOU A. MONTANO**  
 Administrative Manager  
 Authorized Representative

Witness:  **ADRIAN FERDINAND S. SUGAY**  
 Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
 BY:  **JAY DANIEL R. SANTIAGO**  
 General Manager

7.14 **Validity Clause** - If any terms or conditions of this Contract is held invalid or contrary to law, the validity of other terms and conditions hereof shall not be affected thereby.

7.15 **Warranty** - The CONSULTANT hereby warrants that it has not given, or promised to give any money or gift to any official or employee of the PPA or the Government to secure this Contract. Any violation of this warranty shall be sufficient ground for revocation or cancellation of this Contract.

The CONSULTANT also warrants that the Services shall be performed with reasonable care in a diligent and competent manner and hence, accepts liability in case of problems which may arise in view of its recommendations.

ARTICLE VIII

**DISPUTES, ARBITRATION AND TERMINATION**

8.01 **Disputes** - The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.02 **Arbitration** - Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in the Philippines in accordance with the provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

8.03 **Enforcement** - Any decision reached by arbitration may be enforced by either party in any court of competent jurisdiction in the City of Manila. Should PPA be constrained to resort to court action to enforce or safeguard its rights and interest under this Contract, CONSULTANT shall be liable for Attorney's Fees in the amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, exclusive of other damages and expenses in litigation.

8.04 **Consultant Duty to Perform** - Despite any dispute between PPA and CONSULTANT, the CONSULTANT shall proceed diligently with the performance of its services as directed by the PPA.

8.05 **Suspension** -

8.05.1 The PPA shall, by written notice of suspension to the CONSULTANT, suspend all payments to the CONSULTANT hereunder if the CONSULTANT fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the CONSULTANT) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall request the CONSULTANT to remedy such failure within a period not exceeding thirty (30) days after receipt by the CONSULTANT of such notice of suspension.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INCORPORATED JOINT VENTURE  
BY :  
Witness :  
MARILOU A. MONTANO  
Administrative Manager  
GLENN S. PARONDA  
Authorized Representative

Witness :  
ADRIAN FERDINAND S. SUGAY  
Chairperson HO-BAC-EP-CON

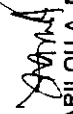
PHILIPPINE PORTS AUTHORITY  
BY :  
JAY DANIEL R. SANTIAGO  
General Manager

8.05.2 The CONSULTANT may, without prejudice to its right to terminate this Contract, by written notice of suspension, suspend the Services if the PPA fails to perform any of its obligations which are critical to the delivery of the CONSULTANT's services, such as non-payment of any money due the CONSULTANT within forty-five (45) days after receiving notice from the CONSULTANT that such payment is overdue.

**8.06 Termination of the Contract -**

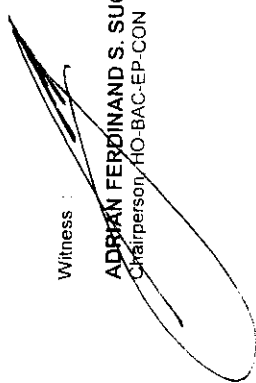
8.06.1 Termination by the PPA – The PPA shall terminate this Contract when any of the following conditions attends its implementation:

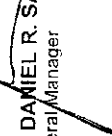
- (a) Outside of force majeure, the CONSULTANT fails to deliver or perform the Outputs within the period (s) specified in the Contract, or within any extension thereof granted by the PPA pursuant to a request made by the CONSULTANT prior to the delay;
- (b) As a result of force majeure, the CONSULTANT is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the CONSULTANT's receipt of the notice from the PPA stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the Head of the PPA may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the CONSULTANT is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction, in which event, termination will be without compensation to the CONSULTANT, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PPA and/or the CONSULTANT.
- (e) In case it is determined prima facie that the CONSULTANT has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in the Contract Documents, specifically the Instructions to Bidders which form part of this Contract;

SCIENCE & VISION FOR TECHNOLOGY, INC./  
 SYCONSULT, INCORPORATED JOINT VENTURE  
 BY:  WITNESS:  
 MARILOU A. MONTANO  
 Administrative Manager

GLENN S. PARONDA  
 Authorized Representative

Witness:  
 ADRIAN FERDINAND S. SUGAY  
 Chairperson, HO-BAC-EP-CON



PHILIPPINE PORTS AUTHORITY  
 BY:  WITNESS:  
 JAY DANIEL R. SANTIAGO  
 General Manager



- (f) The CONSULTANT fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension within thirty (30) days from receipt of such notice of suspension or within such further period as the PPA may have subsequently approved in writing;
- (g) The CONSULTANT's failure to comply with any final decision reached as a result of arbitration proceedings; or
- (h) The CONSULTANT fails to perform any other obligations under the Contract.

8.06.2 Termination by the CONSULTANT – The CONSULTANT must serve a written notice to the PPA of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the PPA with regard to such written notice within thirty (30) calendar days after the receipt thereof by the PPA. The CONSULTANT may terminate this Contract through any of the following events:

- (a) The PPA is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the CONSULTANT's notice specifying such breach;
- (b) The PPA's failure to comply with any final decision reached as a result of arbitration;
- (c) As the direct and proximate result of force majeure, the CONSULTANT is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The PPA fails to pay any money due to the CONSULTANT pursuant to this Contract and not subject to dispute within eighty four (84) days after receiving written notice from the CONSULTANT that such payment is overdue.


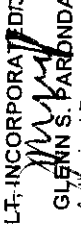
8.07 **Termination Procedure** - Procedures for the termination of this Contract shall be in accordance with the procedures/manner specified in the Bid Documents which form part of this Contract.

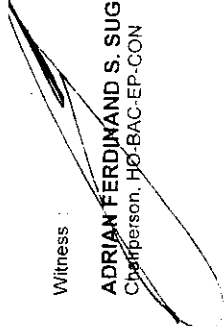
ARTICLE IX

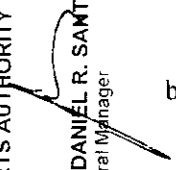
EXECUTION

9.01 **Effectivity** - This Contract shall become effective after the same shall have been signed by the Parties hereof.



9.02 **Commencement Date** - The CONSULTANT shall begin carrying out the Services starting from the effectivity date of this Contract.

SCIENCE & VISION FOR TECHNOLOGY, INC./  
 SYCONSULT-INCORPORATED JOINT VENTURE  
 BY:  WITNESS:  
 MARILOU A. MONTANO  
 Administrative Manager  
 BY:  WITNESS:  
 GLENN S. PARONDA  
 Authorized Representative

Witness:  
  
 ADRIAN FERDINAND S. SUGAY  
 Chairperson, HO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
 BY:   
 JAY DANIEL R. SANTIAGO  
 General Manager

9.03 **Notices and Address** - Any notice request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder:

SCIENCE & VISION FOR TECHNOLOGY, INC./  
SYCONSULT, INCORPORATED/JOINT VENTURE  
BY:  **GLENN S. PARONDA**  
Witness:  **MARILOU A. MONTANO**  
Authorized Representative  
Administrative Manager

Notices to PPA:

**JAY DANIEL R. SANTIAGO**  
General Manager  
Philippine Ports Authority  
PPA Building  
Bonifacio Drive, South Harbor  
Port Area, Manila

Notices to the CONSULTANT:

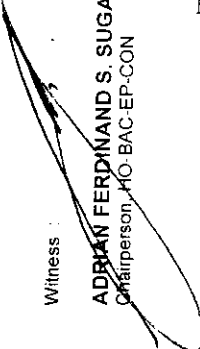
**GLENN S. PARONDA**  
Authorized Representative  
Science & Vision for Technology, Inc./  
Syconsult, Incorporated/JV  
Unit 4 Building E, 8481 West Service Road,  
Km. 14 SSH, Merville, Parañaque City

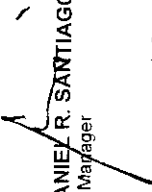
Notices shall be deemed to be effective as follows:

- a. in the case of personal delivery or registered mail, upon receipt by the PPA or CONSULTANT
- b. in the case of facsimile, within one (1) hour following confirmed transmission
- c. in the case of telegrams, within one (1) hour following confirmed transmission
- d. in the case of electronic mail, within one (1) hour following confirmed transmission

9.04 **Amendments** - No amendments, modifications, alterations to this contract shall be valid or binding on either party unless expressed in writing made and executed with the same formality procedures as this Contract.

9.05 **Counterparts** - This Contract shall be executed and delivered in five (5) copies, two (2) for each of the parties and one (1) for the Notary Public, each of which shall be deemed an original.

Witness:  **ADRIAN FERDINAND S. SUGAY**  
Chairperson, MO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY  
BY:  **JAY DANIEL R. SANTIAGO**  
General Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first herein above written.

**PHILIPPINE PORTS AUTHORITY**  
TIN NO. 000-352-232-000

**SCIENCE & VISION FOR TECHNOLOGY, INC./ SYCONSULT, INC./JV**  
TIN NO. 230-062-948-000

By:

By:

**JAY DANIEL R. SANTIAGO**  
General Manager

**GLENN S. PARONDA**  
Authorized Representative

WITNESSES:

**ADRIAN FERDINAND S. SUGAY**  
Chairperson, IIO-BAC-EP-CON

**MARILOU A. MONTANO**  
Administrative Manager

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILLIPINES)  
CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this 20 day of MARCH 2018, personally appeared the following:

NAME	Competent Proof of Identity
JAY DANIEL R. SANTIAGO	Passport No. EB8969214
GLENN S. PARONDA	TIN NO. 150-564-313

known to me and to me known to be the same persons who executed the foregoing instrument as:

POSITION	COMPANY	CTC NO.	DATE	PLACE
General Manager	Philippine Ports Authority	00143578	1-15-18	Manila
Authorized Representative	Science & Vision for Technology, Inc./Syconsult, Inc./JV	00057981	1-18-18	MANILA

and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the corporations they represent.

The foregoing instrument is a Contract for Consultancy Services for the Conduct of Feasibility Study for the Proposed Panguil-Pagadian Waterway Project, consisting of nineteen (19) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

Doc. No. 042;  
Page No. 70;  
Book No.       ;  
Series of 2018

**ATTY. GERVASEO B. ORTIZ, JR.**  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31/2018  
PTR NO. 5809514701-08-2017/MAKATI  
IBP NO. 655155 LIFETIME MEMBER  
APPT. NO. M-10411011 ROLL NO. 4009  
MCLE COMPLIANCE NO. V-0006934