

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
STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this APR 11 2018 day of _____ 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 -

SYCONSULT, INC. (TIN No. 230-062-948-000)/SCIENCE & VISION FOR TECHNOLOGY, INC. (TIN NO. 204-557-465-00)/ JV, private corporations duly organized and existing in accordance with Philippine laws, with business and postal address at Unit 2003 Chateau de Baie Condominium, No. 149 Roxas Blvd., Parañaque City, represented herein by its duly Authorized Representative, **REBECCA P. TURLA**, as evidenced by the Joint Venture Agreement dated 28 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 Studies and Formulation of Master Plans at Selected Ports;

WHEREAS, the CONSULTANT and other eligible bidders/consultants submitted their respective bids for the foregoing consultancy project;

WHEREAS, after the opening of the Technical and Financial Proposals on 06 and 14 February 2018, respectively, and the conduct of bid evaluation and required post qualification, the bid of the CONSULTANT was found to be the Highest Rated and Responsive Bid in the amount of **TWENTY TWO MILLION FOUR HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED FIFTY SIX PESOS (P22,481,356.00)**, Philippine Currency, inclusive of taxes;

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

Witness :


REBECCA P. TURLA
Authorized Representative

Witness :

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

PHILIPPINE PORTS AUTHORITY
BY :


JAY DANIEL R. SANTIAGO
General Manager


MARLOU A. MONTANO
Administrative Manager

WHEREAS, pursuant to the Bids and Awards Committee (BAC) Head Office-Engineering Projects-Consultancy Resolution No. CON 009-2018, Series of 2018, award of contract was made to the CONSULTANT in a Notice of Award dated 28 February 2018, in the amount of **TWENTY TWO MILLION FOUR HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED FIFTY SIX PESOS (P22,481,356.00)**, 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.

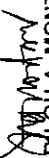
1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

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.

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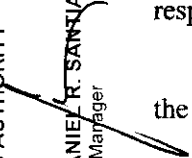
BY :

Witness :


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PHILIPPINE PORTS AUTHORITY
BY :

BY :


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General Manager

ARTICLE II

SERVICES

2.01 **SCOPE OF SERVICES** – This Contract covers the Consultancy Services for the Conduct of Feasibility Studies and Formulation of Master Plans at Selected Ports in Aparri Port, Cagayan; Salomague Port, Cabugao, Ilocos Norte; Ozamiz Port, Misamis Occidental (new port site); Calapan Port, Oriental Mindoro (alternate port); Tagbilaran Port, Bohol; Ormoc Port, Leyte; Puerto Princesa Port, Palawan; Tacloban Port, Leyte; Iligan Port, Lanao del Norte and Capinpin Port (Orion), Bataan. For this purpose the CONSULTANT shall perform and render all the required and necessary services to achieve the objectives in accordance with internationally accepted standards, conventions and practices for the conduct of Port Master Plans and Feasibility Studies. The Scope of Services to be undertaken by the Consultant shall include but shall not be limited to the following:

2.01.1 **PREVIOUS STUDIES AND INVESTIGATIONS**

1. The Consultant shall review previous studies, if any, related to the projects. The Consultant shall also review past investigations made within the project sites such as surveys and investigations and determine the adequacy of available data and information in relation to the requirements of this Study.
2. Within one (1) month from the start of the Study, the Consultant shall submit an Inception Report incorporating among others its findings on the previous studies and reports and recommend additional surveys and investigations that may be required. If such are to be undertaken by sub-contract, the Consultant shall submit with the Inception Report the Terms of Reference and draft contract for such sub-contract for the review and concurrence of PPA.
3. The Consultant shall supervise the undertaking of the sub-contractor/s, shall interpret the data/information gathered and shall be responsible for the work of its sub-contractor/s.

2.01.2 **EXISTING CONDITIONS AND DEMAND**

1. The Consultant shall review and analyze past and present oceanographic, meteorological, seismic and other data relating to the physical and natural conditions likely to affect the planning, design, orientation and operation of the selected ports with the implementation of the respective proposed projects. The Consultant shall also analyze the siltation condition of the port as one of the factors to be considered in the design and orientation of the port.
2. The Consultant shall investigate the existing port facilities to determine their physical conditions with the end in view of recommending any repairs and/or rehabilitation works to be undertaken. Within two (2) months from the start of the Study, the Consultant shall submit a separate Technical Paper on Existing Facilities, for each study port.
3. The Consultant shall define and analyze the present system of port operations to include the handling systems and procedures, adequacy of cargo handling equipment, open and closed storage areas, port labor force, utilization of the port facilities, productivity as well as determine the capacity of the various existing port facilities. The Consultant shall also analyze the waiting and service times of vessels, berth throughput and berth occupancy.

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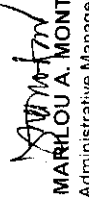
4. The Consultant shall analyze the adequacy of cargo handling services, ancillary services like pilotage, safety and security within the Port and its harbor, equipment maintenance facilities, garbage/waste disposal, etc. The Consultant shall also analyze the adequacy of the land and water access to the ports.
5. Based on the analysis of port operations, physical and natural conditions and other factors, the Consultant shall analyze the present productivity and capacity of the selected ports and, if warranted, analyze and recommend achievable productivities and capacities of the ports. Within three (3) months from the start of the Study, the Consultant shall submit a separate Technical Paper on the Existing Operational System for each study port.
6. The Consultant shall review and analyze past data on cargo, vessel and passenger traffic. The analyses of the cargo traffic shall be segregated into foreign and domestic cargo, inward and outward as well as containerized (lift-on/lift-off, roll-on/roll-off or other type of handling), bulk, break-bulk and other non-containerized cargo. The various commodity types shall be analyzed as to volume, level of containerization and other characteristics. The particulars of vessels in terms of length overall (LOA), GRT, DWT, required water depth, etc., shall also be looked into. The passenger traffic shall be categorized into arriving and departing passengers.
7. The Consultant shall prepare forecasts of cargo, vessel and passenger traffic, with details of the methods and parameters used in the projection. The projections must show in detail the source and segregation of foreign and domestic cargo, inward and outward cargo and passengers, containerized (volume and TEUs/Boxes) and non-containerized cargo. In the forecasts of containerized cargo, the Consultant shall analyze the type of commodities and determine the future level of container usage. The forecasts of vessel traffic must indicate the projected average shipload, number of ship-calls and other particulars that are required for the proposed developments.

The traffic forecasts should not only be limited to the normal traffic but the Consultant shall assess and take into account relevant economic activities and development within the influence area of the port that may generate additional traffic, if any.

Likewise, the Consultant shall take into consideration existing and planned development or expansion of nearby ports which may affect the forecasting of port traffic. The Consultant shall assess probable diversion of traffic taking into consideration travel time and transport costs, among others. If such diverted traffic is likely, the projection should show separately the normal from the generated/induced and/or diverted traffic.

The Consultant shall present the regional and local socio-economic framework and its port hinterlands, considering that these are some of the sources of the port's cargo traffic and correspondingly on the ports required future expansion.

8. The projection of traffic shall be on a yearly basis for the next ten years (2018 to 2027) and every five years thence for the next fifteen years for a total of 25 years.

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- 9. The Consultant shall ensure that all traffic forecasts are determined impartially, fairly and as a result of extensive consultations, if necessary through public hearings, with all stakeholders. Within four (4) months from the start of the Study, the Consultant shall submit a separate Technical Paper on Traffic Forecasts for each study port describing the methodology, assumptions and parameters used in preparing the forecasts.

- 10. The Consultant shall formulate a Master Plan for each of the selected ports based on 25-year forecasts. As much as possible, the Consultant shall prepare the short, medium and long term plan and at least three alternative schemes of the Master Plan taking into consideration the physical and natural conditions, among others. The advantages and disadvantages for each alternative shall be presented together with the recommended option.

Where there are limitations on the existing location of the Port in terms of its future expansion, and/or limitation in terms of land and water-side access to the existing Port, the Consultant shall assess other sites for the port expansion and recommend a suitable port site. Such recommendation shall be incorporated in the Master Plan.

The Consultant shall also analyze the existing and future road access to the port to prevent a situation where usage of modern facilities will be hindered due to poor road access.

- 11. On the basis of the projections (demand) and the capacity of the port (supply), the Consultant shall determine the need to improve and/or expand the port facilities using the projected traffic of 2027 as the design traffic. Within five (5) months from the start of the Study, the Consultant shall submit a separate Technical Paper on the Port Master Plan for each study port.

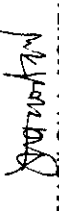
2.01.3 PROPOSED DEVELOPMENT AND OPERATION

- 1. Taking into consideration the comments of various stakeholders on the Consultant's initial traffic forecasts, the Consultant shall refine the traffic forecasts as well as the Master Plan that PPA will adopt.
- 2. On the basis of the design traffic year of 2027, the Consultant shall determine the port facilities required and define the improvements, additional port facilities and/or expansion to handle the traffic in the design year.
- 3. The Consultant shall determine the types of berths, the optimum number of such berths, the berth lengths, storage areas and other port facilities required both on the landside and waterside as well as the preliminary design of the structures and estimated costs of such facilities within a ± 15% level of accuracy. The Consultant shall also undertake the preliminary design and prepare cost estimates for any repair/rehabilitation work on the existing facilities, if any. The estimated costs shall be prepared based on a pay-item basis.
- 4. The Consultant shall define the appropriate cargo handling systems and procedures, the type and number of equipment appropriate for the proposed physical development, organizational structure and staffing for the private operators, including the determination of the investment, repair/maintenance and operating costs. Such investment and operating costs shall be segregated between that of PPA, if any, and the private operator.

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5. The Consultant shall prepare the preliminary design criteria for both the physical structures and the proposed cargo handling equipment.
6. The Consultant shall prepare the detailed port layout plans including details of major items and dimensions of the same in metric units as well as the implementation schedules.
7. Within six (6) months from the start of the Study, the Consultant shall submit a Technical Report on the Preliminary Engineering and Port Development Plan, to include cost estimates of the recommended development project in each study port.
8. Within seven (7) months from the start of the Study, the Consultant shall submit an Interim Report showing all their findings based on the Scope of Work of Items 2.01.1, 2.01.2 and 2.01.3 above and as contained in the Technical Papers previously submitted incorporating all the comments and suggestions of all stakeholders.

2.01.4 ECONOMIC EVALUATION

1. The Consultant shall prepare the conceptual framework for the economic evaluation explaining criteria to be used for the evaluation of economic benefits, the concepts to be used in the analysis of the project costs into its economic and financial values, treatment for the shadow pricing to arrive at the economic costs and benefits and the discount rate to be used, among others.
2. The Consultant shall identify, explain and quantify the quantifiable economic benefits and economic costs.
3. The Consultant shall then determine the economic feasibility of each of the projects based on the calculated stream of economic benefits and costs. The period of economic evaluation shall be for 25 years.
4. The Consultant shall undertake sensitivity analyses on the economic evaluation.

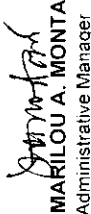
2.01.5 FINANCIAL EVALUATION

1. The Consultant shall prepare the conceptual framework for the financial evaluation explaining the criteria to be used for evaluating financial costs and revenues.
2. The Consultant shall identify and quantify all relevant financial costs and financial revenues.
3. The Consultant shall determine the financial viability of each of the projects under various development and tariff scenarios involving private sector participation under the BOT scheme and involving development solely by PPA. Should the Project be not financially viable using the existing tariff, the Consultant shall determine the tariff scenarios that would yield Financial Internal Rates of Return of 10 percent, 15 percent and 20 percent.

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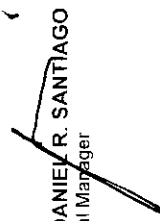

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4. The Consultant shall undertake sensitivity analyses on the financial evaluation.
5. Within eight (8) months from the start of the Study, the Consultant shall submit a Draft Final Report of the master plans and feasibility studies for the review of PPA. The report shall contain all the findings, analyses, calculations, plans, drawings and recommendations. The Final Report shall be submitted by the Consultant within one month from the receipt of the comments of PPA incorporating said comments in the Report. The project duration is **Nine (9) months**.

2.01.6 INITIAL ENVIRONMENTAL EXAMINATION

1. The Consultant shall undertake Initial Environmental Examinations on the impact of the proposed projects to include but not be limited to:
 - Impact relating to the project location
 - Impact during construction
 - Impact during port operation
2. Such IEEs shall be undertaken in preparation, if and were warranted, for any recommended full-blown Environmental Impact Assessment (EIA) required under Philippine laws, policies, rules and regulations of the Department of Environment and Natural Resources (DENR) and other concerned government agencies. Within seven (7) months from the start of the Study, if an EIA is recommended and justified for a particular study port, the Consultant shall prepare and submit appropriate Terms of Reference (TOR) to the PPA which will be bid out under a separate consultancy contract.
3. The results of such IEEs shall be included in the Draft Final Report.

2.01.7 TERMS OF REFERENCE FOR DETAILED ENGINEERING


1. In the event that PPA shall undertake the projects itself, the Consultant shall prepare the Terms of Reference for the procurement of detailed engineering consultancy services similar in format to these TOR. This shall be in a separate cover and submitted together with the Draft Final Report of the feasibility studies.

REQUIRED EXPERTISE, REPORTS AND COST PROPOSALS

The proposed consulting services shall be carried out by experienced consultants with the following minimum specialization which is anticipated to be required in this package of studies:

- Project Manager/Port Planner
- Deputy Project Manager/Port Design Engineer
- Transport Economist
- Port Operations Specialist
- Economist
- Financial Analyst
- Civil/Structural Engineer

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Chairperson, PO-BAC-EP-CON

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- Geodetic Engineer
- Geotechnical Engineer
- Drainage/Water Supply Engineer
- Environmental Specialist
- Electrical Engineer
- Cost Engineer

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.

The reports to be submitted are those as specified above. In addition, the Consultant may be required to submit monthly progress and special reports to be submitted on or before the 10th day of the month. The number of copies of the reports shall be as follows.

- | | |
|---|-------------------|
| 1. Inception Report | 7 copies |
| 2. Technical Paper on Existing Facilities | 3 copies per port |
| 3. Technical Paper on Existing Operational System | 3 copies per port |
| 4. Technical Paper on Traffic Forecasts | 3 copies per port |
| 5. Technical Paper on Port Master Plan | 3 copies per port |
| 6. Technical Paper on Preliminary Engineering & Port Development Plan | 3 copies per port |
| 7. Interim Report | 3 copies per port |
| 8. Draft Final Report | 3 copies per port |
| 9. Final Report (with separate Executive Summary per port) | 7 copies per port |
| 10. Initial Environmental Examination Report (with TOR) for EIA if recommended, per port) | 2 copies |
| 11. Monthly Progress Reports | 6 copies |
| 12. Special Reports | as needed |
| 13. TOR for Detailed Engineering | 2 copies per port |

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:

1. Inception Report
2. Technical Paper on Existing Facilities
3. Technical Paper on Existing Operational System
4. Technical Paper on Traffic Forecasts
5. Technical Paper on Port Master Plan
6. Technical Paper on Preliminary Engineering & Port Development Plan
7. Interim Report
8. Draft Final Report
9. Final Report
10. IEE Report or TOR for EIA, if recommended
11. Monthly Progress Reports
12. Special Reports
13. TOR for Detailed Engineering

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

[Signature]
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Administrative Manager

Witness :

[Signature]
REBECCA P. TURLA
Authorized Representative

Witness :
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Chairperson, MO-BAC-EP-COON

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[Signature]
JAY DANIEL R. SANTIAÑO
General Manager

The following may be transmitted by electronic mail, in addition to paper-print copies to a specified official e-mail address:

1. Inception Report
2. Technical Paper on Existing Facilities
3. Technical Paper on Existing Operational System
4. Technical Paper on Traffic Forecasts
5. Technical Paper on Port Master Plan
6. Technical Paper on Preliminary Engineering & Port Development Plan
7. Interim Report
8. Draft Final Report
9. Final Report
10. IEE Report or TOR for EIA if recommended
11. TOR for Detailed Engineering
12. Monthly Progress Reports
13. Special Reports

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.

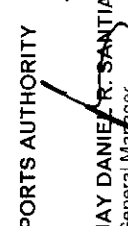
ARTICLE III

PERSONNEL

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

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
 BY : 
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 REBECCA P. TURULA
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BY :

Witness :

[Signature]
REBECCA P. TURLA
Authorized Representative

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

1. ALFREDO L. SALAZAR, JR.
2. ERNESTO P. CRUZ
3. ARDEN GLENN A. PARONDA
4. RENALDO G. CENICIO
5. ALFREDO P. OCAMPO
6. EMELET C. AYSON
7. MA. ELIZABETH L. VERZOLA
8. ROLANDO D. RABOT
9. LIBRETO Y. PATROMO
10. AGRIPINO D. DIAZ
11. GYPSY ROSE A. PARONDA
12. MELANITA G. MALVAR
13. JUDY S. PARONDA

- Project Manager/Port Planner/
- Dep. Project Manager/Port Design Engineer
- Civil/Structural Engineer
- Electrical Engineer
- Port Operations Specialist
- Cost Engineer
- Transport Economist
- Geotechnical Engineer/Geologist
- Geodetic Engineer/Survey Expert
- Drainage/Water Supply Engineer
- Environmental Specialist
- Economist
- Financial Analyst

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 **TWENTY TWO MILLION FOUR HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED FIFTY SIX PESOS (P22,481,356.00)**, 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,

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[Signature]
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General Manager

payments for the Professional Fees, Reimbursable and Miscellaneous Expenses under this Contract shall not exceed the amount of **TWENTY TWO MILLION FOUR HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED FIFTY SIX PESOS (P22,481,356.00)**, 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
- (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 **THREE MILLION THREE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED THREE AND 40/100 PESOS (P3,372,203.40)**, 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;

SIX HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED FORTY AND 68/100 PESOS (P674,440.68) to be deducted from the first monthly progress payment;

SIX HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED FORTY AND 68/100 PESOS (P674,440.68) to be deducted from the second monthly progress payment;

SIX HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED FORTY AND 68/100 PESOS (P674,440.68) to be deducted from the third monthly progress payment;

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV

Witness :

BY : 
REBECCA P. TURLA
Authorized Representative

BY :

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

PHILIPPINE PORTS AUTHORITY

BY :


JAY DANIEL A. SANFLAGO
General Manager


MARILOU A. MONTANO
Administrative Manager

SIX HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED FORTY AND 68/100 PESOS (P674,440.68) to be deducted from the fourth monthly progress payment;

SIX HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED FORTY AND 68/100 PESOS (P674,440.68) (P652,991.16) to be deducted from the fifth monthly progress payment;

- 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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JY
BY :


MARIOU A. MONTANO
Administrative Manager

Witness :

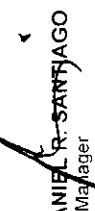

REBECCA P. TURLA
Authorized Representative

BY :


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

Witness :

PHILIPPINE PORTS AUTHORITY
BY :


JAY DANIEL R. SANTOJAGO
General Manager

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;
- 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 -**

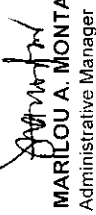
6.01.1 Generally, but without limiting CONSULTANT's responsibilities elsewhere stated under this Contract, it shall:

- 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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

Witness :


REBECCA P. TURLA
Authorized Representative


MARIELOU A. MONTANO
Administrative Manager

PHILIPPINE PORTS AUTHORITY
BY :

Witness :


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


JAY DANIEL R. SANTIAGO
General Manager

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.

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

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV

Witness :

REBECCA P. TURLA
Authorized Representative

BY :

ADRIAN FERDINAND S. SUGAY
Chairperson, MO-BAC-EP-COON

Witness :

PHILIPPINE PORTS AUTHORITY

BY :

JAY DANIEL R. SANTIAGO
General Manager

MARILOU A. MONTANO
Administrative Manager

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.

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** - SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, 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. SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, 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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

Witness :
MARILOU A. MONTANO
Administrative Manager

REBECCA P. TURLA
Authorized Representative

Witness :

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

PHILIPPINE PORTS AUTHORITY
BY :

JAY DANIEL R. SANTIAGO
General Manager

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.

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 or the Assistant General Manager for Engineering 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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV

BY :

Witness :

REBECCA P. TURLA
Authorized Representative

Witness :

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

PHILIPPINE PORTS AUTHORITY

BY :

JAY DANIEL R. SANJIAGO
General Manager

MARILOU A. MONTANO
Administrative Manager

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 NINE (9) 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:

- (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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

Witness :
[Signature]
MARLOU A. MONTANO
Administrative Manager

Witness :
[Signature]
REBECCA P. TURLA
Authorized Representative

Witness :
[Signature]
ADRIAN FERDINAND S. SUGAY
Chairperson, MO-BAC-EP-CON

PHILIPPINE PORTS AUTHORITY
BY :

Witness :
[Signature]
JAY DANIEL R. SANTIAGO
General Manager

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.

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

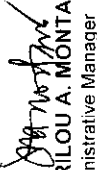
DISPUTES, ARBITRATION AND TERMINATION

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.

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV

BY : 
MARILOU A. MONTANO
Administrative Manager

Witness :
BY : 
REBECCA P. TURLA
Authorized Representative

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

PHILIPPINE PORTS AUTHORITY

BY : 
JAY DANIEL R. SANTIAGO
General Manager

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.


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;

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :


MARILOU A. MONTANO
Administrative Manager

Witness :


REBECCA P. TURILA
Authorized Representative

BY :

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

Witness :

JAY DANIEZ R. SANTAGO
General Manager

PHILIPPINE PORTS AUTHORITY
BY :

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY :

Witness :


REBECCA P. TURLA
Authorized Representative

BY :


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

Witness :

PHILIPPINE PORTS AUTHORITY
BY :


JAY DANIEL R. SANTIAGO
General Manager

BY :

- (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;
- (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.

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:

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:

REBECCA P. TURLA
 Authorized Representative
 Syconsult, Inc./Science & Vision
 For Tech., Inc./JV
 Unit 2003 Chateau De Baie
 Roxas Blvd., 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

SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
 BY :

[Signature]
MARILOU A. MONTANO
 Administrative Manager

Witness :

[Signature]
REBECCA P. TURLA
 Authorized Representative

Witness :

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

PHILIPPINE PORTS AUTHORITY
 BY :

[Signature]
JAY DANIEL R. SANTIAGO
 General Manager

- 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.

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

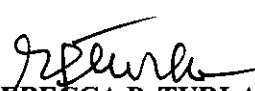
PHILIPPINE PORTS AUTHORITY
TIN NO. 000-352-232-000

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

By:

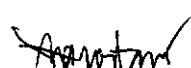

JAY DANIEL R. SANTIAGO
 General Manager

By:


REBECCA P. TURLA
 Authorized Representative

WITNESSES:


ADRIAN FERDINAND S. SUGAY
 Chairperson, HO-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 ___ day of _____, 2018, personally appeared the following:

NAME	Competent Proof of Identity
JAY DANIEL R. SANTIAGO	Passport No. EB8969214
REBECCA P. TURLA	TIN NO. 152516776

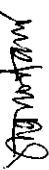
known to me and to me known to be the same persons who executed the foregoing instrument as:

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

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 Studies and Formulation of Master Plans at Selected Ports, consisting of twenty three (23) 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.

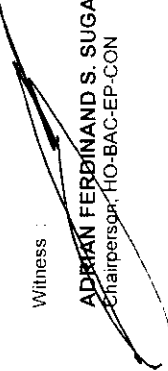
SYCONSULT, INC./SCIENCE & VISION FOR TECHNOLOGY, INC./JV
BY: 
MARILOU A. MONTANO
Administrative Manager

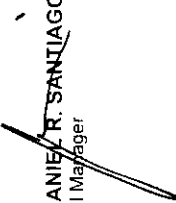
Witness:

REBECCA P. TURILA
Authorized Representative

Doc. No. 73 ;
Page No. 8 ;
Book No. ;
Series of 2018

~~ATTY. GERVASIO D. ...
NOTARY PUBLIC, MAKATI CITY
UNIT 103 PENINSULA COURT SLDC
8755 MAKATI AVE, MAKATI CITY~~

Witness:

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

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