

## I. Form of Contract

### Time-Based

This CONTRACT for the Consulting Services (hereinafter referred to as the "Contract") was made and entered into this \_\_\_\_\_ th day of MAR 09 2020 between, on the one hand, Department of Transportation of the Republic of the Philippines, with its registered principal office at Apo Court, Pinatubo Corner Osmeña Road, Clark Freeport Zone 2009 Pampanga, Philippines, (hereinafter referred to as the "Employer") and, on the other hand, Yooshin, Sekwang, KECC Joint Venture of Republic of Korea, a Joint Venture, each of which will be jointly and severally liable to the Employer for all the Consultant's obligations under this Contract with its registered principal office at Yeoksam-ro 4-gil, Gangnam-gu, Seoul 065252, Republic of Korea in Association with SVTI (hereinafter referred to as the "Consultant"). The Employer and the Consultant shall herein after be referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter referred to as the "Services");

WHEREAS, the Consultant, having represented to the Employer that it has the required professional skills, and personal and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

WHEREAS, the Government of the *Republic of the Philippines* through its *Department of Finance* (hereinafter referred to as the "Borrower") has received a loan from the *Export-Import Bank of Korea* (hereinafter referred to as the "Bank") from the resources of the *Economic Development Cooperation Fund* (hereinafter referred to as the "EDCF") of the Republic of Korea in the amount of *One Hundred Seventy Two Million Six Hundred and Forty One Thousand US Dollars (US\$172,641,000.00)* toward the cost of the *New Cebu International Container Port Project (NCICPP)* (hereinafter referred to as the "Project"), and intends to apply a portion of the proceeds of this loan to payments under the Contract;

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CERTIFIED COPY

MAR 12 2020

WHEREAS, the consulting services (foreign and local currency) will be financed out of the proceeds of the Loan which shall not exceed an amount in Korean Won being equivalent to *Five Million Four Hundred Forty Thousand US Dollars (US\$5,440,000.00)*; and

WHEREAS, the terms and conditions of the Contract and payments by the Bank, therefore, shall be subject in all respects to the terms and conditions of the Loan Agreement, including the Guidelines for the Employment of Consultants under the EDCF Loan. Except as the Bank may specially otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to constitute an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract; and
  - (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

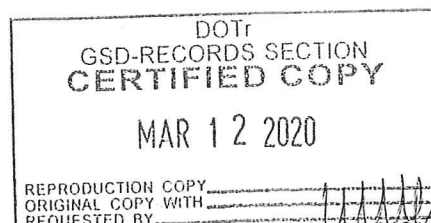
Appendix C: Key Personnel and Sub-Consultants – Hours of Work  
for Key Personnel

Appendix D: Summary of Cost Estimates

Appendix E: Duties of the Employer

Appendix F: Sample Form of Advance Payments Guarantee

Appendix G: Negotiation Matrix dated November 28, 2019



2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions in the Contract; and
  - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have caused this Contract to be signed in their respective names, as of the day and year first above written.

For and on behalf of

For and on behalf of

**Department of Transportation of the  
Republic of the Philippines**

**Yooshin Sekwang KECC JV of the  
Republic of Korea in Association with  
SVTI**

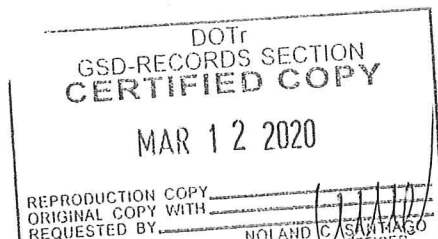


**ARTHUR P. TUAGADE**  
Secretary

**KWON YONG BAE**  
Authorized Representative

Signed in the Presence of:

**CHO, HYUSANG**



ACKNOWLEDGMENT

Republic of the Philippines )

City of ~~CITY OF MAKATI~~)

BEFORE ME, a Notary Public for and in the City of ~~CITY OF MAKATI~~ Philippines, this \_\_\_ day of \_\_\_ 2020, personally appeared and presented their respective Identification Card, to **MAR 09 2020**

ARTHUR P. TUGADE

PASSPORT NO. D0062192A

KWON YONG BAE

PASSPORT NO. M93616198

all known to me and to me known to be the same persons who executed the foregoing Contract with Yooshin Sekwang KECC JV of the Republic of Korea in Association with SVTI and Department of Transportation (DOTr), and they acknowledge to me that the same are their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above mentioned

NOTARY PUBLIC

Doc. No. 302  
Page No. 62  
Book No. 76  
Series of 2020

~~ATTY. JOSHUA P. LAPUZ~~  
Notary Public for Makati City  
Appointment #M-66 until 12/31/2021  
PTR No. 8116016- Jan. 2, 2020, Makati City  
Roll No. 45790, IBP Lifetime #048977-3-03  
MCLE No. VI-0016565/Jan. 14, 2019  
G/F Fedman Suites, 199 Salcedo Street  
Legaspi Village, Makati City

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ORIGINAL COPY WITH \_\_\_\_\_  
REQUESTED BY \_\_\_\_\_  
NOLAN B. SANTIAGO  
RECORDS OFFICER

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