



Ref. No.: **P-22-026**

**PROFESSIONAL SERVICE AGREEMENT  
FOR THE  
TRI-CITY FERRY SYSTEM PROJECT**

This Agreement entered into this 15 March 2022 in Ortigas Center, Pasig City, Metro Manila by and between:

**PHILKOEI INTERNATIONAL, INC.**, a consulting firm duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Unit 1701, 17<sup>th</sup> Floor, The Orient Square Building, F. Ortigas Jr. Road, Ortigas Center, San Antonio, Pasig City (hereinafter referred to as “PKII”).

and

**MR. EMMANUEL S. BATE** with residence at 17 Bonifacio St., Reymar Subd., Tandang Sora, Quezon City, Philippines (hereinafter referred to as “EXPERT”).

WITNESSETH

WHEREAS, PKII desires to engage the services of a competent **(International) Climate Change/Adaptation Expert** to render technical services under the terms and conditions stipulated in this Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE 1 SCOPE OF SERVICES**

- 1.1 The Expert shall carry out the services of a **(International) Climate Change/Adaptation Expert**, as indicated in **Annex - 1**.
- 1.2 Besides the specific tasks of the Expert as indicated above, further detailed instructions with respect to the Project may be given from time to time by PKII and/or the Team Leader.

**ARTICLE 2 RESPONSIBILITIES AND SCHEDULE**

- 2.1 The Expert shall perform the services on time and with due diligence and efficiency in conformity with sound professional practices in a manner acceptable and satisfactory to PKII and act at all times to protect the interest of PKII and/or the Team Leader
- 2.2 The Expert shall complete the assigned tasks in the form and accuracy acceptable to, and approved by the PKII within the schedule agreed upon by them. No extension of the schedule shall be allowed without the written approval of PKII.

### ARTICLE 3 PERIOD OF SERVICES

The period of services of the Expert shall be as follows:

Position	Man-months	Inclusive Periods
Climate Change Adaptation Expert (International)	Lump Sum (Computed based on the total of 3.0 M/M) 2.0 M/M (Home) 1.0 M/M (Field)	March 10, 2022 - December 05, 2022 (Intermittent) (Refer to <b>Annex -2: Staff Schedule</b> )

unless otherwise modified or extended in writing by PKII or terminated earlier in accordance with ARTICLE 10 hereof.

### ARTICLE 4 PLACE OF ASSIGNMENT

- 4.1 During the period of services, the Expert's regular place of assignment shall be at 17<sup>th</sup> Floor, The Orient Square Bldg., Ortigas Road, Ortigas Center, Pasig City or @ Home, as required.
- 4.2 For Field services: @ LGU-provided Office spaces in the cities of Dagupan and Alaminos in Pangasinan, and San Fernando City in La Union, hereinafter called "Project/Site office/s.

### ARTICLE 5 WORKING DAYS AND HOURS

- 5.1 The Expert shall follow the standard working days and hours observed in PKII's Main (Project) Office.
- 5.2 Any overtime work including work on Saturday, Sunday or holidays, which may be required, shall be deemed as already covered by the remuneration rate specified in ARTICLE 6 hereof.

### ARTICLE 6 REMUNERATION AND SCHEDULE OF PAYMENT

- 6.1 PKII shall pay the Expert a remuneration of **USD: TWENTY ONE THOUSAND SIX HUNDRED ONLY (US\$21,600.00)** for the entire services rendered during the period stipulated in the foregoing ARTICLE 3.
- 6.2 PKII shall provide the Expert Per Diem and Accommodation Allowance of **\$100/day** during official travels to the project site.
- 6.3 Other expenses that may be required for the performance of the Expert of the services may be considered for reimbursement subject to the approval of PKII. All expenses incurred by the Expert which have been approved in writing by PKII shall only be reimbursed and paid upon the submission of the Expert of official receipts.
- 6.4 The schedule or terms of payment of the Expert's Remuneration shall be as follows:
  - 10% - Upon signing of Contract
  - 15% - Upon ADB acceptance of the Inception Report
  - 20% - Upon ADB acceptance of the Interim Report
  - 20% - Upon ADB acceptance of the Draft Final Report Report

- 25% - Upon ADB acceptance of the Final Report
- 10% - Upon PKII receipt of the ADB PPS Completion Certificate and PKII's receipt of the Final Payment

- 6.5 The Expert shall submit an Invoice to PKII based on the schedule or terms stipulated in the above ARTICLE 6.4. This shall be the basis for payment of the Expert's Remuneration. The Expert shall however also submit a Timesheet to PKII in case required by ADB for auditing purposes. The Expert shall indicate the number of days of services within the month.
- 6.6 PKII shall pay the Expert the amount requested in the Invoice within 30 days upon submission to the Client for the related project milestone. The Expert shall be notified by PKII once payment is ready for personal pick up at PKII Head Office. In case an authorized representative of the Expert shall collect the payment from PKII, an Authorization Letter shall be required. In case the Expert opts to have his/her remuneration deposited to a designated bank account, all remittance and bank transfer charges, if any, shall be paid by the Expert and shall be automatically deducted by PKII from the amount due the Expert in every invoice.
- 6.7 As Expert performing missions for the ADB, no tax shall be levied on or in respect of salaries and emoluments paid by the ADB, except where a member-country deposits with its instrument of ratification or acceptance a declaration that such member retains for itself and its political subdivisions the right to tax salaries and emoluments paid by the ADB to citizens or nationals of such member. The tax exemption certificate is attached as ANNEX 4.

## ARTICLE 7 ACCIDENT INSURANCE

The Expert shall be covered with accidental death, dismemberment and disability benefits (ADD&D) and 18 to 59 years old for total and permanent disability benefit (TPD) under PKII's insurance provider.

## ARTICLE 8 FACILITIES TO BE PROVIDED BY PKII

At no cost to the Expert, the Expert may use the Project office equipment and supplies necessary for the performance of the services. The Expert, however, shall use or procure his/her own personal computer for the performance of the services.

## ARTICLE 9 OWNERSHIP, COPYRIGHT, AND CONFIDENTIALITY

The Expert shall hold and maintain any Confidential Information in strictest confidence for the sole and exclusive benefit of PKII. The Expert shall not, without prior written approval of PKII, use for Expert's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of PKII, any Confidential Information. The Expert shall return to PKII any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if PKII requests it in writing.

## ARTICLE 10 TERMINATION

- 10.1 This Agreement shall be terminated automatically upon the expiration of the period of services specified in ARTICLE 3 hereof, except when otherwise modified or extended in writing by PKII.

- 10.2 This Agreement may be terminated by PKII earlier than the specified period of services in any of the following cases:
- 10.2.1 Where, at any time during the Expert's assignment, his services are deemed no longer necessary.
  - 10.2.2 Where, in the opinion of PKII, the Expert is judged unqualified or incompetent to handle any of the assigned works.
  - 10.2.3 Where the Expert is involved in an act or behavior that violates any provision of this Agreement or existing laws, regulations or Company Rules and Regulations.
  - 10.2.4 Where PKII has to replace the Expert for reason of health or other justifiable reason.
  - 10.2.5 Where PKII has to replace the Expert due to the request or instruction of the Client.
  - 10.2.6 If the contract between PKII and the Client is terminated for any valid reason.
- 10.3 This Agreement may be terminated by the Expert for any justifiable reason upon 30 days prior notice in writing to PKII, subject to PKII's acceptance thereof, and after proper endorsement of any assignment and pending tasks.
- 10.4 In case the Expert fails or refuses to comply with its obligations under this Agreement, abandons his work or refuses to complete the service period, or in case this Agreement is otherwise terminated by PKII by virtue of the Expert's breach of any of the provisions of this Agreement, the Expert shall be liable to fully reimburse PKII all expenses incurred by PKII for the deployment of the Expert, including but not limited to transportation expenses and accommodation expenses, and attorney's fees/costs of suit, should PKII engage the services of counsel to enforce its rights.

#### ARTICLE 11 STATUS OF THE EXPERT

The Expert has been hired by PKII on a consultancy basis only. There shall be no employee-employer relationship between the Expert and PKII.

#### ARTICLE 12 MODIFICATION TO THIS AGREEMENT

This Agreement may only be modified, in whole or in part, by mutual agreement in writing of both parties.

#### ARTICLE 13 EFFECTIVITY

This Agreement shall become effective on the date of the actual mobilization of the Expert to the project and, unless terminated in accordance with ARTICLE 10 hereof, shall remain valid until the completion of the period of services stipulated in ARTICLE 3 hereof or modification/extension thereof.

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

The Expert



**EMMANUEL S. BATE**

TIN No. 121-073-513

Acct. No. 361-2-36100479-0

Bank Name: Metro Bank

Branch: VASRA Branch

For Philkoei International, Inc.



**ZENaida N. ABAD**

Vice-President, ICG



**PETER S. SAMOZA**

President

## **SCOPE OF WORK**

**Emmanuel S. Bate**

*Climate Change Adaptation Expert*

1. The international Climate Change Adaptation Expert will complete all climate change aspects of the project including the conduct of an urban resilience/climate change adaptation workshop and the preparation of the assessment report and feasibility study; and
2. He will work with the Team Leader and the Environmental Specialist, and in close relation with the technical team, to inform the selection and design of the projects.

# ANNEX – 2 Project Schedule

Negotiation 170501-01: TA-6559 REG: Implementing the Cities Development Initiative for Asia - Preparation of a Project Preparation Study for the Tri-City Ferry System Project in the Philippines (54128-001)  
Philkoe International, Inc. (PHI)

Name (Citizenship) Position		Firm	MONTH												Months Input			Air Travel		Per-Diem (Days)
			1	2	3	4	5	6	7	8	Home	Field	Total	Int'l	Nat'l					
International																				
Amandeep Singh Virk (IND)		PKII									1.9865	3	4.9865	3	0	90				
Team Leader/Port and Ferry Development Specialist																				
Emmanuel Bato (PHI)		PKII									2	1	3	0	0	30				
Climate Change Adaptation Expert																				
Sameer Shatnagar (IND)		RGM&Co									1.5	1.5	3	3	0	45				
PPP Specialist																				
Subtotal											5.4865	5.5	10.987	6	0	165				
National																				
Arianne Joy Olegario (PHI)		PKII									1	1	2	0	0	30				
Social Scientist and Gender Specialist																				
Gene Urbano (PHI)		PKII									2	1	3	0	0	30				
Civil Engineer																				
Gilbert Garchitorena (PHI)		PKII									3	1	4	0	0	30				
Financial Management Specialist/Economist																				
Hussein Lidsan (PHI)		PKII									3	2	5	0	0	60				
Deputy Team Leader / Transport Planner/Economist																				
Julito Baldismo (PHI)		PKII									2	1	3	0	0	30				
Environmental Specialist																				
Madeline Zialcita-Villapando (PHI)		PKII									3	1	4	0	0	30				
PPP Lead Specialist																				
Rizalino Barandino (PHI)		PKII									3	1	4	0	0	30				
Institutional Development Specialist																				
Rudolph Yambot (PHI)		PKII									2.5	0	2.5	0	0	0				
ICAD Technician																				
Subtotal											19.5	8	27.5	0	0	240				
Total											24.937	13.5	38.487	6	0					

Legend:  
PKII - Philkoe International, Inc. (PHI)  
RGM&Co - R.G. Manabat & Co. (PHI)

Home, Full-Time  
Home, Intermittent  
Field, Full-Time  
Field, Intermittent

### ANNEX – 3: Working Record (Timesheet)

<b>Period Covered</b>	:		
<b>Full Name</b>	:		
<b>Position</b>	:		
<b>Team Leader</b>	:		
<b>Verified:</b>		<b>Checked:</b>	<b>Approved:</b>

[illegible]