

31 July 2023  
Our Reference: PBMD-T0527-PED-2023-002

**Philkoei International, Inc.**  
**17<sup>th</sup> Floor The Oriental Square Building,**  
**F. Ortigas Jr. Road, Ortigas Center,**  
**San Antonio, Pasig City, Philippines**

**ATTENTION:**                **Mr. Peter Samoza**  
President

**SUBJECT:**                **Letter of Award for Yard Tender Design Services**  
**MICT Berth 8 Phase 2**

Dear Sir,

Further to your offer dated 16 January 2023 with Ref. No. LPKB-23-004, and subsequent clarifications, revisions and updates leading to your final revised offer dated 25 July 2023, with Ref. No. LPKB-23-052, and save as clarified or amended herein, which are all integral parts of this Letter of Acceptance ("LOA"), we are pleased to advise our acceptance of your offer to design the Works in accordance with the terms and conditions set out herein.

It is therefore agreed that until such time as the parties execute a formal Contract Agreement, which the parties' endeavor to do so within the next ten (10) calendar days from the date, this LOA shall constitute a binding written agreement effective for the feasibility stage for the Works on the terms and conditions as agreed between us and as contained in the Tender Documents. Unless otherwise stated herein, capitalized terms shall have the meaning ascribed to them in the Contract / Tender Documents.

## **1. SCOPE OF WORK**

The Consultant shall carry out the preliminary engineering design of the MICT Berth 8 Phase 2 (the "Works") as further described in this letter of LOA including all attachments, the tender documents in MyJob Portal (including any Tender Addenda, Post Tender Clarifications and any other documents deemed applicable by the Client) (the "Tender Documents").

## **2. ACCEPTED CONTRACT AMOUNT**

Subject to the Consultant's successful completion of the Works in accordance with the requirements of this LOA and the Tender Documents, the Client shall pay to the Consultant the fixed price, lump sum amount of

**Philippines Peso Three Million, Nine Hundred Thousand Only (Php 3,900,000.00)**

(the "Accepted Contract Amount"), which includes Value Added Tax. Any costs associated for the Works during the progression of the Works, required to satisfy the requirements of the Tender Documents, shall be deemed to be included in the Accepted Contract Amount.

### 3. COMMENCEMENT DATE & PROGRAMME

The Consultant shall commence the Works on **31 July 2023** and such date shall be deemed to be the commencement date for the Works (the "Commencement Date"). The Commencement Date as defined under this LOA shall be deemed to be the "Commencement Date" under the Definitive Contract. The Consultant shall complete the Works as per the program to the satisfaction of the Client in accordance with the Time for Completion stated below:

Item No.	Description	Month 1				Month 2			
		W1	W2	W3	W4	W5	W6	W7	W8
	<b>Deliverables</b>								
1	Reclamation and Ground Improvement								
2	Revetment								
3	Power and electrical (power distribution, cables, trenches, ducts, high mast light & reefer racks)								
4	Pavement								
5	Stormwater drainage								
6	Fire protection & pump house ( if required)								
7	Structural design (HML Fdn, RTG beams, tie downs, fences, reefer racks others)								

Time is of the essence for this agreement, such that failure of the Consultant to complete the Works within the Time for Completion shall make the Consultant liable in accordance with the Consultancy Agreement.

### 4. PAYMENT AND COMMERCIAL TERMS

- a. In respect to the terms of payment, the Client will grant an Advance Payment equivalent to
- **Php 585,000.00 (Five Hundred Eighty-Five Thousand Pesos)**

The Advance Payment Shall be released within thirty (30) days upon receipt of invoice.

- b. The Client has requested phasing of the deliverable to meet the two (2) months tender program.
- c. Payments in respect of the Works shall be made by the Client to the Consultant in accordance with the Contract as stipulated in the Tender Documents. The Consultant shall only be paid subject to the satisfactory progression of the Works.



## 5. OTHER KEY TERMS AND CONDITIONS

- a. Except as explicitly stated in the proposal letter LPKB-23-052, dated 25 July 2023, the Consultant accepts in full the term and conditions of Contract as set out in the Tender Documents.
- b. The Consultant shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.
- c. If the parties fail to settle a dispute that relates in any way to the subject matter of this Letter of Award or the relationship of the parties created hereunder within 30 days of receipt of a written notice from either Party to the other Party seeking settlement thereof, the Parties shall submit the dispute to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce and shall be finally settled by three (3) arbitrators appointed according to said rules. The parties agree that the Place and Seat of Arbitration shall be in Manila, Philippines. The language of the arbitration proceedings shall be English.
- d. The Client reserves the right to rescind this Letter of Acceptance should the Consultant fail to comply with the conditions of this LOA.

The Consultant shall sign and stamp and return to the Client within three (3) days the Acceptance Statement provided below as confirmation of his receipt and acceptance of this LOA.

Yours faithfully,

For and on behalf of Prime Metro BMD Corporation.



**Mick Slocombe**  
Executive Vice President  
Prime Metro BMD Corporation

ACCEPTANCE STATEMENT

Date: 03 August 2023

Your Ref: LPKP2305-23-001

PROJECT: MICT Berth 8 Phase 2

SUBJECT: LETTER OF AWARD

Letter of Award Reference: PBMD-T0527-PED-2023-002 dated 31<sup>st</sup> July 2023

Dear Sirs,

We hereby acknowledge receipt of the above reference Letter of Award and confirm our full and unconditional acceptance of the terms and conditions provided therein.

For and on behalf of **Philkoei International, Inc.**

Name: Peter S. Samoza

Position: President

Signature: 

Date: 03 August 2023

Company Stamp: 

Witnessed by: 

Name: Jose Adones C. Beringueta

Position: Vice President - Domestic Consulting Group

Signature: \_\_\_\_\_