

Republic of the Philippines
Department of science and Technology
PHILIPPINE TEXTILE RESEARCH INSTITUTE

CONSULTANCY SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Bicutan, Taguig City, Philippines, this 15th day of March 2022 by and between:

The **PHILIPPINE TEXTILE RESEARCH INSTITUTE**, an agency of the Department of Science and Technology (DOST), with principal address at General Santos Avenue, Bicutan, Taguig City, duly represented by its Director, **CELIA B. ELUMBA**, hereinafter referred to as the "**DOST-PTRI**";

- and -

The **ALVTECHNOLOGIES PHILIPPINES, INC.**, a sole proprietorship, duly organized under the laws of the Philippines with principal address at Unit 2308 Medical Plaza Ortigas, San Miguel Avenue, San Antonio, Ortigas Center, Pasig City duly represented by its representative, **ANNALIZA M. AMO**, hereinafter referred to as the "**Provider**".

WITNESSETH THAT:

WHEREAS, the **DOST-PTRI** requires the highly technical consultant to execute the **One (1) Lot Scientific Consultancy Services**, hereinafter referred to as "**The Project**",

WHEREAS, per BAC Resolution Recommending Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services through Negotiated Procurement as the Alternative Method of Procurement for the Procurement of "One (1) Lot Scientific Consultancy Services" pursuant to the PTRI Notice of Award dated March 14, 2022 and duly accepted by the Consultant on March 15, 2022;

WHEREFORE, for and in consideration of the above premises, the following covenants are mutually agreed upon:

I. General Provisions:

- I.1** This Contract is for **The Project** involving all the works as contained in the Terms of Reference as approved by the **DOST-PTRI**;
- I.2** The **DOST-PTRI** has assigned **Ms. Zailla F. Payag** as the PTRI Official Representative who shall oversee the completion of "**The Project**". The PTRI also hereby assigns **Engr. Ephraim H. De Gracia** as PTRI Monitoring Officer for "**The Project**". The Monitoring Officer shall coordinate and monitor the **Provider's** progress of work and report the same to the PTRI Official Representative;
- I.3** The **Provider** hereby appoints **Ms. Annaliza M. Amo**, as its duly authorized and designated representative, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Provider** for the project as fully and effectively as the **Provider** might do it if personally present

II. Scope of Work and Responsibilities of the Provider:

II.1 Provision of Engineering Services

- II.1.1** Detailed drawing and layout of wet-laid line;
- II.1.2** Calculation of pulp/water requirement for the stock preparation and approach system;
- II.1.3** List of parts for instrument system, electric system, and driving system;
- II.1.4** Drawing of pulp chest, pipe lines, and other necessary parts for the water system;

II.2 Provision of Scientific Consultancy Services

- II.2.1** Analysis of customer needs;
- II.2.2** Provision of process design requirements of pulping and wet-laying systems;
- II.2.3** Design of key parts, including but not limited to Approach System and Headbox;
- II.2.4** Supervision and review of equipment production drawings
- II.2.5** Designation of suppliers for system accessories;
- II.2.6** Immediate correspondence with DOST-PTRI for changes in design requirements.

III. LIST OF DELIVERABLES:

Commencement of the Duration of Deliverables shall be based upon acceptance of Notice to Proceed (NTP) by the **Provider**:

III.1 Planning Phase (30 calendar days)

- III.1.1** Meeting with **DOST-PTRI** Agenda including identification of local fibers to be used in wet-laid nonwoven production and other customer needs;
- III.1.2** Evaluation of customer needs;
- III.1.3** Provision of initial feedback and solutions to concerns.

III.2 Detailed Design Phase (30 calendar days)

- III.2.1** Refined floor plan of equipment incorporating available space present in the DOST-PTRI premises.


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III.2.2 Detailed and refined schematic drawing

III.2.2.1 Headbox and wire section

IV. Responsibilities of the DOST-PTRI;

- IV.1 The **DOST-PTRI** shall provide all necessary information for the **Provider** to fulfill their duties under **The Project**,
- IV.2 The **DOST-PTRI** shall furnish required support assistance as expeditiously as necessary for the orderly progress of the **Provider** services,
- IV.3 The **DOST-PTRI** shall disburse the necessary payments to the **Provider** expeditiously upon completion of the targeted milestone outputs.

V. Responsibilities of the Provider;

- V.1 The **Provider** will avail of services by their partner company to create and produce designs of all the necessary parts and components of the laboratory-scale wet-laid line. They will perform all calculations in relation to the pulp and water capacity as well as other related parameters based on the required wire speed, width and grammage of the wet-laid nonwoven produced, inclined headbox angle, and other customer needs.
- V.2 The **Provider** will also avail of services of their partner company to analyze **DOST-PTRI's** needs and prepare the process design requirements for the pulping and wet-laying system. These services will also cover the assignment of suppliers for the different parts of the system and the supervision and review of all outputs during the designing and drawing of the equipment.
- V.3 The **Provider** is regarded to have included in the submitted contract price all labor, overtime, materials, plant, allowance and sundries necessary for the accomplishment of work including the consumption of water and electricity. Thus, no claim for price escalation shall be entertained and allowed.
- V.4 The **Provider** is regarded to have obtained all necessary information such as risks, contingencies and other circumstances which may influence or affect the Work or the Contract Price. The Provider shall also be deemed to have inspected and examined the Project Site, its surroundings, and all relevant information before coming up and agreeing to the Contract Price as to all relevant matters, including (without limitation):
 - V.4.1 The form and nature of the Project Site, including subsurface conditions;
 - V.4.2 The climatic conditions;
 - V.4.3 The extent and nature of the Work and materials necessary for the proper execution and completion of the work and the remedying of any defects;
 - V.4.4 The laws, procedures and labor practices of the area/region; and,
 - V.4.5 The **Provider's** requirements for access, accommodation, facilities, personnel power, transport, water, and other services.

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V.5 The **Provider** shall provide Licensed Site Engineers/Site Managers to oversee the inception, implementation and completion of the project.

V.6 The **Provider** shall provide necessary regular reports and/or crucial in relation to the progress and completion of the project to be used but not limited to in project monitoring and progressive billing and in coordination with the end-user.

V.7 The **Provider** shall set meetings with the end-user as deemed necessary for the completion of the project.

VI. Contract Duration

VI.1 The Project in its entirety shall be completed by the **Provider** within Sixty (60) Calendar days reckoned from the Contract effectivity date which is not later than seven (7) calendar days from the issuance of the Notice to Proceed. by the **DOST-PTRI** to the **Provider**.

VII. Contract Cost

VII.1 The Contract Price for The Project as approved by the **DOST-PTRI** and as accepted by the **Provider** is TWO MILLION PESOS (Php 2,000,000.00) only.

VIII. Terms of Payment

VIII.1 The **DOST-PTRI** shall pay the **Provider** upon the complete and satisfactory submission of all deliverables with the breakdown as follows:

Deliverables	Corresponding Payment
Provision of initial feedback and solutions to concerns	PhP 50,000.00
Refined floor plan	PhP 450,000.00
Detailed Schematic Diagram / Plan	-
1. Headbox and wire section	PhP 1,500,000.00

VIII.2 All payments made to the **Provider** shall be subjected to the required twelve (12%) Value Added Tax (VAT). The **Provider** shall submit a billing statement together with a statement of work accomplished (with supporting documents) and a formal request for payment for work accomplished including all necessary documentation to support the billing. Such requests for payment shall be verified and Certified jointly by the **DOST-PTRI's** Technical Working Group (TWG), the **PTRI** Official Representative and the Project Monitoring Officer. Materials and equipment delivered on site but not completely put in place shall not be included for payment.

All payments made by the **DOST-PTRI** to the **Provider** shall be subject to the usual and existing accounting and auditing rules and regulations.

The **DOST-PTRI** shall, by written notice of suspension to the **Provider**, suspend all payments to the **Provider** if it fails to perform any of its obligations under this Contract due to its own fault.

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CHIEF, FAD

[Signature]

[Signature]

IX. Other Conditions

- IX.1 The **Provider** shall have no right to assign or transfer its rights and interest written under this document and the signed contract.
- IX.2 The drawings, specifications, and models, including additional instructions and copies thereof, shall remain the property of the **DOST-PTRI**. Any misuse by the **Provider** on any other work with the exception of terms written under this document and the signed contract, inclusive of any other contract documents shall be returned to the end-user before the final payment to the **Provider** is made.
- IX.3 This document and the signed Contract Agreement constitute complete understanding between parties with respect to the subject matter thereof and supersedes any prior expression of intent, representation, or warranty with respect to this transaction.
- IX.4 This document and the signed Contract Agreement contain the entire Agreement between parties and neither party shall be bound by any representation, agreement or stipulations not contained or incorporated herein by reference.

X. Warranties and Legal Instruments

- X.1 The **Provider** warrants that they have not given or promised to give any remuneration either by way of cash or gift to any employee of the **DOST-PTRI** to secure this Project.

This Contract shall take effect immediately upon signing by the Parties to this Contract.



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CHIEF, FAD



IN WITNESS WHEREOF, the parties hereto set their signatures on the day and year above written.

**PHILIPPINE TEXTILE
RESEARCH INSTITUTE**

BY:



CELIA B. ELUMBA
Director IV

ALVTECHNOLOGIES PHILIPPINES, INC.

BY:



ANNALIZA M. AMO
Authorized Representative

Signed in the presence of:



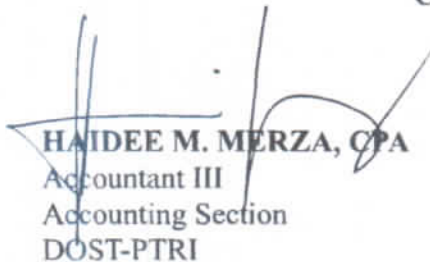
CORAZON I. TAPULGO
Chief, Finance & Administrative Division
DOST-PTRI




Rissa Agallar
President
ALVTECHNOLOGIES PHILIPPINES, INC.

Authorized Representative
ALVTECHNOLOGIES PHILS. INC.

Certified Funds Available:



HAIDEE M. MERZA, CPA
Accountant III
Accounting Section
DOST-PTRI



MERLITA R. ODI
Administrative Officer V
Budget & Treasury Section
DOST-PTRI

ACKNOWLEDGEMENT

Republic of the Philippines }
City of Taguig } S.S.

BEFORE ME, on MAY 15 2022 2022 personally appeared:


Name	Valid Gov't. Issued ID	Date of Issue	Place of Issue
CELIA B. ELUMBA	PTRI ID # 003	January 1, 2016	Bicutan, Taguig City
ANNALIZA M. AMO	TIN ID # 455-965-550-000	August 8, 2014	Quezon City

known to me to be the persons who executed the foregoing Consultancy Service Contract for the **One (1) Lot Scientific Consultancy Services** and they acknowledged to me that it is their free and voluntary act and that of the principals they represent.

I further acknowledge that this instrument, including this page on which the acknowledgment is written, consists of seven (7) pages, all signed by the parties and their witnesses and sealed with my notarial seal.

Witness my hand and seal.

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Series of 2022


NOTARY PUBLIC
JO WINDALE A. DAGAN
Notary Public for Taguig
Commission: Appt. No. 68 (2021-2022)
A-5178763-01-03-22, Taguig City
Exp. Date: 03-28-22;
MELS No. 39751401-01-21-2021; Roll No. 55854
2nd Fl., Inter-Ven Bldg. 39 Ballester Street
Central Signal Village, Taguig City


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