

**CONTRACT FOR DETAILED ENGINEERING STUDIES (DES) OF HERITAGE  
STRUCTURES DECLARED AS NCT/ICP IN BOHOL AND SAMAR AFFECTED BY  
CALAMITIES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 6<sup>th</sup> day of March 2015, in the City of Manila, Philippines by and between:

The **NATIONAL MUSEUM**, a trust of the Government of the Philippines, by virtue of R.A. No. 8492, with office address at Old Congress Building, P. Burgos Avenue, Manila 1000, represented herein by its Director IV, JEREMY BARNS hereinafter referred to as the "**MUSEUM**";

-and-

**DIGISCRIP PHILIPPINES, INC.** in Joint Venture with **PHILIPPINE GEOANALYTICS INC.**, duly organized and existing under the laws of the Republic of the Philippines, with principal office addresses at 4/F BT & T Center, No. 20 E. Rodriguez Jr. Ave., Libis Quezon City and 4/F PGATECH CENTER, No. 85 Kamuning Rd., Quezon City respectively, herein represented by VICTOR CONRADO A. ALAMPAY, in his capacity as President of Digiscript Philippines Inc. and the official representative of the Joint Venture, hereinafter referred to as "**CONSULTANT**";

Each is referred to here as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the 7.2 magnitude earthquake on October 15, 2013 in Bohol province as well as the Typhoon Yolanda which devastated the central Philippines, resulted in heavy damage to cultural properties, including those considered as National Cultural Treasures (NCTs) and Important Cultural Properties (ICPs) in the affected regions;

WHEREAS, pursuant to Republic Act No. 10066 or the National Cultural Heritage Act of 2009, said properties are entitled to priority protection, conservation and restoration by the State;

WHEREAS, the National Museum, through the Tourism Infrastructure and Enterprise Zone Authority (TIEZA) Grant, is in need of the services of a qualified Consultant to conduct the DETAILED ENGINEERING STUDIES (DES) OF HERITAGE STRUCTURES DECLARED AS NCT/ICP IN BOHOL AND SAMAR AFFECTED BY CALAMITIES (herein after referred to as the "DES Project"), that needs to be rehabilitated and conserved;

WHEREAS, the Approved Budget for the Contract (ABC) is Twenty Five Million Three Hundred Fifty Six Thousand Two Hundred Forty Pesos (PhP 25, 356,240.00);

WHEREAS, after four failed biddings, an alternative method of procurement specifically Negotiated procurement - Two Failed Biddings pursuant to Section 53.1 of the Revised IRR of R.A. No. 9184 (or the Government Reform Procurement Act) was adopted by virtue of the approved NMBAC Resolution No. 2017-GSR-046;

WHEREAS, a Request for Expression of Interest for the rebidding of the Detailed Engineering Studies (DES) of Heritage Structures was posted in the Philippine Government Electronic Procurement System (PhilGEPS) website, National Museum website, designated,

WHEREAS, in response to the advertisement of the Request for Expression of Interest, only one (1) prospective bidder, Digiscript Philippines, Inc. in joint venture with Philippine Geoanalytics, Inc. (herein after referred to as the "CONSULTANT") submitted its letter of intent;

WHEREAS, the CONSULTANT was one of the bidders who participated in the previous public biddings conducted for the DES Project, wherein it submitted its eligibility requirements, undergone eligibility check and was declared eligible and thus shortlisted based on the Criteria for shortlisting of consultants. The CONSULTANT thereafter submitted its Technical and Financial Documentary requirements;

WHEREAS, the NMBAC and the end-user, the Restoration and Engineering Division, after careful evaluation of these Technical and Financial Documents, has determined that the CONSULTANT has passed both the evaluation for the Technical and Financial documents;

WHEREAS, the End-user with the assistance of the NMBAC, engaged in formal negotiations with the CONSULTANT as regards the other terms, conditions and technicalities of the DES Project, the approval of which is contained in NMBAC Resolution No. 2017-GSR-004. Upon post-qualification and careful examination, validation and verification of all eligibility, technical and financial requirements submitted by the CONSULTANT, the same was found responsive to all the requirements, under the Terms of Reference and other relevant Bidding Documents;

WHEREAS, the NMBAC through its Resolution No. 2015-GSR-005, declared that the CONSULTANT is the Bidder with Single Rated and Responsive Bid for Consulting Services in relation to the DES Project and also recommended the award of DES Project contract to Digiscript Philippines, Inc. in joint venture with Philippine Geoanalytics, Inc., in the amount of Twenty Four Million Nine Hundred Thousand Five Hundred Fifteen Pesos and Ninety Two Centavos (Php 24,900,515.92). The said Resolution was duly approved by the Head of the Procuring entity, the Director IV of the National Museum;

WHEREAS, a Notice of Award dated February 10, 2015 was issued to the CONSULTANT and thereafter it posted a Performance security in accordance with Section 39 of the Revised IRR of R.A. No. 9184.

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the PARTIES hereto have agreed as follows:

### SECTION 1 CONTRACT DOCUMENTS

The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

- (a) General and Special Conditions of Contract;
- (b) Terms of Reference
- (c) Request for Expression of Interest;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Credit line issued by a licensed bank, if any;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;

- (l) Other contract documents that may be required by existing laws and/or the Entity.

## SECTION 2 SCOPE OF WORK

The DES Project shall consist of the following Scope of Work:

Output for the Detailed Engineering Studies shall be based on the following information:

### A. Research and Documentation Works

1. Thorough research covering all aspects of the historical fabric of the site and the structure within the identified historic ensemble shall be performed prior to the preparation of the Detailed Engineering Studies (DES).
2. Documentation works of all existing sound and damaged elements present within the site, structures, and their components shall be performed at all stages of the preparatory work for the DES. These shall also be done prior to, and after the performance of tests and investigation works. These documentation works shall be made in the *form of records, photographs, drawings and reports*.
3. Documentation by sketches and drawings of areas showing collapsed areas, cracks, fissures, splits and other structural and mechanical failures, including all areas where repair and interventions have been made on the structure particularly those present prior to the preparation of the DES, shall be accompanied by measurements and dimensions, specifying lengths, widths and depths of these areas;
4. Test shall be performed to determine the original composition of the materials and systems of construction of all structures and their components. In making decisions on alternative options involving recommendatory solutions to conservation issues, results of these tests shall be compared, analyzed and thoroughly studied before any alternative option is chosen.

### B. Investigation works

1. Information about the project as seen in the following:

1.1 Historical, cultural, social antecedent investigation as seen in original documents, Spanish titles, sketches, drawings, plans and photographs (if available), Torrens Certificate of Title (TCT).

1.2 Environmental Setting

1.2.1 Original setting and surrounding environment

1.2.2 Climate: relative humidity, temperature, rainfall, wind and velocity, etc.

1.2.3 Pollution: water, air, noise

1.2.4 Biodiversity: flora and fauna

1.2.5 Existing Condition: landscape and land use

1.2.6 Historical setting: related to other finds

1.3 Site Concept and other Archaeological Issues

1.3.1 Site Boundary

- Natural (geotopographical feature: river, land-slope, contour, lake, etc.)
- Cultural/ Man-made boundary
- Administrative (present administrative boundary, cadastral boundary)

1.3.2 Lay-out building/compound

1.3.3 Original land surface/ cultural floor and site elevation

- Stratigraphy
- Man-made floor
- Relative mean sea level elevation

1.4 Site Status

1.4.1 Zoning

- protected area (sanctuary area defined by law)
- buffer area (to buffer protected area)
- development area (facility area)

1.4.2 Landscape and land-use

- topography
- ownership, habitation & non-habitation land
- land function

1.4.3 Greenery

- present flora
- distribution of the flora

1.4.4 Ground condition (GPR Test)

- Soil and bedrock condition at maximum 15 meters depth of penetration

1.5 Policy and Management

1.5.1 Information on existing legislation regarding the site (regional, national and local legislation)

1.5.2 Information on traditional or unwritten norms, customs and traditions, ancestral domain characteristics, etc.

2. Thorough Building and Site audit by the performance of material sample testing and systems used in the structure. The following aspects of the structure shall be investigated:

2.1 General Behavior of the Structure

2.1 General characteristics of its actual state as seen in the following:

2.2.1 External Aspects

- Colors, texture, soundness
- Superficial Alterations
- Stains
- Problems related to Humidity
- Peeling and Building Areas
- Areas where the building materials have been lost
- Areas that collapsed

2.2.2 Protection

- Paints
- Plaster

2.2.3 Traumatic Alterations (caused by severe movement of the Earth)

- Cracks
- Fissures
- Breaks
- Movements
- Mechanical Behavior
- Thermal Behavior

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#### 2.3.5 Static Behavior of the structure

- Deformations
- Displacements
- Cracks and Fissures
- Variations in its physical dimensions
- Areas of (possible) collapse
- Warping, Bending and sagging
- Joints (Supports, Knots, Displacements and Disjoints, Assemblies)

#### 2.4 Function of the Building

- Previous, Actual and Future Use/ Function
- Type of Occupants

Information gathered from the investigation work should be thoroughly analyzed in order to come up with a complete diagnostic and prognostic report, which will become the basis for the recommendations of the Detailed Engineering Studies.

#### C. Recommendation Works:

The following information shall be generated from the above mentioned investigation works and these shall be the basis for the recommendations of the Detailed Engineering Studies.

#### CONTRACT PLANS AND SPECIFICATIONS

- g) Present Condition Plans (Architectural and Engineering Documentation Plans) in 20"x30" tracing paper and 1 set A3 copies.
  - Architectural plans (Existing site development plans, Floor Plans, sections, elevations and details)
  - Structural plans
  - Sanitary and water distribution plans
  - Plans of other utilities found in the structure
- h) Plans showing recommendations (Architectural and Structural Engineering Recommendations) in 20"x 30" tracing paper and 1 set A3 copies
- i) Documentation and investigation Reports detailing all information gathered during the investigation work
- j) Detailed Quantity and Cost Estimates
- k) Program of Work
- l) Electronic copy of the files

### SECTION 3 CONTRACT PRICE/PAYMENT

- 3.1 For the faithful and satisfactory performance by the CONSULTANT of the works stipulated in this Agreement and other contract documents, the MUSEUM shall pay the CONSULTANT the total sum of Twenty Four Million Nine Hundred Thousand Five Hundred Fifteen Pesos and Ninety Two Centavos (PhP 24,900,515.92) inclusive of 12% VAT in Philippine Currency;
- 3.2 The MUSEUM, may allow advance payment to the CONSULTANT in an amount equivalent to five percent (5%) of the contract amount to cover the cost of mobilization, to be paid within thirty (30) days after the issuance of the Notice to Proceed, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to the MUSEUM and of an amount equal to the advance payment. The advance payment shall be repaid by the CONSULTANT by deducting from his progress payments such sum as agreed upon by the Parties until fully liquidated within the duration of the contract; *AB*

- 3.3 As the content and duration of services, required output of the CONSULTANT are clearly defined, payments shall be linked to outputs (deliverables) and made through progress billings, upon completion of project milestones, submission of a request for payment and accomplishment reports accompanied by documents pursuant to the contract;
- 3.4 The MUSEUM shall ensure that all accounting and auditing requirements are met prior to payment. Only the portion of a claim that is not satisfactorily supported/accepted may be withheld from payment subject to the usual accounting and auditing rules and regulation;
- 3.5 Progress payments are subject to retention of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the CONSULTANT prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the MUSEUM, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed. The total "retention money" shall be due for release upon final acceptance of the works. The CONSULTANT may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds shall posted in favor of the Government and shall be valid for a period of one (1) year reckoned from the date of final acceptance of the Project by the MUSEUM;
- 3.6 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 MUSEUM. The Services shall be deemed completed and finally accepted by the MUSEUM and the final report and final statement shall be deemed approved by the MUSEUM as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the MUSEUM unless the MUSEUM, within such ninety (90)-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.
- 3.7 Any amount which the MUSEUM has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the CONSULTANT to the MUSEUM within thirty (30) days after receipt by the CONSULTANT of notice thereof. Any such claim by the MUSEUM for reimbursement must be made within twelve (12) calendar months after receipt by the MUSEUM of a final report and a final statement approved by the MUSEUM in accordance with the above.

**SECTION 4  
PERFORMANCE SECURITY**

- 4.1 To guarantee that the CONSULTANT shall faithfully perform its obligations under the contract and the contract documents, the CONSULTANT shall post a Performance security in favor of the MUSEUM denominated in Philippine Peso, and will be forfeited in the latter's favor, in the event it is established that the CONSULTANT is in default in any of its obligations under the contract and contract documents;
- 4.2 The amount of the Performance Security shall be in amount equal to a percentage of the total contract price in accordance with the following schedule:

FORM OF PERFORMANCE SECURITY	AMOUNT OF PERFORMANCE SECURITY (Equal to Percentage of the Total Contract Price)

a. Cash, or cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
b. Surety bond callable upon demand issued by any reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
c. Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

**SECTION 5  
LIQUIDATED DAMAGES FOR DELAY**

If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in this Contract and contract documents, the MUSEUM 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 of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the MUSEUM may consider termination of this Contract pursuant to General Conditions of Contract (GCC) Clause 27.

**SECTION 6  
OBLIGATIONS OF THE MUSEUM**

The MUSEUM shall:

- 6.1 Pay the CONSULTANT the contract price as provided for in Section 3 of this Contract and/or such other amounts to be paid for additional work items, incurred for variation orders, if any, within the prescribed period;
- 6.2 Attend to the needs of the CONSULTANT in connection to any of its undertaking in the Project, upon formal notice thereof;
- 6.3 Monitor the over-all performance of the CONSULTANT for the whole duration of this contract.

**SECTION 7  
OBLIGATIONS OF THE CONSULTANT**

The CONSULTANT shall:

- 7.1 Satisfactorily render, perform, deliver and complete the works as specified in this Contract and the Contract documents and undertake to perform the Services with the highest standards of professional and ethical competence and integrity;
- 7.2 Procure any materials, if necessary, and include the lead time for its ordering and receipt, and reasonably maintain substantial inventory of needed materials in its own warehouse. Tariffs, duties, taxes and all other payments to be made for the delivery of all materials shall be for the account of the CONSULTANT;
- 7.3 Provide storage compartments and facilities for its tools, equipment and materials to used and necessary for the DES Project;



- 7.4 Strictly follow the Schedule of work, which it has submitted and thereafter approved by the MUSEUM, for the early completion of the DES project as well as other related documents;
- 7.5 Give a written notice to the MUSEUM of any incident/accident transpiring during the performance and delivery of the services required under this contract, as soon as possible, which should not be later than twenty-four (24) hours from occurrence of the said incident/accident;
- 7.6 Take full responsibility over the conduct of its employees during the implementation of this contract. The main concern of the CONSULTANT shall be on the safety of its workers, the MUSEUM employees and all persons within the designated workplace;
- 7.7 If needed and upon written order from the MUSEUM, immediately cease/stop any work in progress and/or clear the area/s;
- 7.8 Provide a sufficient number of manpower to satisfactorily finish this contract and adequately trained personnel (and with the necessary license, in case of professionals who are required to possess a license for the practice of a profession) for the particular job and who are physically and mentally fit for each job assignment;
- 7.9 Provide all the necessary and mandated bonds within the required period. The CONSULTANT warrants that the work done and materials delivered shall be free from any kind of defect, one (1) year from the issuance of Certificate of Completion and Acceptance. If there is any delivered materials is found to be defective, the CONSULTANT shall replace the same;
- 7.10 Secure the necessary permits and clearances from concerned government agencies for the execution of the works as provided for in this contract and the contract documents. It shall also pay and settle any applicable tax and/or other levies in the performance of its services.
- 7.11 Exercise due diligence in carrying out its obligations under this contract.

**SECTION 8  
OWNERSHIP OF REPORTS AND DOCUMENTS**

The reports, drawings/plans, documents and materials compiled, prepared or produced in the course of the performance of the Services as regards the DES Project shall be the absolute properties of the MUSEUM and shall not be used by the CONSULTANT for purposes unrelated to the Contract without the prior written approval of the MUSEUM.

**SECTION 9  
CONFIDENTIALITY**

Except with prior written consent of the MUSEUM, the CONSULTANT, his successors, assignees and/or his legal representatives shall not disclose, communicate to any party nor make public any and all data, information, reports, documents obtained and/or produced in the course of the rendition of the consultancy services and/or as an incident thereof, and any recommendation formulated in connection with the same.

**SECTION 10  
EFFECTIVITY**

This Contract shall have force and effect of law on the date of CONSULTANT'S receipt of the Notice to Proceed (NTP). The DES Project shall be completed and all the required records, reports, documents and data as stated in this Contract and contract documents shall be delivered/submitted within One Hundred Twenty (120) calendar days. The said period shall start after five days from the date of receipt of NTP by the CONSULTANT.

**SECTION 11  
TERMINATION OF THE AGREEMENT**

- 11.1 The MUSEUM may, at any time, terminate this Contract by giving the CONSULTANT a written notice at least fifteen (15) calendar days before the intended date of termination. Upon pre-termination of this Contract, clause 31 of the General Conditions of Contract on Payment upon Termination shall be applied or a pro-rated settlement of services rendered by the CONSULTANT shall be made only up to the date of termination of its services. No payment shall be rendered by the MUSEUM if the ground for pre-termination of this Contract is due to the failure on the part of the CONSULTANT to comply with its obligation herein;
- 11.2 The MUSEUM reserves the right to cancel the Contract without necessity of judicial proceedings if, in its discretion, the CONSULTANT has:
- a) Violated any of the provisions, terms and conditions of this Contract;
  - b) Been found liable for committing acts constituting just or authorized causes for termination under the law; or
  - c) Been found liable for committing acts detrimental to the MUSEUM and/or its DES project.
- 11.3 The MUSEUM shall notify the CONSULTANT, in writing, of its failure to comply with the terms of the Contract and its contract documents. If the latter should fail to remedy the situation within five (5) calendar days from receipt of the notice, the MUSEUM shall terminate the Contract through a written Notice of Termination;
- 11.4 Within the fifteen (15)-day period contemplated under Section 11.1 or five (5) days from receipt of the Notice of Termination under Section 11.3, the CONSULTANT shall, without need of demand, turn over to the MUSEUM all documents and records which had been prepared and/or acquired in the course of the rendition of the consulting services.

**SECTION 12  
INDEPENDENT CONSULTANT**

- 12.1 It is understood that the CONSULTANT is an independent one, thus there is no employer-employee relationship between the MUSEUM and the CONSULTANT, and their respective employees and agents;
- 12.2 The CONSULTANT shall undertake the screening, recruitment and hiring of its personnel, who are under its direct control and supervision;
- 12.3 The CONSULTANT shall be the one to determine the amount of salaries and the manner of payment to its employees. It shall inform its employees that the MUSEUM has no responsibility for the payment of such salaries and other remuneration due them from the CONSULTANT.

**SECTION 13  
SUBCONTRACTING AND ASSIGNMENT**

- 13.1 The CONSULTANT shall not sub-contract any portion of this Contract without the MUSEUM's prior written consent. Any subcontracting arrangements made during contract implementation and not disclosed at the time of the bidding shall not be allowed;
- 13.2 The CONSULTANT shall not assign the contract, or any of its rights or obligations arising from this contract, to a third party, except with the MUSEUM's prior written consent.

**SECTION 14  
LIABILITY**

- 14.1 The CONSULTANT shall hold the MUSEUM free from any and all fines, penalties, losses, damages, claims, liabilities and litigation expenses incurred or suffered, on account of death, injury, loss and damage to persons and properties arising from the execution/implementation of this Contract and its contract documents;
- 14.2 The CONSULTANT shall at all times be directly responsible and liable for the enforcement of and compliance with all existing laws, rules and regulations particularly in respect of any and all claims brought by its personnel for the enforcement of the provisions of the Labor Code of the Philippines and other pertinent labor and social legislations. Pursuant hereof, the CONSULTANT holds the MUSEUM free and harmless from all such claims and liabilities;
- 14.3 The PARTIES shall not be liable for non-performance of any of the provisions of this Contract, if it is by reason of force majeure, such as but not limited to earthquake, flood, typhoon, cyclone, riot and civil disaster outside the control of a PARTY, or other cataclysmic phenomenon of nature, rain, wind, and flood. Other natural phenomenon of normal intensity for the locality shall not be construed as a force majeure and no reparation shall be made to a PARTY for the damages to the work resulting therefrom;

**SECTION 15  
NOTICES**

- 15.1 All notices, statements and requests hereunder shall be in writing and shall be personally delivered, or transmitted by registered mail, electronic mail or facsimile, to the other PARTY at the address stated above, unless a PARTY has informed the other in writing of its change of address, in which case said notices shall be sent to the new address;
- 15.2 Notice shall be effective upon receipt and receipt shall be deemed given: (a) 5 days after such notice has been mailed/deposited with the courier service or on the date of actual receipt thereof by the addressee as certified by the courier Service (b) on the date of personal service to a PARTY or its representatives, in the aforementioned address; (c) on the date when the electronic mail or facsimile was sent.

**SECTION 16  
AGREEMENT**

- 16.1 This contract and its contract documents constitutes the entire agreement and understanding between the parties, and shall supersede and replace all prior agreements and understandings, written or oral, relating to the matters set forth herein;
- 16.2 Any modification of this Contract and/or contract documents, or additional obligation assumed by either PARTY in connection with this Contract shall be binding only if evidenced in writing and signed by the PARTIES;
- 16.3 The invalidity of any part of this Contract and/or contract documents shall not affect the validity of any other part hereof. In the event that any provision of this Contract and/or contract documents is held to be invalid, the PARTIES agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both PARTIES subsequent to the deletion of the invalid provision/s.

**SECTION 17  
MISCELLANEOUS**

- 17.1 All acts and activities in the execution of the contract, shall in no manner contravene any existing government laws, rules and regulations and MUSEUM policies;

- 17.2 The MUSEUM may at any time, without invalidating this contract and with prior written notice and with conformity of the sureties, order extra work or make changes by altering, adding to or deducting from the work, where it is determined to be necessary as covered by the specifications and other documents pertinent to this contract and its contract documents and within the general scope thereof. The MUSEUM shall order, in writing, such changes and the CONSULTANT shall immediately proceed with the implementation of the written order, within two (2) days from receipt thereof;
- 17.3 The MUSEUM reserves the right to remove from or to refuse admittance to its premises or the place where the DES Project is to be undertaken, any person/s who is/are to perform the services, if in the judgment of the MUSEUM's authorized representative/s, is/are under the influence of alcohol, drugs or any intoxicating substance which is considered as illegal under Philippine law, or those who for other reason/s are not deemed to be capable of performing his required duties and responsibilities;
- 17.4 In no case shall the CONSULTANT and its personnel assist any person or entity in any action, suit or proceeding against MUSEUM, or any of its officials and employees sued or prosecuted in connection with the performance of its undertakings under this Contract;
- 17.5 It is understood that the failure of the MUSEUM to demand strict compliance with any or all the terms and conditions of this Contract and other contract documents shall not be considered as a waiver and/ or estoppel on the part of the MUSEUM for the enforcement of its rights in connection herewith and shall not be deemed as a waiver of any subsequent breach of the same or any other term and condition contained herein and the contract documents. No waiver by the MUSEUM or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the Head of the MUSEUM;
- 17.6 In interpreting and applying the terms and provisions of this Contract and other contract documents, no presumption shall be made against the PARTY that drafted such terms and conditions;
- 17.7 The CONSULTANT agrees and obligates to finally and unconditionally abide by the decisions of the MUSEUM in the interpretation and construction of any term, condition or stipulation contained in this Contract and other contract documents;
- 17.8 This Contract shall extend to and be binding on the respective successors-in-interest, administrators and assigns of the PARTIES.

**SECTION 18  
DISPUTE RESOLUTION**

- 18.1 If any dispute or difference of any kind whatsoever shall arise between the PARTIES in connection with the implementation of this Contract and its contract documents, the PARTIES shall make every effort to resolve amicably such dispute or difference by mutual consultation;
- 18.2 Any and all disputes arising from the implementation of this Contract and its contract documents shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 (or The Arbitration Law) and 9285 (or the Alternative Dispute Resolution Act of 2004), as required in Section 59 of the Revised IRR of R.A. No. 9184.

**SECTION 19  
VENUE OF ACTION**

Any and all actions arising from this Contract and other contract documents, which any party may institute, shall be brought EXCLUSIVELY before the proper court in the City of Manila. *AB*

**SECTION 20  
GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Philippines.

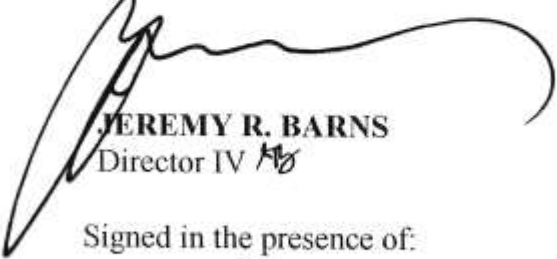
IN WITNESS WHEREOF, the parties hereto, have signed this Contract for the Detailed Engineering Studies (DES) of Heritage Structures declared as NCT/ICP in Bohol and Samar affected by calamities, at the City of Manila, Philippines, this 6th day of March 2015.

**NATIONAL MUSEUM**

**DIGISCRIP T PHILIPPINES INC. IN JOINT  
VENTURE WITH PHILIPPINE  
GEOANALYTICS INC.**

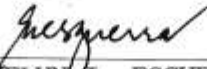
By:

BY:

  
**JEREMY R. BARN S**  
Director IV *AB*

  
**VICTOR CONRADO A. ALAMPAY**  
PRESIDENT

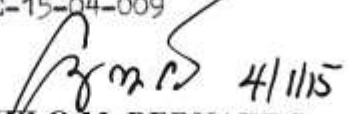
Signed in the presence of:

  
ARCH. EVELYN I. ESGUERRA  
Curator I/Head-FMDS - RED

  
**MARK K. MORALES**  
Technical Manager  
Philippine Geoanalytics Inc.

Certified as to availability of funds:

In the amount of Twenty Four Million Nine  
Hundred Thousand Five Hundred Fifteen Pesos  
and Ninety Two Centavos (PhP 24,900,515.92)  
SP/MOOE-15-04-009

  
**CONSUELO M. BERNARDO**  
Accountant III

*(Acknowledgement page follows)*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
City of Manila ) S.S.

BEFORE ME, Notary Public in the City of Manila personally appeared DIRECTOR IV JEREMY BARNS, with his Philippine Passport No. EB2271583 issued at Pasay City, on April 20, 2011 and VICTOR CONRADO A. ALAMPAY with his Passport No. EC0372585, issued at DFA NCR EAST, on FEB. 21, 2014 known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same are their free and act and deed.

This instrument consisting of Fourteen (14) pages, including the page on which this Acknowledgement is written, has been signed on the left margin on each and every page thereof by DIR. JEREMY BARNS and VICTOR CONRADO A. ALAMPAY and their witnesses, and sealed with my notarial seal.

APR 07 2015

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place first above-written. *HB*

*Victor Alampay*

*Henry D. Adasa*  
**ATTY. HENRY D. ADASA**  
Notary Public, City of Manila  
Comm. No. 2014-162 until Dec. 31, 2019  
S.C. Roll No. 28879  
**NOTARY PUBLIC**  
FRC Reg. No. 01/05/15 Gate MLA  
IBP No. 939450 01/05/15 Z.N.  
PTR No. 3824852/ 01/05/15 MLA  
UCLE Compliance No. 111-002348

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Series of 2015.

*me*

*[Signature]*

*[Signature]*