

CONTRACT FOR CONSULTING SERVICES FOR THE 2021 STAKEHOLDER SATISFACTION STUDY

THE PUBLIC IS INFORMED:

This **Contract** is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, duly authorized for this purpose under Item 178 of the revised Manual of Approval which was approved by the BCDA Board on 22 November 2017, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

MARKET RELEVANCE CORPORATION, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 1201 One San Miguel Condominium, Ortigas Center, Pasig City, represented herein by its designated representative, **RAINIER AUBREN M. SANTIAGO** duly authorized for this purpose as evidenced by a Secretary's Certificate dated 15 June 2021, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Consultant**".

Individually referred to as "Party" and collectively as "Parties".

ANTECEDENTS:

The Bases Conversion and Development Authority (BCDA) is an instrumentality of the government vested with corporate powers under Republic Act (RA) No. 7227, as amended mandated to transform and develop former military bases and properties into premier centers of economic growth. BCDA is committed to fulfill its mandate to its stakeholders and beneficiaries, particularly to its major stakeholder, the Armed Forces of the Philippines.

BCDA acknowledges the importance of stakeholder satisfaction as it pursues its mandate of development. By measuring stakeholder's feedback towards its programs and services, BCDA will be able to determine the aspects of its operation that requires improvement in order to effectively and efficiently perform and fulfill its mandate. One of BCDA's communication objectives is to create a *feedback mechanism* that will generate feedback from stakeholders which are vital in improving its performance and corporate reputation or image.

The technical expertise required in conducting a Stakeholder Satisfaction Survey (Project, for brevity) is not within the capabilities of BCDA's personnel. In order to fulfill its objectives, BCDA needs to procure the services of a consultant with the necessary qualifications and expertise to perform the Project.

BCDA decided to procure the said consultancy services under Section 53.9 of the revised IRR of RA 9184 through Small Value Procurement since the total project cost is less than the prescribed threshold of PhP1,000,000 for Government Owned and Controlled Corporations (GOCCs).

“Republic Act (RA) 10149 otherwise known as *Government Owned and Controlled Corporations (GOCC) Governance Act of 2011* directs all GOCCs to implement a customer satisfaction or stakeholder satisfaction surveys to be conducted by an independent third party organization in accordance with GCG Standards on the Conduct of Customer Satisfaction Survey.

In compliance to the conduct of the satisfaction survey, BCDA's Public Affairs Department (PAD) requested an authority from Bids and Awards Committee for Consultancy (BAC-C) to delegate to PAD the procurement of the Project. The Revised Implementing Rules and Regulations (RIRR) of RA 9184 known as “*Government Procurement Reform Act*” allows the procuring entity to resort to Small Value Procurement if it does not fall within the category of *shopping* under Section 52 of RIRR and the amount involved does not exceed One Million Pesos (PhP1,000,000.00) for NGAs, GOCCs, SUCs and Autonomous Regional Government. It also allows the conduct of Small Value Procurement to be delegated to the End-user upon proper authorization by the BAC through a Resolution approved by the Head of Procuring Entity.

On 4 May 2021, PAD endorsed to the BAC-C the procurement of consulting services for the BCDA 2021 Stakeholder Satisfaction Survey through Section 53.9 of RIRR on Small Value Procurement. BAC-C found merit and approved the recommendation of PAD and its request for delegated authority to undertake the procurement. A copy of the BAC-C Resolution No. BC2021-015 is hereto attached as **Annex “C”**.

A Request for Proposal (RFP) was sent to six (6) consultants of known qualifications. The said RFP was also posted to the websites of PhilGeps and BCDA.

The Consultant is one of the two (2) proponents to submit its qualifications and proposal to perform the Project, and communicated its willingness to provide the necessary expertise to BCDA.

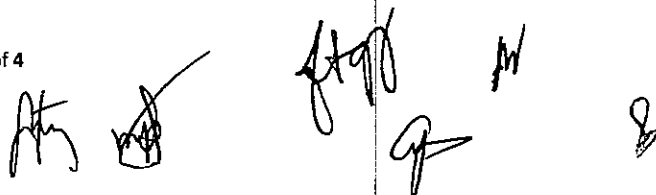
After thorough evaluation, validation and verification of the proposals submitted, it was found that the Consultant is competent and qualified to provide the consultancy services required by BCDA.

BCDA is desirous that the Consultant execute the CONTRACT FOR CONSULTING SERVICES FOR THE 2021 STAKEHOLDER SATISFACTION STUDY (hereinafter called “the Consulting Services”) and BCDA has accepted the bid for Pesos: **SEVEN HUNDRED NINETY-FIVE THOUSAND PESOS** (PhP795,000.00), inclusive of all applicable taxes, fees and other charges, by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

Pursuant to BAC-C Resolution No. BC2021-015, BCDA issued a Notice of Award of Contract for Consulting Services, subject to the Consultant's conforme.

ACCORDINGLY, the Parties agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The bottom of the page contains several handwritten signatures and initials in black ink. From left to right, there are two distinct signatures, followed by a series of initials and marks, including what appears to be 'M', 'G', and 'S'.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) General Conditions of Contract;
 - (b) Special Conditions of Contract;
 - (c) Terms of Reference;
 - (d) Request for Expression of Interest;
 - (e) Instruction to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid forms, including all the documents/statements contained in the Consultant's bidding envelopes, as annexes, and all other documents/statements submitted (e.g. bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the BCDA's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Consultant's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or BCDA.

3. In consideration of the consultancy services to be rendered by the Consultant, BCDA shall pay the Consultant the **Total Contract Price of SEVEN HUNDRED NINETY-FIVE THOUSAND PESOS (PhP795,000.00)**, inclusive of all applicable taxes, fees, and incidental expenses, upon the final acceptance and issuance of Certificate of Completion of the Project by BCDA.

4. In consideration of the amount to be paid to the Consultant, the Consultant binds itself to execute and complete the Project in accordance with the requirements by BCDA and to remedy any defects in conformity with the provisions of this Contract, including RA 9184 and its RIRR. Likewise, BCDA agrees to pay the Consultant the Contract Price or such other sum as may become payable under the provisions of this Contract, including RA 9184 and its RIRR.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

Aileen Anunciacion R. Zosa

AILEEN ANUNCIACION R. ZOSA
Executive Vice President

Public Affairs Department



AB2021 - 0420

Rainier Aubren M. Santiago

RAINIER AUBREN M. SANTIAGO
Authorized Representative

Signed in the presence of:

Leilani Barlongay-Macasaet

LEILANI BARLONGAY-MACASAET
VP, Public Affairs Department

Marielle Regine S. De Asis

MARIELLE REGINE S. DE ASIS
HR ADMIN OFFICER

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

Name	Government Issued ID	Date/Place Issued
AILEEN ANUNCIACION R. ZOSA	Passport No. <u>P0189020B</u>	DFA Manila <u>/10 Jan. 2019</u>
RAINIER AUBREN M. SANTIAGO	<u>UMID ORN-041-0432123-1</u>	

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signature confirm their own free acts and the entities they represent.

SIGNED AND SEALED on AUG 03 2021 in Taguig City, Philippines.

Doc. no. 392
Page no. 80
Book no. 02
Series of 2021.

MCS
ATTY MARICEL C CORONACION-SANTOS
 NOTARY PUBLIC FOR AND IN TAGUIG CITY
 NOTARIAL COMMISSION UNTIL DECEMBER 31 2021
 ROLL OF ATTORNEYS NO 63834
 IBP NO 1492918 1-07-2021 RIZAL
 PTR NO A-5064446 1-07-2021 TAGUIG CITY
 MCLE COMPLIANCE NO VI-0014157 05 NOV 2018

**CONSULTING SERVICES
FOR THE 2021 BCDA STAKEHOLDER SATISFACTION STUDY
Terms of Reference (TOR)**

I. RATIONALE

The Bases Conversion and Development Authority (BCDA) is an instrumentality of the government vested with corporate powers under Republic Act (RA) No. 7227, as amended, mandated to transform and develop former military bases and properties into premier centers of economic growth. BCDA is committed to fulfill its mandate to its stakeholders and beneficiaries, particularly to its major stakeholder, the Armed Forces of the Philippines (AFP).

BCDA acknowledges the importance of stakeholder satisfaction feedback as it pursues its mandate of development. By measuring stakeholders' feedback toward its programs and services, BCDA has the basis for necessitating continuous improvements in its operations and services. Among BCDA's communication objectives is to create a feedback mechanism among its stakeholders on BCDA's performance to keep its corporate reputation and image in check.

This will be done through the conduct of the BCDA 2021 Stakeholder Satisfaction Study—otherwise known as the Customer Satisfaction Survey as required by the Governance Commission for Government Owned or Controlled Corporations (GCG)—which entails scholarly research on the satisfaction level of stakeholders towards BCDA, including its programs, projects and staff.

Under GCG Memorandum Circular (M.C.) No. 2012-07 or the Code of Corporate Governance, GOCCs are required to ensure integrity in dealing with customers; operate a highly effective and efficient organization, focused on meeting customer objectives; and operate policies of continuous improvement, of both processes and the skills of the staff to ensure that it continues to add value to its customers' undertakings.

The survey is one of the performance indicators under GCG's Performance Evaluation System (PES) 3 and is one of the monitoring tools to measure how GOCCs relate with their customers as this provides tangible and verifiable data on how GOCCs deliver their services.

It is imperative that the BCDA 2021 Stakeholder Satisfaction Study be conducted and interpreted by independent third party research professionals and experts and presented in relation to baseline or results of previous BCDA Stakeholder Satisfaction Studies.



II. BACKGROUND

The conduct of the BCDA 2021 Stakeholder Satisfaction Study, otherwise known as the Customer Satisfaction Survey, is guided by the following:

A. Republic Act No. 10149 (RA No. 10149): "GOCC GOVERNANCE ACT OF 2011"

"An act to promote financial viability and fiscal discipline in government-owned or -controlled corporations and to strengthen the role of the state in its governance and management to make them more responsive to the needs of public interest and for other purposes"

The Act maintains that the State recognizes the role of GOCCs in achieving sustainable and inclusive growth in aid of economic development. With this recognition is the need for the State to ensure that the operations of GOCCs are rationalized and monitored centrally so that assets and resources are used efficiently; that the governance of GOCCs is carried out in a transparent, professional, fully accountable manner and with competence; and that a reporting and evaluation system is enforced.

Republic Act (R.A.) No. 10149 mandates the GCG to establish a performance evaluation system (PES) which shall apply to all GOCCs in general and to the various GOCC classifications. RA 10149 mandates GCG to actively exercise the State's ownership rights through the institutionalization of the PES.

B. Executive Order 605, s. 2007

"INSTITUTIONALIZING THE STRUCTURE, MECHANISMS AND STANDARDS TO IMPLEMENT THE GOVERNMENT QUALITY MANAGEMENT PROGRAM, AMENDING FOR THE PURPOSE ADMINISTRATIVE ORDER NO. 161, S. 2006"

EO 605 directs: "All departments and agencies...to adopt the ISO 9001:2008 Quality Management Systems as part of the implementation of a government-wide quality management program. The quality management systems shall be certified for demonstrated conformity with ISO 9001:2008 and the applicable Government Quality Management Systems Standards (GQMSS), with priority to be given to frontline services."

C. ISO 9001:2015

ISO 9001:2015 is the latest version of ISO 9001:2008. According to the website of the International Organization for Standardization (www.iso.org), "ISO 9001:2015 specifies requirements for a quality management system when an organization:

- a. needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements; and

- b. aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.”

D. Standard Guidelines and Recommendations of the GCG:

- a. GCG Memorandum Circular (M.C.) No. 2013-02 establishes the Performance Evaluation System for the GOCC Sector / Performance Evaluation System Guidebook

The (GCG) created a Performance Evaluation System which discusses extensively on the Social Impact Perspective, which “refers to the national and community-wide impact (socio-economic) of the services delivered by the GOCC.” It further explains though that “the GOCC may or may not include a social impact perspective if its social impact cannot be differentiated from its outcome in the stakeholder perspective.”

In order to measure the stakeholders’ perspective on the effectiveness of service delivery by the GOCC, the GCG directs all GOCCs to implement customer and/or stakeholder satisfaction surveys conducted by independent third parties from the private sector.

Surveys should test the level of satisfaction in any of these areas:

Themes	Description
1. Timeliness	Rate of the delivery of services done within agreed timeframes
2. Ease of Access	Rate of understanding of services provided and how to access the service (Service delivery channels and channel preferences)
3. Staff	Rate staff in terms of: Knowledge, Understanding client needs, helpfulness and if easy to work with
4. Quality	Rate the quality of service (delivered to expectations)
5. Outcome	Rate the outcomes achieved or meeting certain requirements
6. Overall Satisfaction	On a scale of X, how satisfied are you with the service provided by the GOCC?

The Performance Evaluation System Guidebook can be accessed via:
<https://gcg.gov.ph/files/ONzRUkhMxaipEfjfn8b6.pdf>

- b. Guidebook for GOCCs Enhanced Standard Methodology for the Conduct of the Customer Satisfaction Survey (Starting 2020)

The Guidebook refers to the standard methodology and guidance on data gathering methods, sampling procedure, data collection and administration of the data collection instrument, data processing, analysis, formulation of the project team and documentation.

The Guidebook can be accessed online via:
<https://gcg.gov.ph/files/0Pcv1VVgGf08JtLrlmIE.pdf> .

- c. Survey questionnaires for the Conduct of Customer Satisfaction Survey Starting 2020.

The GCG transmitted survey questionnaires for business organization customers of BCDA. The GCG requires strict adherence to the guidelines in the implementation of the annual customer survey. Modification or alteration of the transmitted questionnaires is prohibited. GOCCs however may add questions specific to their services in accordance with guidelines prescribed.

- d. Classifications of GOCCs According to Survey Methodology (Starting 2020)

Among respondents of BCDA to the Customer Satisfaction Survey are business organizations (foreign and local companies) and government agencies (e.g. AFP) as indicated in the GCG Classification. The prescribed methodology is telephone or face-to face interview. The Classification can be accessed online via <https://gcg.gov.ph/files/Kba69mewyrgfv6xS6k2O.pdf>

- e. GCG Memorandum Circulars

GCG MC No. 2012-07 or the Code of Corporate Governance

Under this circular, GOCC Governing Boards are required to: (a) Ensure integrity and honesty in dealings with customers and operate a highly effective and efficient organization, focused on meeting customer objectives with the aim of providing services which give fair value and consistent quality, reliability and safety in return for the price paid for the same. (b) Operate policies of continuous improvement, of both processes and the skills of the staff, to take best advantage of advances in all aspects of society in order to ensure that it continues to add value to its customers' businesses.



Under these circulars, the Performance Evaluation System is discussed. GCG made it mandatory for GOCCs to conduct an annual Customer Satisfaction Survey (CSS) as one of the performance indicators under the said Performance Evaluation System (PES). The CSS serves as one of the monitoring tools to measure how GOCCs relate with their customers as this provides tangible and verifiable data on how GOCCs deliver their services.

f. Additional Guidelines in the Conduct of the Customer Satisfaction Survey (CSS) for 2020 in the GOCC Sector (14 August 2020)

The GCG extends the applicability of the previously issued Notice to All GCG Stakeholders dated 14 August 2020 with subject "Additional Guidelines in the Conduct of the Customer Satisfaction Survey (CSS) for 2020 in the GOCC Sector" to the conduct of the CSS for 2021.

The notice was issued considering that the COVID-19 pandemic is still ongoing and is still causing uncertainties in the capacity of the GOCCs to fully comply with the requirements of the Enhanced Standard Methodology for the Conduct of the Customer Satisfaction Survey.

III. BUDGET:

The Approved Budget of the Contract (ABC) is **Eight Hundred Thousand Pesos Only (Php800,000.00)**, inclusive of all applicable government taxes and fees and incidental expenses.

IV. OBJECTIVES:

The objectives of the Consulting Services for the Stakeholder Satisfaction Study are:

- A. To generate feedback from identified stakeholders of BCDA;
- B. To enable BCDA to measure its performance in delivering its service to stakeholders based on satisfaction metrics and the variables identified by GCG— Timeliness; Ease of Access; Staff; Quality; and, Outcome;
- C. To provide benchmarks and identify specific actions that BCDA can take to improve its performance and incorporate these as part of strategic planning;
- D. To help identify organizational risks and opportunities guided by ISO 9001 standards;
- E. To comply with good governance conditions prescribed by the GCG and ISO 9001 standards.



V. SCOPE OF WORK/TECHNICAL SPECIFICATIONS AND DELIVERABLES:

- A. The CONSULTANT shall perform research, data gathering, data processing, analysis and assessment for the BCDA 2021 Stakeholder Satisfaction Study, in accordance to the Guidebook for GOCCs Enhanced Standard Methodology for the Conduct of the Customer Satisfaction Survey (Starting 2020) and the Classifications of GOCCs According to Survey Methodology (Starting 2020),” which forms part of the Terms of Reference (TOR). The study shall include the following activities:
1. Development of the research design and methodology based on Guidelines of the Governance Commission on GOCCs (GCG). The Consultant shall submit the research design and methodology, subject to BCDA review and approval prior to implementation;
 2. Development of the study based on:
 - a. Baseline data provided by previous BCDA Stakeholder Satisfaction Studies;
 - b. Performance measures and good governance conditions prescribed by the GCG; and,
 - c. ISO 9001:2015 standards.
 3. Design, formatting and reproduction of research instruments compliant with the Guidelines of the GCG, subject to review and approval of BCDA;
 4. Conduct of research sampling and data-gathering methods that are compliant with the Guidelines of the GCG and can adequately cover the objectives of the BCDA Stakeholder Satisfaction Study;
- B. The CONSULTANT shall perform data collection and data processing necessary for the BCDA 2021 Stakeholder Satisfaction Study based on the Guidebook for GOCCs Enhanced Standard Methodology for the Conduct of the Customer Satisfaction Survey (Starting 2020), the Classifications of GOCCs According to Survey Methodology (Starting 2020) and the GCG-transmitted survey questionnaires for the Conduct of Customer Satisfaction Survey as attached, as part of the TOR. The study shall include the following activities:
1. Employment of appropriate sampling method prescribed in the GCG Guidelines. Probability sampling in identifying the respondents based on customer universe provided by BCDA. The employment of purposive sampling may include multi-stage random sampling, systematic random sampling, and cluster sampling to ensure that the sample is representative of the customer population of BCDA;
 2. Data collection shall be done by trained field interviewers using a structured pen and paper questionnaire following GCG’s prescribed methodology;

3. Attendance in meetings and conduct of interviews by trained field interviewers using a structured pen and paper questionnaire, site visits and survey implementation (guided or online) in BCDA's areas of operations such as Pampanga, Tarlac, Bataan, La Union, Baguio and Metro Manila shall be part of the data gathering activities;
 4. Correspondence with respondents in the most professional manner, and pursued using the most appropriate form (i.e. formal communication, online communication, among other proper channels);
 5. Processing of existing data for report preparation in aid of determining satisfaction of stakeholders within the prescribed period of the study;
 6. Utilization of data collection instruments through a structured pen and paper questionnaire to ensure consistency all throughout the project and with the least possible interviewer bias. The questionnaire may be composed of two (2) sections :
 - a. Screener
 - b. Main questionnaire
 7. Determine and report to BCDA the overall satisfaction/dissatisfaction rating, the reasons for the satisfaction/dissatisfaction rating and the factors contributing to the satisfaction/dissatisfaction rating ;
- C. The CONSULTANT shall perform data analysis and provide recommendations for consideration of top management in pursuing its plans and programs for stakeholders—guided by GCG Guidelines and the ISO 9001: 2015 standards.
1. Comparative analysis with previous results shall be made part of the new study, as applicable.
 2. Analysis of survey results shall be based on the analysis plan provided in the GCG guideline. The analysis should include a reading of the following segments:
 - a. Total
 - b. By area (for nationwide coverages)
 - c. By customer type
 1. General public
 2. Businesses
 - d. By type of service availed
 - e. By rating
 1. Positive raters
 2. Negative raters
 3. Preparation of in-depth and comprehensive recommendations—focused on the needs of stakeholders.

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- D. The CONSULTANT shall prepare, present and submit to BCDA top management the BCDA Stakeholder Satisfaction Study with supporting comprehensive reports, based on GCG guidelines and BCDA requirements.
- E. The CONSULTANT shall conduct a two-part study to give an overall picture of stakeholder satisfaction rating and feedback from BCDA's various stakeholders apart from those identified by GCG.
1. The first phase shall focus on the GCG-prescribed guidelines, requirements and recommended respondents (business partners, government officials, etc.). The results of the first phase of the study shall be submitted to the GCG on January 30, 2022.

The GCG provided a list of required documents for submission per activity:

ACTIVITY	DOCUMENT FOR SUBMISSION	DUE
Project Implementation	Supervision/Observation Report Fieldwork Progress Report	Quarterly Monitoring Report
Back-checking & spot checking	Back-checking and Spot-checking Report	Quarterly Monitoring Report
Data processing	Spot-checking Report for Data Processing Data Quality Control Report	Annual Accomplishment Report
Analysis	Final Report	Annual Accomplishment Report

The following analyses are the minimum required information to be presented in the Final Report:

- a. Data-gathering methodology (i.e. sampling procedure, total primary customers, sample size used, survey methodology, frequency of data collection)
- b. Percentage of satisfied customers using Top 2 Box (Very satisfied and Satisfied)
- c. Averaging of the Overall Satisfaction Rating
- d. Comparison of Current Year Ratings versus previous year ratings

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- e. Crosstabs of the reasons for overall satisfaction rating against type of raters (positive and negative) to determine the Top Reasons for Satisfaction and top reasons for dissatisfaction
 - f. Deriving Importance (Note: Not applicable to customer types with sample size of $n \leq 30$)
 - g. Plotting in a scatter diagram
2. The second phase shall include other BCDA stakeholders, as identified in previous studies.
- F. The CONSULTANT shall adhere to agreed timelines.
- G. The CONSULTANT shall shoulder the compensation of the project team and support staff that will be engaged for the conduct of the Study, as well as the expenses for meals, transportation, and additional accommodation, if in case the BCDA staff house is unavailable on required dates.

VI. METHODOLOGY

- A. The prospective CONSULTANTS shall be evaluated based on a Quality-Cost Based Evaluation (QCBE) as prescribed in Section 33.2.1.B of the IRR of RA 9184.
- B. Each CONSULTANT shall submit its technical and financial proposals simultaneously in separate sealed envelopes.
- C. The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in Section 33.2.2 of the IRR of RA 9184. Only the financial proposals of consultants who meet the minimum technical score of 70% shall then be opened.
- D. The financial proposal will be computed in the following manner:
1. The CONSULTANT with the lowest financial proposal gets 100 points.
 2. The scores of the other CONSULTANTS will be computed using the formula:

$$S_f = 100 \times F_1/F$$

Where S_f is the financial score, F_1 is the lowest financial proposal and F is the financial proposal for consideration.

- E. The weight of the technical criteria together with the weight given to the financial proposal shall add to one hundred percent (100%).

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- F. Each CONSULTANT shall be evaluated according to BCDA's Criteria for Determining the Highest Rated Bid. Shown below are percentage values for the financial proposal and the technical proposal and the breakdown of values.

Evaluation Criteria	Weight	Minimum Technical Score
Technical Proposal	85%	
Applicable Years of Experience of the Consultant/Firm (20%)	20%	
Similar projects completed (20%)	20%	
Qualification of personnel who shall be assigned to the project (20%)	20%	
Research Design (40%)	40%	
Financial Proposal	15%	
TOTAL SCORE	100%	70%

The Minimum Technical Score of 70% should be met.

- G. The average score of each qualified CONSULTANT's technical proposal will be multiplied with the percentage value allowed as weight for Technical Proposals. The score earned by each CONSULTANT's financial proposal will also be multiplied with the percentage value allowed as weight of the Financial Proposal. The sum of both products becomes the total score of each CONSULTANT. The formula is shown below:

$$S = S_t \times T\% + S_f \times F\%$$

Where S is the Total Score; S_t is the technical score; S_f is the financial score; T is the weight given to the Technical Proposal and F is the weight given to the Financial Proposal.

- H. CONSULTANTS shall then be ranked in descending order based on the combined numerical ratings of their technical and financial proposals, from which the highest rated bid will be identified.
- I. The financial proposals shall not exceed the approved budget for the contract and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.
- J. The conduct of Small Value Procurement for the Consulting Services for the BCDA 2021 Stakeholder Satisfaction Study may be delegated to the Public Affairs Department (end-user unit) as duly authorized by the Bids and Awards Committee for Consultancy. This is in accordance with Section 2(c) of the Guidelines for Shopping and Small Value Procurement by the

Government Procurement Policy Board (GPPB) and Annex H of the IRR 9184.

- K. For recording and monitoring purposes, all awards shall be immediately reported with all supporting documents to the Head of the Procurement Entity, through the BAC-C, to ensure compliance with all the conditions and requirements provided for under R.A. 9184, its IRR and related guidelines.

VII. MINIMUM QUALIFICATIONS OF THE CONSULTANT

- A. The CONSULTANT must strictly be a reputable research and/or communications firm which has been in operations for at least two (2) years. In the case of joint ventures, the lead consulting firm should have at least two (2) years of business operation.
- B. The research team must be composed of the following four (4) key members: **OVERALL PROJECT MANAGER, RESEARCH EXECUTIVE, DATA PROCESSING MANAGER AND FIELD MANAGER.**
- C. The identified members of the proposed research team must have at least three (3) years experience in communications research as related to his function in the team.
- D. The identified members of the proposed research team must have handled at least three (3) research projects which are similar in nature to the requirement (e.g. evaluative research, survey, stakeholder relations studies, etc.) in a capacity related to his/her function in the team.
- E. The CONSULTANT must provide the necessary manpower support for the conduct of the BCDA 2021 Stakeholder Satisfaction Study, as required in the GCG guideline.
- F. The CONSULTANT must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements. The CONSULTANT is mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.
- G. The CONSULTANT shall be assessed based on the most favorable compliance with the criteria.



VIII. REQUIREMENTS

A. Technical Proposal:

The CONSULTANT is required to submit the following documents described in Annex H of the Revised IRR of RA 9184 under "Appendix A: Documentary Requirement of Alternative Methods of Procurement as bases for technical evaluation by BCDA.

Annex A: **Valid and current Mayor's Permit (city or municipal)/ Municipal License**, where the principal place of business of the prospective bidder is located.

Annex B: **Valid Tax Clearance**

Annex C: **PhilGEPS Registration Number**

Annex D: **Company Profile**

Annex E: **List of similar ongoing and completed projects of the firm from June 4, 2019 to present** (*Technical Proposal Form 1*)

Annex F: **CV of Consultant's Assigned Key Team Members**
Each CV should show the length of experience and a list of ongoing and completed projects handled from June 4, 2019 until the present (*Technical Proposal Form 2*)

Annex G: **Research Design & Methodology**
1) Research context
2) Researcher's Roles
3) Methodology,
4) Sampling Strategy
5) Data collection,
6) Data Processing & Analysis
7) Timeline

Annex H: **Omnibus Sworn Statement** (*Technical Proposal Form 3*)

Annex I: **2020 Income/Business Tax Return**

B. Financial Proposal :

The CONSULTANT is also required to submit its **Financial Proposal in a separate sealed envelope**. The financial proposals shall not exceed the

approved budget for the contract and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws. Only the financial proposals of the consultants who meet the minimum technical score of 70% will be opened.

C. Sealing of Proposal:

The CONSULTANT shall enclose its technical proposal and other documentary requirements (Annexes A to H) in one sealed envelope marked "TECHNICAL PROPOSAL," and the financial proposal in another sealed envelope marked "FINANCIAL PROPOSAL." Both envelopes will be enclosed in an outer envelope marked "BIDDING PROPOSAL FOR CONSULTING SERVICES FOR THE BCDA 2021 STAKEHOLDER SATISFACTION STUDY."

IX. TERMS OF PAYMENT

For the services rendered under the Contract, the CONSULTANT shall be paid the maximum amount of Eight Hundred Thousand Pesos (Php800,000.00), or the total amount indicated in the bid but not higher than the ABC, which is inclusive of all applicable taxes, fees and incidental expenses.

The CONSULTANT shall be paid in the following terms:

20% upon approval of the survey questionnaire

30% upon completion, submission to and acceptance by BCDA of the report on Phase 1 of the study

50% upon submission to and acceptance by BCDA of the Final Report on the BCDA 2021 Stakeholder Satisfaction Study.

X. LIQUIDATED DAMAGES

The CONSULTANT obligates itself to perform and complete all the Services within the period specified in Annex "C" beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the CONSULTANT fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the CONSULTANT in an amount equal to one-tenth of one percent (1/10 of 1%) of the total Contract price minus the value of the completed portions of the Contract certified by BCDA for each calendar day of delay until the Services are completed.

XI. SERVICES

A. Standard of Service

The CONSULTANT shall fulfill its obligations under the Contract by using its technical expertise and according to the best-accepted professional and industry



standards. The CONSULTANT shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the CONSULTANT shall provide additional personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the CONSULTANT in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The CONSULTANT shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract.

B. Confidentiality Clause

The CONSULTANT shall hold and maintain confidential all materials and information which shall come into its possession, or knowledge in connection with the Contract or its performance, and not to make use thereof other than for the purpose of the Contract.

After the completion or termination of the Contract, all materials, data, proprietary information and other related documents provided to the CONSULTANT and which have been derived in relation to and as a consequence of the implementation of the Contract, shall be immediately turned over to BCDA without need of demand.

The CONSULTANT undertakes that it shall make appropriate instructions to its employees who need to have access to such information and materials to strictly observe the confidentiality thereof.

The CONSULTANT shall likewise oblige the supplier/service provider to be bound by this confidentiality.

The obligation of the CONSULTANT under this Section shall remain effective even after the termination of this Contract.

Any violation of this Article by the CONSULTANT shall make him liable to BCDA for the penalty equal to ten percent (10%) of the total consideration stipulated herein.

C. Reservation Clause

BCDA has the right to reject any and all bids, declare a failure of bidding, or award the contract in the following situations:

1. If there is prima facie evidence of collusion between officers or employees of BCDA, or between the BAC or any of its members and any of the bidders, or if the collusion is between or among the bidders themselves, or

between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

2. If the BAC found to have failed in following the prescribed bidding procedures; or,
3. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of BCDA, as follows:
 - a. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by BCDA;
 - b. If the project is no longer necessary as determined by BCDA;
 - c. If the source of funds for the project has been withheld or reduced through no fault of BCDA.

D. Corrupt, Fraudulent, Collusion and Coercive Practices

Any attempt by a bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction as remedies provided by law.

XII. CONTRACT TERM

This Contract shall become effective for a period of six (6) months commencing from the date stated in the Notice to Proceed until the approval of the Final Report by BCDA.



General Conditions of Contract

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) "Consultant" refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
- (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
- (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) "Effective Date" means the date on which this Contract comes into full force and effect.
- (f) "Foreign Currency" means any currency other than the currency of the Philippines.
- (g) "Funding Source" means the entity indicated in the **SCC**.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Philippines (GoP).
- (j) "Local Currency" means the Philippine Peso (Php).

- (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
- (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.
- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

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2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

[Handwritten signatures]

6. Consultants and Affiliates Not to Engage in Certain Activities

- 6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.
- 6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the **SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions



agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

15.2 Notice shall be deemed to be effective as specified in the **SCC**.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.



17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

19. Currency of Payment

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.



21. Insurance to be Taken Out by the Consultant

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25. Force Majeure

25.1 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all



reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

25.3 Unless otherwise agreed herein, force majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
- (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
- (c) insufficiency of funds or failure to make any payment required hereunder; or
- (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.

25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.

25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.

25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the



Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to

perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;



- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

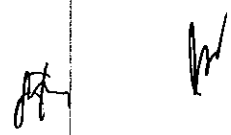
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- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and



(iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring



Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:


- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses
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51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.



36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

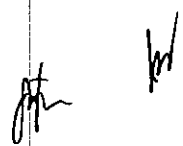
- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;

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- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

39. Personnel


- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

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- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract

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implementation shall not be considered as part of the working hours.

- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.



- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance

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security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;

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- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

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50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable

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Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

52. Contract Cost

52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.

53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.

53.5 Billings and payments in respect of the Services shall be made as follows:

- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

- 54.1 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 Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, 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.
- 54.2 Any amount which the Procuring Entity 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 Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring

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Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.

55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.



55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity 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 Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Special Conditions of Contract

GCC Clause		
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2021 Corporate Budget of the Bases Conversion and Development Authority (BCDA).</p>	
6.2(b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised BCDA under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>	
7	<p>The Member in Charge is</p> <p>LEILANI BARLONGAY-MACASAET</p> <p><i>Vice President for Public Affairs</i> <i>Bases Conversion and Development Authority</i> <i>31st Street corner 2nd Avenue, Bonifacio Global City, Taguig</i></p>	
8	Not Applicable.	
10	<p>No further modifications of the terms and conditions of the contract shall be allowed except upon written agreement of the parties. It shall be understood that any modification shall not substantially affect and alter the terms and conditions previously agreed by the parties.</p>	

12	<p>The Authorized Representatives are as follows:</p> <p>For BCDA: AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>For the Consultant: RAINIER AUBREN M. SANTIAGO Authorized Representative</p>	
15.1	<p>The addresses are:</p> <p>BCDA : Bases Conversion and Development Authority Attention : AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>Address : BCDA Corporate Center 2nd Floor Bonifacio Technology Center 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City</p> <p>Facsimile : (02) 8816-0996</p> <p>Consultant : Market Relevance Corporation Attention : RAINIER AUBREN M. SANTIAGO Address : Unit 1201 One San Miguel Condominium Ortigas Center, Pasig City</p> <p>Contact Numbers : (02) 86877173; (02) 84705011 Email Address : rainsantiago@gmail.com</p>	
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) In the case of personal delivery or registered mail, on the date of delivery; or</p> <p>(b) In the case of facsimiles, within one (1) hour from confirmation of the transmittal of documents.</p>	
18.3	No further instructions.	
19	No further instructions.	
20	No additional provision.	
22	None.	
24	The contract shall terminate upon issuance of the certificate of completion to the Consultant.	

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34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	All deliverables indicated in the Terms of Reference and all other documents and electronic files that shall be prepared by the Consultant during the course of its Services shall become and remain the property of BCDA.
38. (d)	No additional provision.
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by BCDA, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further modification.
42.4(c)	No additional provision.
52.1	The total ceiling amount is SEVEN HUNDRED NINETY-FIVE THOUSAND PESOS (PhP795,000.00) , inclusive of all applicable taxes, fees and incidental expenses.
52.2	No further modification.
53.2	No additional provision.
53.4	Not applicable.
53.5(a)	Advance payment to the Consultant shall not be allowed.
53.5(c)	No interest shall accrue for delayed payments.
55.6	No further modification.

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	BASES CONVERSION AND DEVELOPMENT AUTHORITY	Page No. Page 26
	Manual of Approval	Issue No. 002
		BOD Approval Date 22 Nov. 2017

No.	Item	Upon Recommendation of, thru EVP/COO
	of Consulting Services	
161	Disposal through public bidding of Movable Properties considered unserviceable and serviceable but no longer needed as well as scrap materials (including authority to enter into negotiated sale) with an agency Appraised Value of above P10 Million	Disposal Committee/BAC for Disposal of unserviceable properties
162	Annual Physical Inventory Report of movable properties	Annual Inventory Committee/PPMD

FOR APPROVAL OF THE EXECUTIVE VICE PRESIDENT

No.	Item	Upon Recommendation of
	BUSINESS MANAGEMENT (covers BCDA assets/properties and assets/properties under BCDA administration, supervision, and disposition)	
163	Permits and licenses for utilities requiring the approval of BCDA	BDOG Head
	FINANCE MANAGEMENT	
164	Realignment of budget P3 Million and below, summary of approved realignments shall be reported to BOD on a quarterly basis	BD Head/FSG Head
165	Request for issuance of Heritage Park Certificates	TID Head
	LEGAL REVIEW	
166	Transmittal letter to OGCC for Contract Review/Approval/Legal Opinion (Signing)	GC
	SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING	
167	Issuance of second letters for violations of the JV contract, COL and other business contracts	SAPMD Head
168	Communication to the Utility and Facility Operator in SCTEX on infractions, violations, and/or non-compliance (Signing)	SAPMD Head
	CORPORATE AFFAIRS	
169	Corporate Social Responsibility (CSR) Projects with a budget of below P500,000.00	CSG head
	ADMINISTRATIVE MATTERS	
170	Authority to pay/release regular BCDA benefits/incentives and benefits/incentives authorized by regulatory authorities/agencies (alternate of PCEO)	CSG Head

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No.	Item	Upon Recommendation of
171	Vacation/Sick/Privilege Leave, within the Philippines for 15 days or more for all positions	Concerned Department Head through ODMD and CSG Head
172	Vehicle assignment/deployment to a particular office; use of vehicle to an office or entity, government or private, internal or external	CSG Head
173	Rehabilitation Leave on job-related injuries for all positions	CSG Head
174	Conduct of seminars, trainings, team building, and physical fitness activities	CSG Head
175	Request for new provision of mobile data or wi-fi as well as post-paid line and cellcard for ranks SG 24 and below	Concerned Group Head
176	Filing/Submission of claims for Directors and Officers Liability Fund (DOLF)	DOLF Committee (based on DOLF policy)
177	Performance Ratings of Group Heads, subject to review by P/CEO	
178	<p>Procurement covered by R.A. 9184 and its revised IRR for Goods with an ABC of above ₱1 Million to ₱10 Million and below as well as for Consulting Services and Infrastructure with an ABC of ₱10 Million and below:</p> <ul style="list-style-type: none"> a. Authority to procure b. Approved budget for the contract (ABC) c. Terms of Reference (TOR) d. Award of Contract e. BAC Resolution on re-bidding, authority to enter into negotiated procurement, use of alternative methods of procurement and delegation of authority to the concerned end-user or to the Procurement Division (involving goods) to process procurement using the allowed alternative methods of procurement, if applicable f. BAC Resolution on the ranking of shortlisted bidder/s and declaration of highest rated bid (HRB) for the procurement of Consulting Services with an ABC of ₱10 Million and below g. Contract h. Cancellation/termination of procurement, award, or contract i. Amendment to Order above ₱1 Million to ₱10 Million and below for Goods 	<p>Group Head of end-user (a, b, c, g, h, i, and j)</p> <p>BAC (d, e, f, and h)</p>

CERTIFIED TRUE COPY

TINA ROSA N. VILLA
RECORDS MANAGEMENT OFFICER IV
SCDA RECORDS OFFICE

26 JULY 2021

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Handwritten signatures and initials

REPUBLIC OF THE PHILIPPINES)
PASIG CITY)S.S

SECRETARY'S CERTIFICATE
(Authority of Signatory)

I, ROSELLE NIKKA S. DIZON, of legal age, Filipino and with office address at U1201, One San Miguel Condominium, Ortigas Center, Pasig City, after having been sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of MARKET RELEVANCE CORP, a corporation duly organized, and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at U1201, One San Miguel Condominium, Ortigas Center, Pasig City;
2. I am the custodian of the corporate books and records of the Corporation, including the Minutes and Resolutions of its Board of Directors;
3. At the regular meeting of the Board of Directors of the said Corporation duly convened and held on June 14, 2021 at MRC Board room at U1201, One San Miguel Condominium, Ortigas Center, Pasig City, at which meeting a quorum was present and acting throughout, the following resolution was unanimously approved:

Resolution No: 2021-03

RESOLVED, that MARKET RELEVANCE CORP to participate in the bidding of 2021 Stakeholder Satisfaction Study the BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA); and that, if awarded the project, to enter into a contract with the BCDA; and in connection therewith hereby appoint RAINIER AUBREN M. SANTIAGO, acting as duly authorized and designated representative of MARKET RELEVANCE CORP granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent MARKET RELEVANCE CORP in the bidding.

RESOLVED, that RAINIER AUBREN M. SANTIAGO is authorized to sign and execute for and in behalf of the Corporation contracts, agreements, instruments, statements, reports, and other bid documents pertaining to the bidding of BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) with the following specimen signature and initial:

Name Initial	Position	Specimen Signature
<u>Rainier Aubren M. Santiago</u>	<u>Research Manager</u>	

RESOLVED FURTHER THAT, the MARKET RELEVANCE CORP:

- (1) Submits itself to the jurisdiction of the Philippine Government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

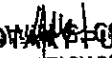
- The foregoing resolution has not been altered, modified, annulled, nor revoked; and that the same is now in full force and effect; and
- I am executing this Certificate for whatever legitimate purpose it may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 15th day of June 2021 at Pasig City.


ROSELLE NIKKA S. DIZON
Corporate Secretary

SUBSCRIBED AND SWORN to me, a Notary Public for and in Pasig City, personally appeared **ROSELLE NIKKA S. DIZON**, who has satisfactorily proven to me his/her identity through his/her UMID with CRN No. 0111-7354776-1 that he/she is the same person who executed and voluntarily signed the foregoing Secretary's Certificate which he/she acknowledged before me as his/her free and voluntary act and deed this _____ day of _____ at Pasig City.

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2ND FLOOR, ARMAL BLDG., URBANO
VELASCO AVE., MALIBU, PASIG CITY



BAC-C RESOLUTION NO. BC2021-015

NEGOTIATED PROCUREMENT THROUGH SMALL VALUE PROCUREMENT

**PROCUREMENT OF CONSULTING SERVICES FOR THE 2021 BCDA STAKEHOLDER
SATISFACTION STUDY**

WHEREAS, The Bases Conversion and Development Authority (BCDA) is an instrumentality of the government vested with corporate powers under Republic Act (RA) No. 7227, as amended, mandated to transform and develop former military bases and properties into premier centers of economic growth. BCDA is committed to fulfill its mandate to its stakeholders and beneficiaries, particularly to its major stakeholder, the Armed Forces of the Philippines (AFP).

WHEREAS, The Bases Conversion and Development Authority (BCDA) acknowledges the importance of measuring the organization's performance through stakeholders' feedback as prescribed by RA 10149 or the Government-Owned and -Controlled Corporation (GOCC) Governance Act of 2011;

WHEREAS, BCDA acknowledges the importance of stakeholder satisfaction as it pursues its mandate of development. By measuring stakeholders' feedback toward its programs and services, BCDA has the basis for necessitating continuous improvements in its operations and services.

WHEREAS, Among BCDA's communication objectives is to create a feedback mechanism among its stakeholders on BCDA's performance to keep its corporate reputation and image in check. This will be done through the conduct of the BCDA 2021 Stakeholder Satisfaction Study—otherwise known as the Customer Satisfaction Survey as required by the Governance Commission for Government Owned or Controlled Corporations (GCG)—which entails scholarly research on the satisfaction level of stakeholders towards BCDA, including its programs, projects and staff.

WHEREAS, Under GCG Memorandum Circular (M.C.) No. 2012-07 or the Code of Corporate Governance, GOCCs are required to ensure integrity in dealing with customers; operate a highly effective and efficient organization, focused on meeting customer objectives; and operate policies of continuous improvement, of both processes and the skills of the staff to ensure that it continues to add value to its customers' undertakings.

WHEREAS, The survey is one of the performance indicators under GCG's Performance Evaluation System (PES) 3 and is one of the monitoring tools to measure how GOCCs relate with their customers as this provides tangible and verifiable data on how GOCCs deliver their services.

WHEREAS, It is imperative that the BCDA 2021 Stakeholder Satisfaction Study be conducted and interpreted by independent third party research professionals and experts and presented in relation



to baseline or results of previous BCDA Stakeholder Satisfaction Studies.

WHEREAS, For 2021, the GCG has prescribed the methodology and instrument for the BCDA Satisfaction Survey. Among references are the Guidebook for GOCCs Enhanced Standard Methodology; their survey questionnaire as endorsed to the Office of Chairman Greg Garcia and President and CEO Vince Dizon last March 2, 2020; and the Additional Guidelines in the Conduct of the Customer Satisfaction Survey (CSS) for 2020 in the GOCC Sector dated 14 August 2020. The GCG extends the applicability of the previously issued notices to the 2021 BCDA Study;

WHEREAS, The GCG further advised that the Satisfaction Study be conducted and interpreted by independent third party research professionals;

WHEREAS, Public Affairs Department (PAD) already secured approval from the Office of the President and CEO to proceed with the procurement of the Consulting Services for the 2021 BCDA Stakeholder Satisfaction Study and to endorse the TOR, Criteria and Contract Agreement to the Bids and Awards Committee for Consulting Services (BAC-C) for the procurement process to commence, subject to LSD review.

WHEREAS, in a memo dated dated 4 May 2021, the Public Affairs Department (PAD) of BCDA endorsed to the Bids and Awards Committee for Consulting Services (BACC), the procurement of the services of a CONSULTANT to conduct the 2021 BCDA Stakeholder Satisfaction Study and its request to delegate the authority to procure to PAD, in accordance with the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the Government Procurement Reform Law;

WHEREAS, Section 53.9 of the Revised IRR of RA 9184 allows the procuring entity to resort to Alternative Methods of Procurement, specifically Small Value Procurement where the procurement does not fall under Shopping of Section 52 of the Revised IRR and the amount involved does not exceed the thresholds prescribed in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Revised IRR in the amount of One Million Pesos (Php1,000,000.00) for NGAs, GOCCs, GFIs, SUCs and Autonomous Regional Government;

WHEREAS, The Stakeholder Satisfaction Study has an approved budget of Eight Hundred Thousand Pesos (Php800,000.00) inclusive of all applicable taxes, fees and incidental expenses;

WHEREAS, pursuant to Annex H, Section J, Delegation of Authority states that, "the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may be delegated to the End-user unit or any other appropriate bureau, committee, or support unit duly authorized by the BAC through a Resolution approved by the HOPE."

NOW, THEREFORE, the BAC-C resolve, as it is hereby resolved:

1. To recommend the procurement of the said services using the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;
2. To delegate the procurement of said consulting services to PAD, pursuant to Annex H, Section J of the Revised IRR under Delegation of Authority;
3. To direct the end user to secure the Certificate of Funds Availability (CFA) for the procurement prior to the award of the contract;
4. To direct the end-user to furnish the BAC-C Secretariat copies of the duly signed Notice of Award and Notice to Proceed as well as the executed contract, and all supporting documents pursuant to the procurement; and
5. To direct the end-user to report to the BAC-C the result of the procurement process within 10 days in the event that the procurement of said consulting services fails.

Done in Taguig City this 26th day of May 2021.

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES


JOSHUA M. BINGCANG
Chairperson


JOANNA EILEEN M. CAPONES
Vice-Chairperson


JOCELYN L. CANIONES
Member


VIRGIL M. ALVAREZ
Member


MADONNA M. CINCO
Member

Approved by:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President

BACC2021-0063