

**CONTRACT FOR CONSULTANCY SERVICES**

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 (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and Chief Executive Officer, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose under BCDA Board Resolution No. 2023-01-006, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

**MGEN ARNEL M. DUCO AFP (RET)**, Filipino citizen, of legal age, and a resident of 5690 Falcon St., Clark Air Base, Dau, Mabalacat City, Pampanga, and hereinafter referred to as the "**CONSULTANT**";

(BCDA and the CONSULTANT are individually referred to as the "Party" and collectively as the "Parties".)

**ANTECEDENTS**

BCDA is mandated by law to transform former military bases and properties into premier centers of economic growth.

BCDA requires the services of a consultant who has the technical expertise to do work where trust and confidence are of paramount consideration and has the full trust and confidence of the BCDA President and CEO.

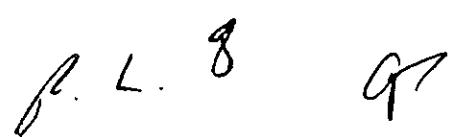
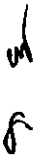
The CONSULTANT is willing to perform the required services.

The services to be provided by the CONSULTANT is highly technical and/or primarily confidential or policy determining where trust and confidence is primary consideration.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties agree as follows:

**1. DESCRIPTION OF THE ENGAGEMENT**

This CONSULTANT is engaged to handle matters which are primarily confidential including handling of discretionary and/or highly sensitive information that concern all transactions of the BCDA with the AFP;



## 2. TERM AND EFFECTIVITY OF THE CONTRACT

This Contract shall commence from the date of its execution and shall be effective for a period of six (6) months renewable at the option of the BCDA President and CEO, but in no case shall exceed the latter's term.

## 3. OBLIGATIONS OF THE CONSULTANT

The CONSULTANT shall perform the following tasks and responsibilities for the duration of the Contract:

3.1. Handle matters which are primarily confidential including handling of discretionary and/or highly sensitive information that concern all transactions of the BCDA with the AFP;

3.2. Advise the Chairman on all transactions of the BCDA with the AFP, including but not limited to the following:

3.2.a. Disposition of military reservations under the purview of the BCDA;

3.2.b. Big-ticket military projects that will be undertaken by the BCDA including but not limited to construction of new facilities and replication of military camps/bases;

3.2.c. Corporate Social Responsibility and confidence-building efforts of the BCDA involving the AFP which include organizing, coordinating and monitoring PAPs that are in accordance with the actual needs of the AFP in consideration of the Consultant's extreme familiarity with the military; and

3.2.d. Management of proceeds from the income-generating PAPs of the BCDA with the objective of ensuring that the allocation for the AFP Modernization Program is sufficient and in harmony with the AFP's thrusts;

3.3. Recommend to the Chairman measures that will aid the BCDA in maintaining and improving its harmonious relationship with the AFP;

3.4. Given the Consultant's military stature and familiarity with military programs and policies, the Consultant shall liaise with the Chairman highly sensitive and highly confidential information and/or concerns arising from the DND/AFP-BCDA partnership; and recommend to the Chairman action/s to be undertaken on these information or concerns;

3.5. Submit on a monthly basis an accomplishment report and any supporting document/s that may be required, for approval by the Chairman and/or BCDA President and CEO; and

3.6. Perform all other functions which the Chairman may deem necessary.

## 4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **ONE HUNDRED TWENTY THOUSAND PESOS and 00/100 (Php120,000.00)** a month, subject to applicable taxes, which shall be processed and released only every month upon completion

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and submission of the accomplishment report and supporting documents that may be required, to the Chairman and/or BCDA President and CEO.

**5. DEGREE OF PERFORMANCE**

The CONSULTANT is expected to perform his/her duties faithfully and to the best of his/her ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

**6. CONFIDENTIALITY**

The CONSULTANT is obliged to follow information security procedures and take all reasonable precautions for the protection of Confidential Information.

This duty of Confidentiality binds any person which may be hired by the CONSULTANT, with consent of BCDA, to help in the fulfillment of the obligations under this Agreement.

Upon the termination or expiration of this Contract for any reason, CONSULTANT shall deliver to BCDA all of BCDA's property or Confidential Information in tangible form that the CONSULTANT may have in its possession or control.

Any conflict of interest, or potential conflict of interest, should be delivered by the CONSULTANT immediately upon discovery.

**7. TERMINATION OF THE CONTRACT**

7.1 For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of the CONSULTANT's performance, the services delivered and outputs submitted as well as to terminate this Contract due to contractual breach, breach of trust, loss of confidence, unsatisfactory performance and/or other reasons detrimental to the interest of BCDA.

7.2 Over the same period, the CONSULTANT may initiate the termination of this Contract provided that:

7.2.1 A written notice for the termination of the consultancy agreement, stating the reasons for the termination of the contract, is submitted by the Consultant to the BCDA President and CEO for approval with a copy furnished to the BCDA Organizational Development and Management Department (ODMD), at least thirty (30) calendar days prior to the proposed date of termination; and

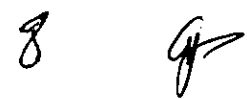
7.2.2 The written notice has been received, accepted and approved in writing by the BCDA President and CEO.

**8. AUTHORITY TO ENTER INTO AGREEMENT**

The CONSULTANT shall neither have the right nor the authority to enter into agreements on behalf of BCDA in any manner.

**9. OWNERSHIP OF OUTPUTS**

9.1. The outputs realized, produced and submitted by the CONSULTANT shall be owned and used solely by BCDA with proper acknowledgment on the contributions made by the CONSULTANT. Such outputs shall not be used for the benefit of any other party without the written permission of BCDA.



9.2. The CONSULTANT shall not sell, transfer, publish, disclose or otherwise make the work product available to third parties without BCDA's prior written consent.

**10. NO EMPLOYER-EMPLOYEE RELATIONSHIP**

It is understood that there shall be no employer-employee relationship between BCDA and the CONSULTANT. Hence, BCDA shall not be responsible for complying with labor laws, rules and regulations governing employer-employee relationships in the Philippines.

**11. WAIVER**

The failure of the Parties to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy the other Party may have nor shall it be construed as a waiver of any subsequent breach or default. No waiver of any right stipulated herein shall be deemed to have been made unless expressed in writing and signed by the Parties.

**12. ENTIRE AGREEMENT**

This Contract constitutes the entire, full and complete agreement between the Parties concerning the subject matter hereof. All prior agreements or arrangements, written or oral, between the Parties relating to the subject matter hereof are hereby deemed cancelled and superseded.

No other representation has induced the Parties to execute this Contract, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Contract or otherwise.

**13. AMENDMENTS**

No amendment, alteration, or variance from this Contract shall be binding on either party unless executed in writing by both parties, except for adjustments in compensation in the event of increase in the cost of services as provided under Section 2 hereof.

**14. SEVERABILITY AND CONSTRUCTION**

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if for any reason, any paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto. The invalid sections, parts, terms and/or provisions shall not be deemed part of this Contract.

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

**15. VENUE OF ACTIONS**

The venue of any legal action arising out of this Contract shall be brought in the proper court of record in Taguig City, to the exclusion of all other courts.



**16. OGCC REVIEW**

This Agreement incorporates the comments and recommendations of the Office of the Government Corporate Counsel (OGCC) per Contract Review No. 405, series of 2017.

SIGNED BY THE PARTIES on MAR 09 2023 at Taguig City.


**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

**CONSULTANT**

By:

  
**AILEEN ANUNCIACION R. ZOSA**  
President and Chief Executive Officer

**BCDA**  
Bases Conversion and  
Development Authority

Office of the Chairman  
  
YA2023 - 0036

  
**MGEN ARNEL M. DUCO AFP (RET)**

03-08-2023

Signed in the Presence of:

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of*