

**CONTRACT FOR
CONSULTANCY SERVICES**

THE PUBLIC IS INFORMED:

This Contract is executed by and 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, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose pursuant to BCDA Board Resolution No.2022-09-157 as evidenced by the BCDA Secretary's Certificate, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

ALFONSO S. DOBLES, JR., Filipino citizen, of legal age, and a resident of 1521A Carlos P. Romulo Street, Clark Freeport Zone, 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 convert former military bases in the Philippines into premier and sustainable centers of economic growth, and help strengthen the Armed Forces of the Philippines through the establishment of integrated developments, dynamic business centers, and vibrant communities.

BCDA is embarking on the development of the 9,450-hectare New Clark City (NCC) as part of the Build Build Build Program of the national government. The magnitude of this flagship development project requires a lot of community relations and liaison work for the purpose of addressing issues and concerns involving Project-Affected People (PAPs), concerned Local Government Units and other permanent government agencies, and private sector partners – contractors, developers, locators, and investors.

BCDA needs to engage the services of a consultant who will handle discretionary and/or highly sensitive information obtained by or resulting from the dealings of BCDA with other entities involved in the implementation of the NCC project, and assist BCDA in carrying out its functions and obligations relative to the development of NCC.

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

The CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration in connection with the handling of discretionary and/or highly sensitive information on matters pertaining to community relations and liaison work to address issues and concerns involving PAPs, concerned LGUs and other government agencies, and private sector partners.

2. TERM AND EFFECTIVITY OF THE CONTRACT

This Contract shall be effective for a period of six (6) months renewable at the option of the BCDA President and CEO, to commence on **27 February 2023 – 26 August 2023**.



3. OBLIGATIONS OF THE CONSULTANT

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

- 3.1 Provide assistance in dealing with the issues and concerns of the NCC Project Affected People (NCC PAP);
- 3.2 Provide assistance in addressing social issues and concerns like relocation;
- 3.3 Provide guidance in the planning, implementation, and evaluation of the Socio-Economic Intervention Plan; and
- 3.4 Perform such other functions as may be directed by the President and CEO.

4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **FIFTY THOUSAND PESOS AND 00/100 (Php50,000.00)** a month, inclusive of all applicable taxes and fees, for the duration of the Contract, which shall be processed and released only every month upon completion and submission of the accomplishment report and supporting documents that may be required, to the 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, the 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 Human Resource Management Department (HRMD), 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

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.

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.

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.

SIGNED BY THE PARTIES on _____ at _____.

BASES CONVERSION AND
DEVELOPMENT AUTHORITY

CONSULTANT

By:


AILEEN ANUNCIACION R. ZOSA
President and CEO


ALFONSO S. DOBLES, JR.



Signed in the Presence of:

MARCO M. NUÑEZ

JIHANNA GARDEN F. CANALETA

ACKNOWLEDGMENT

Republic of the Philippines)
TAGUIG CITY S.S.

BEFORE ME, a Notary Public for and in TAGUIG CITY, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA		
ALFONSO S. DOBLES, JR.		

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signatures they affixed confirm their voluntary act and deed and of the entity they represent.

SIGNED AND SEALED on the MAR 03 2023 in TAGUIG CITY

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Page No. 1
Book No. 1
Series of 1

ATTY. EDUARDO P. BAROT
Notary Public for Taguig, Roll No. 36248
Commission No. 4 Until December 31, 2024
PTR No. A-5725307/01.03.23/Taguig City
IBP Lifetime Member No. 013895/06.02.15/RSM
MCLE Compliance No. VI-0007875/04.14.22
Unit 2A The Grand Hamptons Tower 2, 1st Ave.
cor. 31st St., BGC, Taguig City, Philippines

[Signature] [Signature] [Signature] [Signature] [Signature] [Signature]

SECRETARY'S CERTIFICATE

Republic of the Philippines)
) SS.

I, **GISELA Z. KALALO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that that on the occasion of the 619th Regular BCDA Board Meeting held on 29 September 2022 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2022-09-157

Resolve, as it is hereby resolved, that the authority of the BCDA President and CEO to enter into contracts and documents relating only to the procurement of the services of Highly Technical Consultants through Negotiated Procurement under Sections 53.7 of RA9184 and its IRR, with an Approved Budget for the Contract (ABC) of up to Php50 million, specifically the:

- a. Authority to procure
- b. Approved Budget for the Contract
- c. Terms of Reference
- d. Award of Contract
- e. Contract
- f. Cancellation/termination of procurement, award, or contract
- g. BAC Resolution on the use of alternative methods of procurement and delegation of authority to concerned end-user to process procurement using allowed alternative methods of procurement, if applicable

be, as it is hereby APPROVED.


Resolve further, as it is hereby further resolved, that the contract renewal or new contracts and subsequent contracts, subject to the government procurement rules under revised IRR of RA 9184, with the following Highly Technical Consultants:

- a. Myrvin S. Cortes
- b. Alfonso Dobles, Jr.
- c. Faith M. Reyes
- d. Jekell G. Salogsacol
- e. Myra E. Ocampo

be, as it is hereby APPROVED.

Resolve finally, as it is hereby finally resolved, that the execution of the contracts relating to the aforementioned authority shall be subject to Memorandum Circular No. 3, Series of 2022 issued by the Office of the Executive Secretary be, as it is hereby APPROVED.

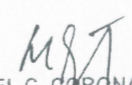
IN WITNESS WHEREOF, I have hereunto affixed my signature this 2nd day of November 2022.


GISELA Z. KALALO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 03 2022 at
Taguig City, Philippines, by Atty. GISELA Z. KALALO who exhibited
to me her Passport No. P6042520B, issued at the DFA Manila on 05 January 2021
and valid until 04 January 2031.

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Series of 2022.

*Purpose: As an attachment to Consultancy contract
SC2022-186
YB2022-0474*


ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2023
ROLL OF ATTORNEYS NO 63834
IBP NO 178142 2-14-2022 / RIZAL
PTR NO A-5395113 02-03-22 / TAGUIG CITY
MCLE COMPLIANCE NO VII-0005756 30 JULY 2021