

CONTRACT FOR CONSULTANCY SERVICES

THE PUBLIC IS INFORMED:

This CONTRACT is entered into and executed by and between:

The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with business address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City represented herein by its Executive Vice President, AILEEN ANUNCIACION R. ZOSA who is duly authorized for this purpose in accordance with Section No. X, Subject No. 10.03 No. 3 of the BCDA's Revised Manual of approval dated 05 August 2010,

- and -

INSTITUTE OF CORPORATE DIRECTORS (CONSULTANT), a non-stock, non-profit organization, duly organized and existing under and by virtue of Philippine laws and with business address at 14th Floor, Trident Tower, Senator Gil Puyat Avenue, 1200 Makati City, and represented herein by its Chief Executive Officer, ALFREDO E. PASCUAL.

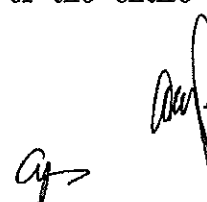
- ANTECEDENTS -

BCDA is mandated under Republic Act 7227 to accelerate the sound and balanced conversion of former U.S. military baselands and their extensions into alternative productive uses.

Pursuant to its mandate, BCDA, in partnership with the private sector, is actively pursuing the development of Fort Bonifacio in Taguig, the former Clark Air base in Pampanga, Camp John Hay in Baguio City, the former Wallace Air Station in San Fernando, La Union, as well as other Metro Manila camps.

BCDA, being a prime mover of national development, has been pursuing infrastructure projects as part of the Philippine Government's Build, Build, Build Infrastructure Program aimed at creating regional centers for economic development and decongestion of Metro Manila. Subsequently, the appointment of a new set of directors necessitated an orientation of their role in the organization, ongoing and future projects, and the formulation of a long-term plan for the organization that is aligned with the administration's thrusts and priorities.

It is in BCDA's best interest that the policy pronouncements of the Board of Directors be cascaded to all of its Departments as guideposts in the crafting of their respective plans to ensure that it is in unison with the goal of the entire Organization.



Under this Contract for Consultancy Services, BCDA's primary consideration for hiring is the requirement of professional guidance from resource persons who shall be hired to perform work that is primarily scholarly and academic.

BCDA has determined that the CONSULTANT possesses the required expertise and qualifications, and as such desires to engage their services.

The CONSULTANT manifested their willingness to provide the necessary expertise and render the necessary services to BCDA as consultants under the Office of the Chairman, through the Planning Services Department (PSD).

On 19 June 2018, the PSD presented to the Bids and Awards Committee for Consultancy (BAC-C) the terms of reference and the market study stating the advantages of engaging the CONSULTANT through Negotiated Procurement of a Scientific, Scholarly, or Artistic Work, Exclusive Technology and Media Services, which is in accordance with the Guidelines of the Government Procurement Policy Board.

On 26 June 2018, the BAC-C negotiated the following items of Contract for Consultancy Services, namely: *i)* Terms of Reference and *ii)* Scope of Work with the CONSULTANT, both of which were accepted by the CONSULTANT.

On 28 June 2018, the BAC-C issued the BAC-C Resolution Number BC-2018-026 (ANNEX "A") recommending the procurement of the CONSULTANT in the preparation, conduct and post-work activities of the Two-Day BCDA Board-Level Strategic Planning Conference for 2018 through Negotiated Procurement of a Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services. In addition, the Notice of Award (ANNEX "B") was issued to the CONSULTANT and was subsequently accepted and signed by their authorized representative.

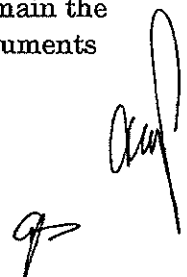
ACCORDINGLY, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following terms:

SECTION 1. Duties and Responsibilities of the CONSULTANT

The CONSULTANT hereby agrees to perform the following duties and responsibilities:

- 1.1. Design, structure, manage and facilitate the Board-Level Strategic Planning
- 1.2. Facilitate preliminary work with BCDA departments
- 1.3. Facilitate the conduct of Board-Level Strategic Planning Conference
- 1.4. Submission of a Terminal Report that includes:
 - 1.4.1. Summary of Discussions
 - 1.4.2. Agreements from ideation on the strategic themes
 - 1.4.3. Recommendations on the Charter Statement and Strategy map

Any report, materials, graphic, software or otherwise, prepared by the CONSULTANT for the BCDA under this Contract shall belong to and remain the property of the BCDA. The CONSULTANT may retain a copy of such documents exclusively for record purposes



SECTION 2. Contract Price

- 2.1. For services rendered pursuant to the preceding section, BCDA shall pay the CONSULTANT the amount of FIVE HUNDRED TWENTY THOUSAND EIGHT HUNDRED PESOS (PHP 520,800.00).

SECTION 3. Manner of Payment

- 3.1. The payment shall be made upon conclusion of the following:
- 3.1.1. Conduct of preliminary work with relevant BCDA departments;
 - 3.1.2. Conduct of Board-Level Strategic Planning for 2019; and
 - 3.1.3. Submission of the required outputs and deliverables within thirty (30) days, upon conclusion of the Board-Level Planning, duly accepted by the BCDA, through the Planning Services Department as satisfactory and in compliance with the terms of contract. Any change in the delivery dates shall be mutually agreed upon by the BCDA and CONSULTANT

SECTION 4. Employee-Employer Relationship

- 4.1. No employee-employer relationship is created between BCDA and the CONSULTANT; nor between BCDA and any employee whom the CONSULTANT may hire to assist him.

SECTION 5. Reporting Relationship

- 5.1. The CONSULTANT shall directly report and work with the Office of the Chairman, through the Planning Services Department for his assignments under this contract. He shall be responsible for its initial review, acceptance and endorsement for the BCDA Board of Director's approval of the detailed technical contents of the CONSULTANT'S reports.

SECTION 6. Period of Effectivity

- 6.1. The CONSULTANT shall perform the consultancy services from 3 July 2018 until acceptance by BCDA of the outputs and deliverables of the CONSULTANT.

SECTION 7. Termination of Services

- 7.1. Either party may opt to terminate this CONTRACT by giving the other party a fifteen (15) day written notice of the intention to terminate.
- 7.2. In the event of termination by either party, the CONSULTANT undertakes to unconditionally turn over within said fifteen (15) day period any and all record and documents that may be in his possession pursuant to or in connection with the rendition of services under this CONTRACT.

SECTION 8. Confidentiality Clause and Conflict of Interest

- 8.1. The CONSULTANT recognizes and acknowledges that security information regarding BCDA projects, property and personnel, relationships with third parties, actual or proposed developments as they may exist from time to time, and processes are valuable assets of BCDA, whether or not evidenced in writing. The CONSULTANT'S access to or knowledge of which is incidental or essential to the performance of this CONTRACT. Except as otherwise provided for in this CONTRACT, the CONSULTANT shall not, during or after the term of this CONTRACT, disclose such secrets, information concepts or processes, in whole or in part, to any person, firm, corporation or



entity under circumstance, without the prior written consent of BCDA or unless otherwise required by law. This restriction shall not apply to information concepts or processes which are in the or shall thereafter become part of the public domain after the term of this CONTRACT.

- 8.2. Any conflict-of-interest should be declared by the CONSULTANT immediately upon discovery of such conflicts or potential conflicts. Failure to declare such circumstances, or the discovery by BCDA of the existence of such conflicts or potential conflicts before the CONSULTANT's declaration, will be sufficient grounds for termination of this CONTRACT.

SECTION 9. Other Provisions

- 9.1. No amendment, alteration or modification of any of the terms and conditions of this CONTRACT shall be valid unless such change is evidenced by a written CONTRACT of the herein contracting parties.
- 9.2. 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 other courts.
- 9.3. This CONTRACT shall be subject to the review and approval of the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions shall form an integral part of this CONTRACT.

IN WITNESS WHEREOF, the parties hereunto set their hands on 27 SEPT 2018 at TAGUIG CITY, Philippines.

For BCDA:



AILEEN ANUNCIACION R. ZOSA
Executive Vice President



Planning Services Department



For ICD:


ALFREDO E. PASCUAL
Authorized Representative

Witnesses:

EDUARDO G. POLICARPIO, JR.
Project Manager IV
Planning Services Department

ACKNOWLEDGEMENT

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

BEFORE ME, this ____ day of Oct 11 2018, personally appeared the following:

Name	ID No.	Date/ Place Issued
Aileen An. R. Zosa		
Alfredo E. Pascual		

All of whom are known to me to be the same person who executed in the foregoing instrument and acknowledge to me that the same are their own voluntary acts.

Notary



ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2019
ROLL OF ATTORNEYS NO. 63834
IBP NO. 031591 / 1-29-18 / RIZAL
PTR NO. A-3810406 / 1-26-18 / TAGUIG CITY
MCLE COMPLIANCE NO. V-0016874 / 16 MARCH 2018

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