CONTRACT FOR CONSULTANCY SERVICES FOR THE PREPARATION OF THE COMPREHENSIVE MASTER DEVELOPMENT PLAN FOR CAMP JOHN HAY, BAGUIO CITY

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 President and Chief Executive Officer, **JOSHUA M. BINGCANG**, duly authorized for this purpose under Item 159 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 -

PROJECTS DESIGN PLUS ARCHITECTURE MANAGEMENT CORP., a private corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 3F Comuna Building A, 238 Pablo Ocampo Sr. Ext. Makati City, represented herein by its President, MARY LOUISE CATHERINE S. SALDAÑA, duly authorized for this purpose as evidenced by a Secretary's Certificate dated 08 April 2025, a copy of which is hereto attached as Annex "B", hereinafter referred to as "CONSULTANT".

BCDA and Consultant shall hereinafter be referred to, individually, as **Party** or, collectively, as **Parties**.

ANTECEDENTS

Republic Act (RA) No. 7227, otherwise known as "The Bases Conversion and Development Act of 1992", as amended by RA 9400, mandates the BCDA to accelerate the sound and balanced conversion into alternative productive civilian uses of the Clark and Subic military reservations and their extensions, and to enhance the benefits to be derived from said properties in order to promote the economic and social development of Central Luzon in particular and the country in general as well as to provide funds for the AFP Modernization Program.

Pursuant to the RA 7227, Proclamation No. 198 series of 1993 effectively transferred the ownership, administration, and control over the John Hay Air Station now known as Camp John Hay (CJH) to BCDA. Subsequently, Proclamation No. 420 series of 1994 designated a 301.86-hectare portion of the 625.44 hectares of CJH as the John Hay Special Economic Zone (JHSEZ).

In order to properly manage the CJH Reservation, the BCDA and its subsidiary, the John Hay Management Corporation (JHMC), has prepared the original Master Development Plan for Camp John Hay in 1995 and the succeeding Comprehensive Master Development Plan in 2019 in order to set the guidelines and directions for the development of the JHSEZ. The plans, however, only cover portions of the CJH and are already in need of updating in consideration of the upcoming developments in the area. As such, BCDA intends to update the Comprehensive Master Development plan for the whole 625,44 hectares CJH Reservation Area.





Pursuant to RA 9184 entitled as "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations (RIRR) of 2016, BCDA advertised on its official website, in the Philippine Government Electronic Procurement System (PHILGEPS) and in a newspaper of general circulation its Invitation to Bid for the Procurement of Consultancy Services for the Preparation of the Comprehensive Master Development Plan (CMDP) for Camp John Hay, Baguio City.

On 10 February 2025, a Pre-Eligibility Conference was held to discuss the details, terms and conditions and specifications of the project and was attended by the prospective bidders, who purchased the bid documents.

On 23 April 2025, the BCDA opened the bids of participating contractors for the Project. After evaluation and review of the technical and financial proposals, the BCDA - Bids and Award Committee for Consultancy (BAC-C) found that the CONSULTANT offered the Single Rated and Most Responsive Bid.

In BAC-C Resolution No. 2025-012 dated 14 May 2025, the BCDA BAC-C resolved to recommend to the BCDA President and Chief Executive Officer the award of the Contract to the CONSULTANT in the amount of Forty-Four Million Two Hundred Sixty-Six Thousand Eight Hundred Forty-Nine and 91/100 in peso (PhP 44,266,849.91).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference

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- (c) Request for Expression of Interest;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, 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 Procuring Entity's bid evaluation;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto;
- (k) Other contract documents that may be required by existing laws and/or the Entity.
- 3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
- 4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.



- 5. Anti-Bribery. The Contractor has not made and will not make any offer, promise to pay, or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of the Contract.
- 6. Assignment. Contractor shall not assign this Contract or sub-contract any portion of it, without BCDA's prior written consent, subject to applicable rules and regulations on subcontracting. Prior to the assignment or subcontracting and the approval of BCDA thereof, Contractor must disclose to BCDA the name of its assignee/s or subcontractor who/which should have a written agreement/s with Contractor indicating: (i) that the assignee/s or subcontractor/s is aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the terms of the assignment/subcontract shall not exceed the term of this Contract, and (iii) the detailed assignment/subcontract.
- 7. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
 - (a) Contractor shall pay taxes in full and on time
 - (b) Contractor is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made therein.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on $_JUN$ and 2025 first above written.

Bases Conversion and Projects Design Plus Architecture Management Corp. **Development Authority** By: By: **JOSHUA M. BINGCANG** MARY LOUISE CATHERINE S. SALDAÑA President and CEO President Land and Assets Development Department- Clark Signed in the presence of: ZDC2025-0634 **AR. MIKAEL BENEDICTO** GISELA Z. KALALO Associate Partner Executive Vice President Page 3 of 4

ACKNOWLEDGMENT

Republic of the Philippines) Taguig City) ss.

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

Name	Competent Evidence of Identity	Date of Issue / Expiry	Place of Issue
Joshua M. Bingcang			>
Mary Louise Catherine S. Saldaña			

known to me and to me known to be the same persons who executed the foregoing Contract which they acknowledged to me to be their own free and voluntary act and deed.

I further certify that the said Contract consists of _____ pages including this page in which the Acknowledgement is written and signed by the above-mentioned parties and their witnesses.

SIGNED AND SEALED on _______ in Taguig City, Philippines.

Doc. no. $\underline{456}$ Page no. $\underline{\overline{93}}$ Book no $\underline{5}$ Series of 2025. Notary Public

ATTY. MARICEL C. CORDNACKON-SANTOS NOTARY PUBLIC FOR AND IN TAGUIG CITY NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025 ROLL OF ATFORNEYS NO. 63634 IBP NO. 497352 / 3-03-2025 / RIZAL PTR NO. 645395E / 1-07-2025 / TAGUIG CITY MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023



