

**TERMS OF REFERENCE
CONSULTING SERVICES FOR THE
CONSTRUCTION MANAGEMENT AND SUPERVISION OF THE
SITE DEVELOPMENT OF THE 65-HECTARE NEW CLARK CITY**

1. GENERAL BACKGROUND

Republic Act (RA) No. 7227, otherwise known as the Bases Conversion and Development (BCDA) Act of 1992, as amended, has mandated BCDA to accelerate the sound and balanced conversion of the Former Clark and Subic military bases and their extensions into alternative productive civilian uses and to exercise oversight functions over the same.

Section 15 of RA 7227, as amended, authorized the President of the Philippines to create by executive proclamation a Special Economic Zone covering the parcels of land occupied by the Clark military reservations and its contiguous extensions as embraced, covered and defined by the 1947 Military Bases Agreement between the Philippines and the United States of America, as amended.

On 03 April 1993, the President issued Presidential Proclamation No. 163 creating the Clark Special Economic Zone (CSEZ) designating its area coverage as 28,041 hectares, which includes the Clark Air Base proper consisting approximately 4,440 hectares and transferring the CSEZ areas to BCDA which shall determine their utilization and disposition. Section 4 of the said Proclamation likewise provides that the areas inside the Clark Air Base proper intended for use by the military shall be delineated and covered by a separate Memorandum of Agreement (MOA) to be agreed upon and entered into by BCDA and the Department of National Defense-Armed Forces of the Philippines (DND-AFP), subject to final approval of the President.

On 10 June 1995, the DND-AFP-Philippine Air Force (PAF), BCDA and Clark Development Corporation (CDC) which was created by Executive Order No. 80 dated 03 April 1993 as the operating and implementing arm of the BCDA to manage the CSEZ, entered into a Memorandum of Agreement (MOA) for the interim use by PAF of the 313.4-Hectare Area within the Clark Freeport Zone (CFZ) which shall be returned at no cost to BCDA at any time the PAF finds no further need for certain portions of said area and the structures/facilities found therein.

BCDA is embarking the full development of New Clark City and Clark International Airport to attract local and foreign investors and to make Clark the economic hub of Central Luzon. On the other hand, Clark Development Corporation (CDC) has updated the Master Development Plan (MDP) of the Clark Freeport Zone to make it more harmonious with aforementioned developments of BCDA.

In view of the said developments, and to maximize the full development potential of the CFZ, there is a need to clear the 313.40 hectares of land being occupied by the DND-AFP-PAF and turn-over the same to BCDA pursuant to 10 June 1995 Agreement.

On 22 August 2019, BCDA and DND-AFP-PAF executed a Memorandum of Agreement (MOA) to operationalize the reversion of the property by DND-AFP-PAF to BCDA. Consistent with the 22 August 2019 MOA, the DND-AFP-PAF housing/community facilities shall be relocated to a 65-hectare area in NCC.

2. DESCRIPTION OF CONSULTING SERVICES

The Consulting Services required under this Terms of Reference shall be for the Construction Management and Supervision of the Site Development of the 65-Hectare New Clark City, hereinafter referred to as the “**PROJECT**”. Construction works include site development works, earthworks, subbase, base and surface course, drainage and slope protection, landscape works, sewerage system, plumbing works, water pumping system, fire protection sprinkler system, electrical distribution works, duct bank, roughing-in for roads, perimeter light and main telephone cabinet.

The Consulting Services required under this Terms of Reference (TOR) shall be the Project Implementation and Management Services for the Construction Supervision of the mentioned work items.

3. OBJECTIVES

The tasks to be rendered by the Consultants shall include the following Services:

- a. Project Management Support,
- b. Construction Supervision,
- c. Assistance to BCDA on the coordination with Local Government Units (LGUs) concerned; and
- d. Enforce the Environmental Management and Monitoring of the Environmental Compliance Certificate (ECC) requirements.

BCDA shall require the Consultant to render other technical support Services which are deemed relevant to the Project.

4. SCOPE OF SERVICES

The Consultant shall fulfill its obligations using its technical expertise in construction management and supervision according to the best accepted professional and industry standards. It shall exercise all reasonable skill, care, diligence and prudence in discharging its duties and shall always work in the best interest of BCDA. It shall deploy to the Project its technical personnel with sufficient qualification and experience to ensure the full and satisfactory accomplishment of the required Services.

The Consultant shall undertake construction management and supervision of the Project according to what are required in this TOR. Instructions and directions may be made by BCDA from time to time during the duration of its Service to ensure proper and efficient implementation of the Project. It shall conduct regular consultation and coordination with BCDA in relation to its obligations and responsibilities to the Project.

Construction Phase

- 1.1 Maintain all documents of the Project from pre-construction up to its completion and final acceptance;
- 1.2 Manage and control the day to day activities of the Project;
- 1.3 Ensure that appropriate safety measures are strictly complied with at the construction site and its surrounding limits;
- 1.4 Deploy and maintain a fulltime supervisory and inspection staff to perform overall supervision and inspection of the Project;
- 1.5 Present charts showing on-site personnel and organizational channels. Changes shall be made only upon prior written approval from BCDA;

- 1.6 Monitor works in progress to ensure that the Project complies with approved drawings, specifications, schedule and budget;
- 1.7 Ensure that all works are accomplished according to approved plans and specifications;
- 1.8 Witness all the required testing and calibrations;
- 1.9 Ensure effective deployment of labor and equipment;
- 1.10 Ensure timely delivery of material requirements;
- 1.11 Establish procedures for the proper coordination and consultation among the Contractor, Designer, BCDA and the CMS Consultant;
- 1.12 Review cost estimates regularly as the Project progress and update the estimates as required;
- 1.13 Establish procedures to facilitate the effective approval of shop drawings, progress billings, change orders, time extensions and other claims on the Project;
- 1.14 Prepare alternative measures when labor and equipment are inadequate for the work on schedule;
- 1.15 Ensure that the safety program developed by the contractor is appropriate to the requirements of the Project and is strictly followed;
- 1.16 Review and recommend the update of the PERT-CPM and S-Curve of the Project when conditions so require;
- 1.17 Ensure that all plans, documents and records related to the Project are properly maintained at the construction site;
- 1.18 Ensure that the Contractor maintains its own set of plans, documents and records related to the Project;
- 1.19 Conduct regular review of accomplishment of the Contractor and submit a report based from MS Project Format to BCDA. Control slippages when it occurs and prepare recommendations for catch up programs;
- 1.20 Keep accurate progress reports during all stages of construction and provide BCDA with weekly and monthly progress reports;
- 1.21 Evaluate and recommend all requests for payments submitted by the contractor;
- 1.22 Verify all quantities involved in, but not limited to, the as-staked quantities, progress billings, final quantities and related information.
- 1.23 Evaluate and recommend all requests for variation orders and time extensions;
- 1.24 Provide appropriate documents that may be required to handle claims and disputes, if any;
- 1.25 Set up appropriate procedures and ensure the safe and efficient inspection of concerned government agencies, parties recognized by BCDA and the BCDA Inspectorate. Prepare and make recommendations on these inspections;
- 1.26 Prepare recommendations to BCDA on matters that require immediate action;
- 1.27 Seek guidance from BCDA on certain project issues that may arise; and
- 1.28 Implement any special requirement or instruction deemed necessary by BCDA for the timely and effective implementation of the Project.

Post Construction Phase

- 1.29 Set up appropriate procedures for the conduct of preliminary (punchlisting) and final inspections;
- 1.30 Conduct preliminary and final inspections and ensure that construction defects are properly rectified;
- 1.31 Prepare and submit a Final Project (or Close Out) Report based from MS Project Format at the satisfaction of BCDA;
- 1.32 Certify that construction works are completed according to plans and specifications and recommend to BCDA that the Project can then be issued a certificate of completion; and

- 1.33 Ensure that all documents, plans and records required by the Project from the contractor are complied with, including manuals and brochures of equipment that may be installed.

5. OTHER RESPONSIBILITIES

Notwithstanding the obligation of the Contractor to secure permits, licenses and other documents needed to implement the Project, the Consultant shall ensure that all requirements of the Commission on Audit, other concerned government agencies are properly and promptly complied with for the efficient implementation, completion and turn-over of the Project.

6. DELIVERABLES

The Consultant shall be required to prepare and submit, but not limited to, the following documents:

- 6.1 Original copies of clearances, permits and licenses required to implement the Project;
- 6.2 Approved safety program;
- 6.3 Minutes of all progress meetings and consultations;
- 6.4 Field reports on all site inspections/investigations;
- 6.5 Original copies of materials test results and calibrations of equipment;
- 6.6 Updates in manpower and equipment deployment;
- 6.7 Schedule of delivery of materials;
- 6.8 Weather charts;
- 6.9 Weekly and monthly progress reports and the final (close-out) report;
- 6.10 Incident reports when required;
- 6.11 Endorsements on all claims, such as billings, change orders, time extensions and similar requests;
- 6.12 Updates on S-Curves and PERT-CPMs that may be brought about by changes in design, cost or construction period in MS Project Format;
- 6.13 Recommendations for the most effective implementation of the Project when changes in plans, cost and schedule occur or are necessary;
- 6.14 Recommendations for corrective measures on inconsistencies, defects and inadequacies on documents related to the Project;
- 6.15 Approved shop drawings;
- 6.16 Approved as-built plans;
- 6.17 All other reports and documents that may be required by BCDA.

7. OBLIGATIONS OF THE CONSULTANT

7.1. **Responsibilities of the Consultant.** Generally, but without limiting the Consultant's responsibilities elsewhere stated under this TOR which shall form part of the Contract, the Consultant shall:

7.1.1. Accept full responsibility for the Consulting Services to be performed under this TOR.

7.1.2. Perform the work in an efficient and diligent manner.

7.2. **Records.** The Consultant shall keep accurate and systematic records and accounts with respect to the Consulting Services in such form and with such details as is customary and sufficient to establish accurately that the costs and expenditures have been duly incurred.

- 7.3. **Information and Progress Reports.** In addition to the reports required in the TOR, the Consultant shall furnish BCDA monthly progress reports and any such information relative to the Consulting Services as BCDA may from time to time reasonably request and as the Commission on Audit (COA) may require on post audit.
- 7.4. **Assignment and/or Sub-Contract.** Except with prior written approval of BCDA, the Consultant shall neither assign nor sub-contract any part of the professional Consulting Services to any other person or firm.
- 7.5. **Prohibition on Professional Engagement.** No full-time Staff of the Consultant during his assignment under the Contract shall, without the written consent of BCDA, engage directly or indirectly, either in his name or through the Consultant, in any activity in the Philippines which will conflict with the performance of his duties or assignment under the Contract.
- 7.6. **Confidentiality.** Except with the prior written consent of BCDA, the Consultant or its Principals and Staff shall not at any time communicate to any person or entity any information disclosed thereto for the purpose of the Consulting Services, nor shall the Consultant or its Principals and Staff make public any information as to the recommendations formulated in the course of or as a result of the Consulting Services.
- 7.7. **Independent Contractor.** Nothing contained herein shall be construed as establishing or creating between BCDA and the Consultant the relationship of employer and employee or principal and agent, it being understood that the position of the Consultant and anyone else performing the Consulting Services is that of an independent contractor.

8. OBLIGATIONS OF BCDA

- 8.1. **Project Data.** BCDA shall make available to the Consultant for reference all existing documents pertaining to the Project. Whenever practicable, BCDA shall provide assistance to the Consultant in securing data from concerned government agencies/offices. BCDA shall furnish the Consultant all available construction and survey plans and such other instructions or documents that may be needed for the effective performance of its duties.
- 8.2. **Availability of Funds.** Funds required for the engagement of the Consulting Services of the Consultant in the amount of **Pesos: Twenty Million Nine Hundred Thirty-Two Thousand Eight Hundred and 00/100 Pesos (PhP 20,932,800.00)** inclusive of all applicable taxes and fees, is made available by BCDA through the issuance of Certificate of Funds Availability (CFA) for that purpose.
- 8.3. **Evaluation of Consultant's Outputs.** BCDA shall review and evaluate the documents submitted by the CONSULTANT as required herein.

9. MANNING REQUIREMENT

The Consultant shall provide a team comprising qualified technical personnel, support and administrative staff (not necessarily limited to those listed below) with duties and responsibilities described in this TOR and with satisfactory experience in implementing projects of similar nature and size.

The Consultant's nominated key personnel and its technical support staffs shall maintain a fulltime supervisory to perform overall supervision and inspection of the Project. The Consultant shall provide the resources to fulfil the general requirements described in this TOR.

The Consultant is required to have previous experience in supervision of site development and road construction works and, as well as having the following minimum qualifications and experience amongst its team members.

The Consultant’s nominated personnel and its support staffs shall be different from the previously awarded CMS Projects of BCDA. Furthermore, the key personnel nominated shall have no on-going projects to ensure full-time supervisory of the project.

Key Staff

Personnel/Minimum Qualifications	Responsibilities
<p>a. Team Leader/Project Manager</p> <p>[should be a licensed Civil Engineer with at least ten (10) years of managerial experience in projects of a similar nature and magnitude]</p>	<p>The Team Leader/Project Manager shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Overall supervision of the project team, and in the management and organization of the project; ● Leading the team in the preparation of all project deliveries; ● Ensuring all reporting required by BCDA is fully and punctually delivered; and ● Any other task required to complete the Consulting Services.
<p>b. Deputy Project Manager</p> <p>[should be a licensed Civil Engineer with at least five (5) years of managerial experience in projects of a similar nature and magnitude]</p>	<p>The Deputy Project Manager shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Oversee the progress of works, the Contractor’s performance, the quality of works and the project’s financial status and forecasts; ● In constant coordination with the Team Leader and other members of the team; ● Supervision of the works of the Contractor in the subject site at all times and issuance of instruction(s) and timely assistance and direction to the Contractor; and ● Any other task required to complete the Consulting Services.
<p>c. Sr. Structural Engineer</p>	<p>The Sr. Structural Engineer shall be responsible for the following:</p>

<p>[should be a licensed Civil Engineer with at least five (5) years experience in projects of a similar nature and magnitude]</p>	<ul style="list-style-type: none"> ● Inspection, monitoring and construction supervision of road construction in compliance with the approved plans and specifications; and ● Any other task required to complete the Consulting Services.
<p>d. Sr. Drainage/Hydraulic Engineer [should be a licensed Civil Engineer with at least five (5) years experience in projects of a similar nature and magnitude]</p>	<p>The Sr. Drainage/Hydraulic Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Inspection, monitoring and construction supervision of drainage structures construction in compliance with the approve drainage plans and specifications; and ● Any other task required to complete the Consulting Services.
<p>e. Sr. Highway Engineer [should be a licensed Civil Engineer with at least five (5) years experience in projects of a similar nature and magnitude]</p>	<p>The Sr. Highway Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Oversee the progress of all works related to highway/road; ● Any other task required to complete the Consulting Services.
<p>f. Sr. Geodetic Engineer [should be a licensed Geodetic Engineer with at least five (5) years experience in projects of similar in nature and magnitude]</p>	<p>The Sr. Geodetic Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Supervise and manage all survey field work and data processing; ● Preparation of field reports; ● Ensuring that the survey activities are within survey standards; ● Periodic monitoring of the surveying works during construction; and ● Any other task required to complete the Consulting Services.
<p>g. Sr. QA/QC Engineer/Materials Engineer II [should be a licensed Civil Engineer with at least five (5) years experience in projects of similar in nature and magnitude]</p>	<p>The Sr. QA/QC Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> ● Supervision of the works of the Contractor in the subject site at all times and issuance of instruction(s) and timely assistance and direction to the Contractor on all matters related to quality control and assurance; and

	<ul style="list-style-type: none"> Any other task required to complete the Consulting Services.
<p>h. Sr. MEPFS Engineer [should be a licensed Engineer with at least five (5) years experience in projects of similar in nature and magnitude]</p>	<p>The Sr. MEPFS Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> Supervise and manage all the mechanical, electrical, auxiliary, plumbing, fire protection and sanitary aspects of the project; and Any other task required to complete the Consulting Services.
<p>i. Sr. Quantity Surveyor [should be a licensed Civil Engineer with at least five (5) years experience in projects of similar in nature and magnitude]</p>	<p>The Sr. Quantity Engineer shall be responsible for the following:</p> <ul style="list-style-type: none"> Supervise and manage works in progress to ensure that the Project complies with approved budget; Review cost estimates regularly as the Project progress and update the estimates as required; Verify all quantities involved in, but not limited to, the as-staked quantities, progress billings, final quantities and related information; and Any other task required to complete the Consulting Services.
<p>j. Sr. Landscape Architect [Should be a licensed Landscape Architect with at least five (5) years experience in projects of similar in nature.</p>	<p>The Sr. Landscape Architect shall be responsible for the following:</p> <ul style="list-style-type: none"> Supervise and manage all the outdoor design of public areas, landmarks and structures; and Any other task required to complete the Consulting Services.

Support Staff

- a. Structural Engineer 1
- b. Drainage/Hydraulic Inspector 1
- c. Drainage/Hydraulic Inspector 2
- d. Highway Inspector 1

- e. Highway Inspector 2
- f. MEPFS Engineer
- g. Geodetic Engineer
- h. Asst. QA/QC Engineer 1
- i. Asst. QA/QC Engineer 2
- j. Asst. Quantity Surveyor 1
- k. Asst. Quantity Surveyor 2
- l. Site Engineer/Site Architect 1
- m. Site Engineer/Site Architect 2
- n. Cad Operator 1
- o. Administrative Officer
- p. I.T. Specialist
- q. Document Specialist
- r. Secretary/Encoder
- s. Utility Personnel
- t. Messenger/Liaison Officer

10. PROJECT DURATION

The duration of the Consulting Services for Construction Management and Supervision being required under this TOR is ten (10) months for the construction phase and three (3) months post-construction/documentation phase.

11. APPROVED BUDGET FOR THE SERVICES

The approved budget for the Consulting Services under this TOR is **Twenty Million Nine Hundred Thirty-Two Thousand Eight Hundred and 00/100 Pesos (PhP 20,932,800.00)** inclusive of all applicable taxes and fees. Bids received in excess of the ABC shall be automatically rejected during the opening of the financial proposal.

12. MODE OF PAYMENT

In consideration of the Services being required under this TOR, the Consultant shall be paid in the following manner:

Advance Payment equivalent to fifteen percent (15%) of the Contract Price upon written request from the Consultant and the submission and approval by BCDA of an irrevocable standby letter of credit of equivalent value from a commercial bank.

The advance payment shall be recouped by BCDA by deducting an amount equal to twenty percent (20%) of the value of invoice issued from the progress payments until the aforementioned advance payment shall have been fully recouped or recovered.

Progress Payment shall be made on a quarterly progress billing, which shall be proportionate to the value of actual work accomplished by the Contractor and acceptable to BCDA. The billing shall be accompanied by a certification issued by an authorized officer of BCDA certifying to the percentage of actual and acceptable works accomplished by the Contractor and that the amount being claimed by the Consultant is based on the percentage of accomplishment of the Contractor for the period.

Final Payment shall be made upon the submission of the Final Billing together with the following documents:

- Certificate of Completion issued by BCDA to the Consultant;
- Sworn statement that all liabilities incurred by the Consultant have been paid and that there are no outstanding liens, garnishments, attachments or claims relative to the Project;
- Release and Quitclaim by the Consultant, in a form acceptable to BCDA, releasing BCDA from any further claims relating to the Consultancy Contract; and
- Such other documents that BCDA may require.

Consistent with the provisions of R.A. 9184, all consultancy contracts shall be fixed price contracts. Any extension of contract time shall not involve any additional cost.

13. QUALIFICATION OF BIDDERS

13.1. The Consultant should be a reputable firm with at least ten (10) years of business operation in Construction Management and Supervision. In case of Joint Venture (JV), each member firm should have at least (10) years of business operation in Construction Management and Supervision.

13.2. The Consultant should have undertaken at least one (1) Construction Management & Supervision of site development and road project for the last ten (10) years whose value must be at least fifty percent (50%) of the ABC. In case of JV, at least one (1) of the JV partners should have undertaken at least one (1) Construction Management & Supervision of site development and/or road project for the last ten (10) years whose value must be at least fifty percent (50%) of the ABC.

14. SHORTLISTING OF THE PROSPECTIVE BIDDERS

The shortlist shall consist of at most five (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for shortlisting are as follows:

Criteria	Rating
1. Relevant Experience of the Consultant	30%
2. Qualification of the Key Personnel to be assigned to the Project	50%
3. Current Workload of Key Personnel relative to Capacity	20%
Total	100%

The Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted. Failure of the Consultant to meet the specified requirement would result to a zero (0) rating for the specific criterion.

15. DETERMINATION OF THE HIGHEST RATED BID (HRB)

The shortlisted bidders shall be subjected to evaluation to determine the bidder with HRB, wherein the criteria and rating are as follows:

Criteria	Rating
1. Relevant Experience of the Consultant	30%
2. Qualification of the Key Personnel to be assigned to the Project	50%
3. Plan Approach and Methodology	20%
Total	100%

16. EVALUATION PROCEDURE

In order to determine the Consultant with the HRB, BCDA shall conduct an evaluation of bids using the Quality-Cost Based Evaluation (QCBE) procedure wherein the technical and financial proposals shall be given a corresponding weight equivalent to 80% and 20%, respectively.

17. PERFORMANCE SECURITY

17.1. To guarantee the faithful performance by the winning Consultant of its obligations, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from BCDA and in no case later than the signing of the Contract.

17.2. The performance security shall be denominated in Philippine Pesos and posted in favor of BCDA in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

17.3. The Performance Security shall be forfeited in favor of BCDA should the Consultant fail to fulfill any of its obligations under the TOR or the Contract. Additional penalties may also be imposed upon the Consultant for such failure.

18. STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement 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 personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required Consulting Services/undertakings.

The Consulting 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.

19. GENERAL TERMS AND CONDITIONS

19.1. Delay: Extension of time: Force Majeure

Any delay on the agreed completion date from failure of performance by either of the party shall not constitute a default hereunder nor shall give rise to any claim if such delay or failure is wholly attributable to acts of God, any act of sabotage, war, armed invasion, revolution insurrection blockade, riot, declaration of national emergency, industry-wide strike, or any other cause which cannot be foreseen, or even through foreseen, is beyond the reasonable control of either Party, or which cannot be avoided by the Consultant or BCDA despite the exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works the performance of which is affected by such force majeure. Immediately after such notification, the parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect(s) of the force majeure: provided that the party affected shall be entitled to an extension of the contract time for the number of days of the delay incurred by reason of the causes above mentioned.

19.2. Ownership of Reports and Documents

The reports, drawings, documents and materials compiled or prepared in the course of the performance of the Consulting Services are and shall remain the absolute properties of BCDA and shall not be used by the Consultant for purposes unrelated to the Consulting Services without the prior written approval of BCDA. Any equipment supplied by the BCDA, or for which payments are made or reimbursed shall become and remain the property of BCDA.

19.3. Representation and Warranties

The Parties hereby represent and warrant that no government official has benefitted directly or indirectly from this Consulting Services. The Parties warrant that they have not offered or given, and will not offer or give to any employee, agent or representative of either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.