

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, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and Chief Executive Officer, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under No. 155, Page 25 of the BCDA Revised Manual of Approval dated 22 November 2017, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

DR. FAITH M. REYES, Filipino citizen, married, of legal age, and a resident of 124 Avocado Dr., Ayala Alabang Village, Muntinlupa City, 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 provide medical services to its employees as part of its health program, where trust and confidence are the primary considerations.

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 provide expertise on medical services to all BCDA officers and staff in connection with the implementation of the BCDA health and wellness program.

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 President of BCDA, to commence from **01 July 2021 to 31 December 2021**.

3. OBLIGATIONS OF THE CONSULTANT

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

- 3.1 Manage BCDA's Wellness Program which aims to develop a wellness-promoting culture centered on physical and mental health.
- 3.2 Provide a diagnosis of medical problems encountered in the everyday practice of adult medicine.
- 3.3 Provide individualized patient care.



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.

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 15 SEPT. 2021 at TAGUIG CITY.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:


VIVENCIO B. DIZON

President and Chief Executive Officer



CONSULTANT


DR. FAITH M. REYES



Signed in the Presence of:

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
VIVENCIO B. DIZON	_____	_____
DR. FAITH M. REYES	_____	_____

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 **OCT 08 2021** in **TAGUIG CITY**.

Doc. No. 361;
Page No. 74;
Book No. 78;
Series of MA.


ATTY. EDUARDO P. BAROT
Notary Public for Taguig, RoH No. 36248
Commision No. 3 Until December 31, 2022
PTR No. 4578428/01.04.21/Mandaluyong City
IBP Lifetime Member No. 013895/06.02.15/ RSM
MCLE Compliance No. VI-0007875 /04.14.22/
3/F Bonifacio Technology Center 31st Street
Corner 2nd Avenue Crescent Park West
Global City Taguig City, Philippines

