

CONSULTANCY CONTRACT FOR THE APPRAISAL OF BCDA PROPERTIES 2022

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 **GISELA Z. KALALO**, OIC Executive Vice President duly authorized for this purpose pursuant to BCDA Board Resolution No. 2022-09-149 a copy of the BCDA Board Secretary's Certificate is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

CUERVO APPRAISERS, INC., a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2nd Floor Padilla Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, Metro Manila, represented herein by its Vice President and General Manager, **LIBERTY S. AÑO** duly authorized for this purpose as evidenced by a Secretary's Certificate dated _____ a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as the "**Consultant**".

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

ANTECEDENTS

BCDA is mandated under Republic Act No. 7227, as amended to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps; and to apply said funds to the development and conversion into alternative productive uses of these properties.

Pursuant to this mandate, BCDA, in partnership with the private sector, is actively pursuing the development of its properties. Hence, BCDA needs to ascertain the current market value of the properties subject for appraisal listed in the Terms of Reference.

The technical expertise required by the said task is not within the capabilities of BCDA personnel. In order to fulfill the said purpose, BCDA needs to procure the services of a Consultant possessing the necessary expertise to perform the said task.

BCDA decided to procure the consulting services following the conditions and procedures for the Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services under Section 53.6 of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

A Request for Proposal was sent to private consultants of known qualifications and also posted at the websites of PhilGEPS and BCDA on 5 September 2022.

After thorough evaluation, validation and verification of the proposals submitted, it was found that the Consultant is competent and qualified to provide the consultancy services required by BCDA.

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BCDA is desirous that the Consultant execute the Consulting Services for the Appraisal of BCDA Properties 2022 (hereinafter called the "Project") and the BCDA has accepted the bid for **One Million, Nine Hundred Seventy-Five Thousand and 00/100 (Php 1,975,000.00)**, inclusive of all applicable taxes, fees and incidental expenses, for the execution and completion of such Consulting Services and the remedying of any defects therein.

ACCORDINGLY, for and in consideration of the foregoing premises, and in accordance with the stipulations and conditions hereinafter stated, the Parties hereby agree and bind themselves to the following:

1. In this Contract, 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 Conditions of Contract;
 - (b) Special Conditions of the Contract;
 - (c) Terms of Reference;
 - (d) Request for Proposal;
 - (e) Bid form including agreed-upon Negotiation Points;
 - (f) Eligibility requirements, documents and/or statements/undertakings;
 - (g) Performance Security; and
 - (h) Notice of Award of Contract and the Bidder's conforme thereto.
3. In consideration of the full and satisfactory performance of the services rendered by the Consultant, BCDA shall pay the Consultant based on the schedule of payment as indicated in the Terms of Reference.
4. In consideration of the payments to be made by the BCDA to the Consultant as hereinafter mentioned, the Consultant hereby covenants with BCDA to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

[Signature and Notarial Page Follows]

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: one on the left, one in the middle, and one on the right. The rightmost signature is the most prominent and appears to be a stylized name.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

**BASES CONVERSION and
DEVELOPMENT AUTHORITY**

CUERVO APPRAISERS, INC.

By:

By:


GISELA Z. KALALO
OIC, Executive Vice President


LIBERTY S. AÑO
Vice President and General Manager

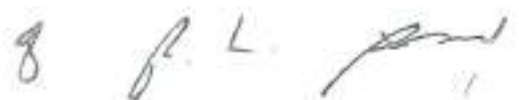
BCDA
Bases Conversion and
Development Authority

Land and Assets Development Department - Clerk

ZDC2022-0698

Signed in the presence of:


RICHARD BRIAN M. CEPE
Vice President, LADD



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

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
GISELA Z. KALALO	[REDACTED]	[REDACTED]	[REDACTED]
LIBERTY S. AÑO	[REDACTED]	[REDACTED]	[REDACTED]

who are known to me to be the same persons who executed the foregoing Consulting Services Contract and acknowledged to me that the same is their voluntary act and deed, as well as the entities herein represented.

SIGNED AND SEALED on DEC 14 2022 in Taguig City, Philippines.

Doc. no. 269
Page no. 55
Book no. 03
Series of 2022.

MSA
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-0005758 30 JULY 2021

8 *P.L.* *[Signature]*

General Conditions of Contract

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) "Consultant" refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) "Effective Date" means the date on which this Contract comes into full force and effect.
 - (f) "Foreign Currency" means any currency other than the currency of the Philippines.
 - (g) "Funding Source" means the entity indicated in the **SCC**.
 - (h) "GCC" means these General Conditions of Contract.
 - (i) "Government" means the Government of the Philippines (GoP).
 - (j) "Local Currency" means the Philippine Peso (Php).
 - (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
 - (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.



- (m) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.
- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).



5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the **SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

- 11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.
- 15.2 Notice shall be deemed to be effective as specified in the **SCC**.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** with respect to **GCC** Clause 15.2.



16. Warranty as to Eligibility

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. Payment

- 18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.
- 18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

19. Currency of Payment

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

- 21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.
- 21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25. Force Majeure

- 25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.
- 25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to

continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
 - (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
 - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;



- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;
- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a);
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.



31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and



- (d) any other action that may be specified in the **SCC**.

39. Personnel

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.

- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any of the forms prescribed in the **ITB** Clause 32.2
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
- (b) The Consultant has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract

are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

- 48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
 - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
 - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
 - (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services.

The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the

Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.



52. Contract Cost

- 52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
 - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
 - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.



56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.



Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: The Government of the Philippines (GoP) through the Bases Conversion and Development (BCDA) 2022 Corporate budget.
6.2(b)	<p>NOTE: <i>It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>For a period of one (1) year after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	"Not applicable".
8	The designated Team Leader shall serve in that capacity, as specified in GCC Clause 8 .
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: GISELA Z. KALALO OIC, Executive Vice President and COO</p> <p>For the Consultant : LIBERTY S. AÑO Vice President and General Manager</p>
15.1	<p>The addressees are:</p> <p>Procuring Entity: BASES CONVERSION AND DEVELOPMENT AUTHORITY 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City</p> <p>Attention : GISELA Z. KALALO OIC- Executive Vice President and COO</p> <p>Email Address: gskalalo@bcda.gov.ph</p> <p>Consultant: CUERVO APPRAISERS, INC.</p> <p>Attention : LIBERTY S. AÑO Vice President and General Manager 2nd Floor, Padilla Building F. Ortigas Jr. Road, Ortigas Ave., Pasig City, M.M.</p>




	Email Address:
15.2	<p>Any notice, approval, authorization or request required or permitted to be given or made under this Contract shall be made in writing, and shall be deemed duly given or made when it has been delivered by hand or sent by registered mail to the Party for whom it is intended at the said Party's address.</p> <p>It shall be the obligation of the Consultant to inform BCDA in writing of any change of address within three (3) calendar days from such change. In case the Consultant fails to give the said notice, all such correspondences and papers sent to Consultant's last known address shall be considered received, even if not actually received by the Consultant.</p>
18.3	All payments under this contract shall be made to the account of the Consultant.
19	No further instructions.
20	No additional provision.
22	"None"
24	<p>The project shall be completed within One Twenty (120) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>The Project shall end upon receipt by the Consultant of a Certificate of Completion from the BCDA, upon the latter's approval of the former's final appraisal reports.</p> <p><i>Please note that the period from the receipt by BCDA of the draft reports until the issuance by BCDA of the notice to finalize the reports is not included in the 120 calendar day completion period.</i></p>
34.2	<p>The Parties agree to resolve any dispute that may arise between them with respect to this Contract through amicable negotiation in good faith. If at any time during such negotiation one Party determines in good faith that the Parties cannot resolve the dispute through negotiation, that Party shall deliver a notice to the other Party of its intention to submit the dispute to arbitration in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", as amended. The arbitration shall be conducted in Metro Manila, Philippines. Should it be inevitable for the Parties to resolve the dispute in a court of law, the case shall be filed only in a court of competent jurisdiction in Taguig City, to the exclusion of all other courts of equal jurisdiction</p>
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.
38.1(d)	None.
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.


52.1	The total ceiling amount in Philippine Pesos is One Million, Nine Hundred Seventy-Five Thousand and 00/100 (Php 1,975,000.00) inclusive of VAT and all applicable taxes and fees.
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not applicable.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is zero.
54	BCDA shall pay the Consultant the Total Contract Price of One Million, Nine Hundred Seventy-Five Thousand and 00/100 (Php 1,975,000.00) , inclusive of VAT and all other applicable taxes and fees, to be paid upon submission to and approval by BCDA of the final appraisal reports as evidenced by the issuance by BCDA of the Certificate of Completion.
55.6	No further instructions.

SECRETARY'S CERTIFICATE

I, **DANILO ENRIQUE O. CO**, of legal age, with office address at Unit 1105, Atlanta Center, #31 Annapolis Street, Greenhills, San Juan, Metro Manila, after being duly sworn in accordance with law, hereby depose and state that:

1. I am the Corporate Secretary of **CUERVO APPRAISERS, INC.**, a corporation organized under the laws of the Philippines, with principal office at 2nd Floor Padilla Building, F. Ortigas Jr Rd., Ortigas Center, Pasig City, Metro Manila. (the "**Corporation**");
2. At the duly constituted meeting of the board of directors of the Corporation held on 03 December 2021, via remote communication, the following resolutions were unanimously passed and approved:

***RESOLVED**, that Ms. Liberty S. Año, Vice President and General Manager of the Corporation, is hereby authorized and empowered to enter into any contract, undertake in any negotiations, transact, execute and sign all documents in behalf of the Corporation:

Name of Duty Authorized Representative	Position	Specimen Signature
Liberty S. Año	Vice President and General Manager	

***RESOLVED FURTHER** that MS. LIBERTY S. AÑO, the Vice President and General Manager of the Corporation, be appointed as the Corporation's duly authorized representative and is hereby granted full power and authority to do any and all acts necessary or proper to carry into effect the authority herein granted, as fully and effectively to all intents and purposes as the Corporation might or could lawfully do and further ratifying and confirming all that said attorney-in-fact or her substitute has previously done or caused to be done consistent with the foregoing, including but not limited to the execution, signing and delivery of all contracts, applications, bidding documents, accreditation requirements and such other agreements as may be necessary to give full force and effect to the foregoing."

3. The forgoing resolutions have not been amended or superseded and are still in force and effect as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand this DEC 13 2021 of _____, in the City of QUEZON CITY, Philippines.



DANILO ENRIQUE O. CO
Corporate Secretary

DEC 13 2021

SUBSCRIBED AND SWORN to before me this _____ at _____, Philippines, affiant exhibiting to me his _____ with Number _____ issued on _____ in _____

DOC. NO. _____
PAGE NO. _____
BOOK NO. _____
Series of _____


NOTARY PUBLIC WILLAREN
Notary Public for Quezon City
Until December 31, 2025
PTR No. 0883154 / 1-6-1994 / 7E
ISP No. 092587 / 11-2-2019 / 9C
Phil. No. 39457 / 05-05-19
RPLD VI-203037612-21-1-18
Adm. Matter No. NP-001 (Subscribed)
TIN No. 123-042034



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 618th Regular BCDA Board Meeting held on 14 September 2022 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously ratified the following resolution:

Resolution No. 2022-09-149

Resolve, as it is hereby resolved, that in view of BCDA Special Order No. 181, Series of 2022 which designates Atty. Gisela Z. Kalalo, Senior Vice President of the Legal Services Group as the Officer-in-Charge (OIC) of the Office of the Executive Vice President (EVP) and Chief Operating Officer (COO), Atty. Kalalo is tasked to perform the functions of the EVP and COO, sign official documents, and take such actions or make decision as may be required be, as it is hereby RATIFIED.

Resolve further, as it is hereby further resolved, that the Approving, Recommending, Signing and/or other Authority of the BCDA EVP pursuant to the BCDA Revised Manual of Approval, covering item numbers 163 to 180 thereof, be delegated to the OIC EVP and COO until the appointment of a permanent EVP and COO be, as it is hereby RATIFIED.

This certification is being issued subject to the final approval of the Minutes of the 14 September 2022.


IN WITNESS WHEREOF, I have hereunto affixed my signature this 15th day of September 2022.


GISELA Z. KALALO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this SEP 16 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.

Doc. No. 185
Page No. 35
Book No. 02
Series of 2022:

Purpose: For reference of BAC-C
SC2022-147
YB2022-0388



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. 170142 | 2-14-2022 | RIZAL
PTR NO. A-5395113 | 02-03-22 | TAGUIG CITY
*CLE COMPLIANCE NO. VII-4009758 - 30 JULY 2021

SECRETARY'S CERTIFICATE

I, **DANILO ENRIQUE O. CO**, of legal age, with office address at Unit 1105, Atlanta Center, #31 Annapolis Street, Greenhills, San Juan, Metro Manila, after being duly sworn in accordance with law, hereby depose and state that:

1. I am the Corporate Secretary of **CUERVO APPRAISERS, INC.**, a corporation organized under the laws of the Philippines, with principal office at 2nd Floor Padilla Building, F. Ortigas Jr Rd., Ortigas Center, Pasig City, Metro Manila. (the "Corporation");
2. At the duly constituted meeting of the board of directors of the Corporation held on 03 December 2021, via remote communication, the following resolutions were unanimously passed and approved:

***RESOLVED**, that Ms. Liberty S. Año, Vice President and General Manager of the Corporation, is hereby authorized and empowered to enter into any contract, undertake in any negotiations, transact, execute and sign all documents in behalf of the Corporation:

Name of Duly Authorized Representative	Position	Specimen Signature
Liberty S. Año	Vice President and General Manager	

***RESOLVED FURTHER** that MS. LIBERTY S. AÑO, the Vice President and General Manager of the Corporation, be appointed as the Corporation's duly authorized representative and is hereby granted full power and authority to do any and all acts necessary or proper to carry into effect the authority herein granted, as fully and effectively to all intents and purposes as the Corporation might or could lawfully do and further ratifying and confirming all that said attorney-in-fact or her substitute has previously done or caused to be done consistent with the foregoing, including but not limited to the execution, signing and delivery of all contracts, applications, bidding documents, accreditation requirements and such other agreements as may be necessary to give full force and effect to the foregoing."

3. The forgoing resolutions have not been amended or superseded and are still in force and effect as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand this DEC 13 2021 of _____, in the City of QUEZON CITY, Philippines.


DANILO ENRIQUE O. CO
Corporate Secretary

DEC 13 2021

SUBSCRIBED AND SWORN to before me this _____ at _____, QUEZON CITY, Philippines, affiant exhibiting to me his _____ with Number _____ issued on _____ in _____

DOC. NO.
PAGE NO.
BOOK NO.
Series of



RODRIGON P. VILLAREN
Notary Public for Quezon City
Until December 31, 2021
PTR No. 0683154 / 1-4, 10/11/16
IDP No. 092587 / 10-20, 07/16/16
Roll No. 30457 / 05/16/16
MCLE No. 030274 / 2-11-16
Adm. Matter No. NP-01 / Sub-1000
Tel. No. 521-042-704

TERMS OF REFERENCE
(05 September 2022)

**Rebidding of the Procurement of Consulting Services
for the Appraisal of BCDA Properties 2022**

BUDGET: *Two Million Three Hundred Fifty-Five Thousand Two Hundred Forty-Eight and 00/100 Pesos (Php 2,355,248.00), inclusive of VAT and all applicable taxes, fees and incidental expenses.*

The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.

A. OBJECTIVE

There is a need for BCDA to engage the services of **two (2) independent property appraisers simultaneously** under the pertinent provisions of Section 53.6 of the revised Implementing Rules and Regulations of RA 9184, otherwise known as the "Government Procurement Reform Act" and its implementing rules and regulations pertaining to the consulting services for "*scientific, academic, scholarly work or research...*" to determine the current valuation of various properties which will be used as one of the basis in determining the baseline value in the disposition and/or development of the properties.

B. GENERAL REQUIREMENTS

The Consultant must:

- be registered with PhilGEPS;
- have at least ten (10) years of experience in real estate appraisal works;
- assign a Team Leader to the project who has:
 - at least ten (10) years as Licensed Real Estate Appraiser;
 - at least ten (10) years of experience in appraisal works;
 - at least five (5) years experience as a Team Leader in appraisal works
- assign at least four (4) other Real Estate Appraisers who has:
 - at least three (3) years as Licensed Real Estate Appraiser;
 - at least three (3) years experience in appraisal works
- submit a notarized Undertaking specifying the names of the licensed appraisers, license number, and the validity of the license. Copies of the Professional Regulation Commission (PRC) Licenses of the nominated Real Estate Appraisers must be attached to the notarized Undertaking.

C. The Criteria and Rating for the selection of the winning Consultant are as follows:

	Evaluation Criteria	Score	Passing Score
A.	Applicable Experience of the Consultant	40%	28%

B.	Quality of personnel who shall be assigned to the project (Team Leader)	50%	35%
C.	Plan of Approach and Project Methodology	10%	7%
	TOTAL SCORE	100%	70%

Winning bidders should at least meet the minimum passing score for each criterion with an overall passing score of seventy percent (70%).

The Consultant shall submit its bid using the general format as provided under the Revised IRR of RA 9184. The following format for the annexes shall be used by the Consultant and shall form part of this Terms of Reference.

Annex D	Omnibus Sworn Statement (Duly Notarized)
Annex E	Curriculum Vitae (Consultant)
Annex F	Curriculum Vitae (Team Leader and 4 Licensed Real Estate Appraisers)
Annex G	Methodology and Work Plan
Annex H	Contract
Annex I	General Conditions of the Contract
Annex J	Special Conditions of the Contract
Annex K	Duly notarized Undertaking specifying the names of the licensed appraisers, license number, and the validity of the license. Copies of the Professional Regulation Commission (PRC) Licenses of the nominated Real Estate Appraisers must be attached to the notarized Undertaking.
Annex L	Financial Proposal
Annex M	Bid Securing Declaration Form

Maps of the properties will be available upon request.

D. SCOPE OF WORK

Properties for appraisal

	Metro Manila Properties	Area	Appraisal Requirement
1	MIAA Land and Building Machineries and Equipment (BME), Pasay City	60 hectares	MV/MR of land and BME
2	Lot 3-B, Lawton Ave, Fort Bonifacio (Cyber Sigma)	5,000 sqm	MV and MR of land and BME; Accommodation value of GFA and Value of Lessors' interest

3	Summit Lots	4,747 sqm	MV and MR (land only) ; MV and MR as-is-where-is and as-if-developed
4	Pamayanang Diego Silang Commercial Complex	5,361 sqm	MR (land only)
5	Pamayanang Diego Silang STP (MWCI)	3,097 sqm	MV and MR
6	Metro Manila Subway Project (MMSP) affected lots	below ground = 3.6 hectares; above ground = 9.3 hectares	MV and MR of lots and temporary/permanent facilities
7	Unutilized GFA in University Park Area of BGC	341,511 Total Unutilized GFA	MV
8	Heritage Park Investment Certificates	4,923 memorial plots	MV of Investment Certificates
9	Underground Utility Corridors @ BGC (Project Labyrinth and BGC pipeline)	ROW of BCDA-controlled areas in BGC	MR of Right-of-Way
10	Lawton Avenue Utility Corridor (Fort Bonifacio, Taguig City)	Phase 1 = 1.34 kilometers; Phase 2 = 1.763 kilometers	MR (lease of conduits)
11	Billboards along C5 in Taguig	3 billboards	MR of billboard space (per square foot)
12	PNOC/DOE, Fort Bonifacio	6 hectares	MV/MR of land and replacement cost of structures
	New Clark City Properties	Area	Appraisal Requirement
1	SCTEX Fiber Optic Cable	93.77 kilometers	MR (Indefeasible Right of Usufruct for RROW of cable lot)
2	Industrial Estate #1 (Northern)	100 hectares	MR of land as a) as-is-where-is; b) as-if-vacant; c) as-if-developed
3	Industrial Estate # 3 (Southern)	100 hectares	MR of land as a) as-is-where-is; b) as-if-vacant; c) as-if-developed

4	SOLAR Farm and ROW for transmission line along the property to the nearest power substation	36 hectares	MV, MR as industrial area; and MV/MR of RROW (indefeasible Right of Usufruct) for the transmission line
5	Sindicatum ROW Alignment/Connection to Capas Sub-station		MR of ROW
	Camp John Hay Properties	Area	Appraisal Requirement
1	Cantinetta	730 sqm	MV and MR of land and structures
2	Starbucks	206 sqm.	MV and MR of land and structures
3	CJH DevCo leased area	240.37 hectares	MR of land and structures (as-is-where-is)
4	VOA Loghomes	546 sqm/home	MR of 3 Loghomes (as-is-where-is)
5	Sheridan Drive (Option Area - proposed area for DICT	3,100 sqm	MV/MR of land and structures and MV/MR of land as-if-developed
6	Proposed Government Center area	Approx 3 hectares	MR of land as-is-where-is and as-if-developed
	Morong, Bataan Property	Area	Appraisal Requirement
1	Morong Discovery Park	261 hectares	MR of land (as-is-where-is)
	Poro Point, San Fernando, La Union Property	Area	Appraisal Requirement
1	Voice of America	15 hectares	MR of land as-is-where is and as-if-developed
2	Mixed-Use formerly Industrial Area	38 hectares	MR of land as-is-where is and as-if-developed
3	Tourism complex	65.5 hectares	MR of land as-is-where is and as-if-developed
4	Smart Communications Leased Area	242 square meters	MR of land
5	Portions of Airport Area (excluding airport) available for lease	3.34 hectares	MR of land as-is-where is and as-if-developed

E. DELIVERABLES

The Consultant shall submit the appraisal report for each property based on the following schedule:

	Metro Manila Properties	Submission Date Calendar Days (from issuance of Notice to Proceed)
1	MIAA land and Building Machineries & Equipment (BME), Pasay City	30 days
2	Lot 3-B, Lawton Ave, Fort Bonifacio (Cyber Sigma)	90 days
3	Summit Lots	120 days
4	Pamayanang Diego Silang Commercial complex	120 days
5	Pamayanang Diego Silang STP (MWCI)	90 days
6	Metro Manila Subway Project (MMSP) affected lots	45 days
7	Unutilized GFA in University Park area of BGC	60 days
8	Heritage Park Investment Certificates	45 days
9	Underground utility corridors @ BGC (Project Labyrinth) and BGC pipeline	60 days
10	Lawton Avenue Utility Corridor (Fort Bonifacio, Taguig City)	30 days
11	Billboards along C5 in Taguig	30 days
12	PNOC/DOE	60 days
	New Clark City Properties	Submission Date Calendar Days (from issuance of Notice to Proceed)
13	SCTEX Fiber Optic Cable	120 days
14	Industrial Estate #1 (Northern)	45 days
15	Industrial Estate # 3 (Southern)	90 days
16	SOLAR Farm and ROW for transmission line along the property to the nearest power substation	5 days
17	Sindicatum ROW Alignment/Connection to Capas Sub-station	90 days

	Camp John Hay Properties	Submission Date Calendar Days (from issuance of Notice to Proceed)
18	Cantinetta	45 days
19	Starbucks	45 days
20	CJH DevCo leased area	120 days
21	VOA Loghomes	45 days
22	Sheridan Drive (Option Area - proposed area for DICT)	45 days
23	Proposed Government Center area	45 days
	Morong, Bataan Property	Submission Date Calendar Days (from issuance of Notice to Proceed)
24	Morong Discovery Park	45 days
	Poro Point, San Fernando, La Union Properties	Submission Date Calendar Days (from issuance of Notice to Proceed)
25	Voice of America	120 days
26	Mixed-Use formerly Industrial area	120 days
27	Tourism complex	120 days
28	Smart Communications leased area	120 days
29	Portions of airport area (excluding airport) available for lease	120 days

The FINAL APPRAISAL REPORT shall be submitted by the Consultant within five (5) working days upon receipt from BCDA of the notice to finalize the draft appraisal report. Please note that the 5, 30, 45, 60, 90 and 120 calendar days period of completion pertains to the period from issuance of the Notice to Proceed to the receipt by BCDA of the draft appraisal report.

F. TERMS OF PAYMENT

In consideration of the services rendered, the Consultant shall be paid a total amount of *Two Million Three Hundred Fifty-Five Thousand Two Hundred Forty-Eight and 00/100 Pesos (Php 2,355,248.00)*, inclusive of VAT and all applicable taxes, fees and incidental expenses. The consideration shall be paid in the following schedule:

Schedule of payment	Percentage Payment
Upon submission of draft appraisal reports scheduled for submission within 5 and 30 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 45 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 60 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 90 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 120 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of final appraisal reports for all properties	25% of total contract price
Total	100%

G. CONTRACT TERMS AND EFFECTIVITY

The Consultant shall enter into a Contract with BCDA and submit a Performance Bond or any instrument as may be prescribed pursuant to the revised Implementing Rules and Regulations (IRR) of R.A. 9184. The terms of the contract (Contract, General Conditions of Contract, and Special Conditions of Contract) shall likewise be in the general form as prescribed under the Revised IRR of R.A. 9184.

The contract shall be effective for a period of One Hundred Twenty (120) calendar days from the date stated in the Notice to Proceed (NTP) and/or until the complete delivery and acceptance by BCDA of all the requirements as agreed with the Consultant based on the TOR.

The project shall end upon receipt by the Consultant of a Certificate of Completion and Acceptance from BCDA, which shall be upon BCDA's approval of the Consultant's Final appraisal report for all properties subject of this appraisal project.

H. SEALING AND MARKING OF PROPOSAL

Prospective bidders shall enclose their original technical and financial proposal, in a sealed envelope marked "ORIGINAL – ELIGIBILITY, TECHNICAL AND FINANCIAL PROPOSAL". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. 1- ELIGIBILITY, TECHNICAL AND FINANCIAL PROPOSAL". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

The original and Copy No. 1 of the proposal shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the prospective bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC-C;
- (d) bear the specific identification of this Project indicated in the Request for Proposal (RFP); and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bidding documents, in accordance with the RFP.

Bidding documents that are not properly sealed and marked, as required in this TOR, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

Omnibus Sworn Statement

**REBIDDING OF THE PROCUREMENT OF CONSULTING SERVICES
FOR THE APPRAISAL OF BCDA PROPERTIES 2022**

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Rebidding of the Procurement of Consulting Services for the Appraisal of BCDA Properties 2022** of the **BCDA**, as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Rebidding of the Procurement of Consulting Services for the Appraisal of BCDA Properties 2022** of the **BCDA**, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards;
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *Rebidding of the Procurement of Consulting Services for the Appraisal of BCDA Properties 2022*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Annex D

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2022

FORMAT OF CURRICULUM VITAE (CV) OF THE CONSULTANT

Name of Consultant : _____

Address : _____

Years of Experience : _____
in Real Estate Appraisal

List of Similar Projects Undertaken within the period from 01 March 2016 to present
(minimum of 20 projects worth Php 50,000 and above):

Item No.	Name of Client	Project Name / Description	Project Location	Contract Amount	Date Started	Date Completed	List of Supporting Documents Attached

Note:

Each project listed above should be duly accompanied by the following supporting documents:

1. Contract or Proposal or any valid agreement between the parties;
2. Certificate of Completion issued by the Client or a copy of the Official Receipt representing the Final Payment; and
3. For this purpose, "Similar Projects" shall be contracts for real estate appraisal services.

Listed projects without or incomplete supporting documents will not be included in the evaluation.

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe *(the Consultant)*.

(Signature over Printed Name)
Authorized Representative of the Consultant

(Date)

**FORMAT OF CURRICULUM VITAE (CV) OF THE ASSIGNED TEAM LEADER
AND FOUR (4) LICENSED REAL ESTATE APPRAISER**

Proposed Position: _____

Name of Firm: _____

Name of Personnel: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Real Estate Appraiser License No. / Date of Expiration : _____

Other PRC License (if any) /No./Date of Expiration _____

Years of Experience in Appraisal Works: _____

Education:

School	Date Attended	Degree Obtained

Training: (Relevant to Appraisal Works)

Training	Institution	Date Attended

Employment Record: (As Team Leader/Senior Appraiser)

Position Held	Company	From	To

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Consulting Services for the project in accordance with the time schedule as indicated in the contract once the firm is awarded the Consulting Services for the project.

[Signature]

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Doc. No. ___
 Page No. ___
 Book No. ___
 Series of 2022

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
CONSULTING SERVICES FOR THE PROJECT**

A. Description of the Methodology and Work Plan

B. Identification of Project Problems, Risks, and Suggested Solutions

(Signature over Printed Name)
Authorized Representative of the Consultant

Date: _____

UNDERTAKING

I, (Name of Authorized Representative of the Appraisal/Consulting Firm), of legal age, Filipino, and a resident of _____, after being duly sworn to, under oath and in accordance with law, do hereby depose and state that:

- (Name of Firm) shall assign the following personnel, once awarded with the Project: Rebidding of the Procurement of Consulting Services for the Appraisal of BCDA Properties 2022, who are duly accredited with the Professional Regulatory Commission (PRC) as Licensed Real Estate Appraisers:

Name of Appraiser	PRC License Number	Validity of License
1.		
2.		
3.		
4.		

- The abovementioned Licensed Real Estate Appraisers have at least three (3) years of experience as licensed property appraisers as evidenced by their signed Curriculum Vitae attached hereto as Attachment A;
- That copies of their above identified PRC licenses are included herein as Attachment B;

In witness whereof, I hereby sign this Undertaking on this _____ day of _____ 2022.

(Signature of Authorized Representative)
(Name of Firm)

SUBSCRIBED AND SWORN TO before me this _____ in _____, Philippines, affiant exhibited his Government ID no. _____ issued on _____ at _____.

Doc. No.
Page No.
Book No.
Series of 2022

**REBIDDING OF THE PROCUREMENT OF CONSULTING SERVICES
FOR THE APPRAISAL OF BCDA PROPERTIES 2022**

FINANCIAL PROPOSAL SUBMISSION FORM

(Date)

The Chairperson
Bids and Awards Committee for Consulting Services
Bases Conversion and Development Authority
2nd Floor, Bonifacio Technology Center
31st St. corner 2nd Avenue
Bonifacio Global City, Taguig City

Dear BAC-C Chairperson:

I, the undersigned, as the duly authorized representative of (Name of Appraisal Firm), offer to provide Consulting Services for the Appraisal of BCDA Properties for 2022.

Our Financial Offer is for the sum of (Bid in words) (Php _____,00), inclusive of VAT and all applicable taxes and fees, for the duration of the (Number of contract days in words) days (Number of contract days in figures) from the Consultant's actual receipt of the Notice to Proceed (NTP).

We confirm that we have read, understood and accepted the contents of the Request for Proposal, Terms of Reference and other bid documents provided by the BCDA.

We understand that BCDA shall not be bound to accept any Bid it receives.

Sincerely yours,

Name and Signature of Authorized Representative

Name of Consultant

Address of Consultant

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Rebidding of the Procurement of Consulting Services for the
Appraisal of BCDA Properties 2022

To: Bases Conversion and Development Authority (BCDA) Corporate Office
2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue,
Bonifacio Global City, Taguig City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. This Bid Securing Declaration shall be valid for one hundred twenty (120) calendar days from the date of the opening of bids.
4. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2022

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES (BAC-C)

**NEGOTIATION BETWEEN BASES CONVERSION AND DEVELOPMENT
 AUTHORITY (BCDA) AND CUERVO APPRAISERS, INC. ON THE REBIDDING
 OF THE PROCUREMENT OF CONSULTING SERVICES FOR THE APPRAISAL
 OF BCDA PROPERTIES 2022**

16 September 2022, 10:00 AM

SUBJECT / NEGOTIATION POINTS					AGREEMENT / COMMITMENT
1. Compliance with the following Scope of Work:					AGREE
Properties for appraisal					
	Metro Manila Properties	Area	Appraisal Requirement	Submission Date from issuance of NTP (Calendar days)	
1	MIAA Land and Building Machineries and Equipment (BME), Pasay City	60 hectares	MV/MR of land and BME	30 days	
2	Lot 3-B, Lawton Ave, Fort Bonifacio (Cyber Sigma)	5,000 sqm	MV and MR of land and BME; Accommodation value of GFA and Value of Lessors' interest	90 days	
3	Summit Lots	4,747 sqm	MV and MR (land only); MV and MR as-is-where-is and as-if-developed	120 days	
4	Pamayanang Diego Silang Commercial Complex	5,361 sqm	MV/MR (land only)	120 days	
5	Pamayanang Diego Silang STP (MWCI)	3,097 sqm	MV and MR	90 days	

6	Metro Manila Subway Project (MMSP) affected lots	below ground = 3.6 hectares; above ground = 9.3 hectares	MV and MR of lots and temporary/permanent facilities	45 days
7	Unutilized GFA in University Park Area of BGC	341,511 Total Unutilized GFA	MV	60 days
8	Heritage Park Investment Certificates	4,923 memorial plots	MV of Investment Certificates	45 days
9	Underground Utility Corridors @ BGC (Project Labyrinth and BGC pipeline)	ROW of BCDA-controlled areas in BGC	MR of Right-of-Way	60 days
10	Lawton Avenue Utility Corridor (Fort Bonifacio, Taguig City)	Phase 1 = 1.34 kilometers; Phase 2 = 1.763 kilometers	MR (lease of conduits)	30 days
11	Billboards along C5 in Taguig	3 billboards	MR of billboard space (per square foot)	30 days
12	PNOC/DOE, Fort Bonifacio	6 hectares	MV/MR of land and replacement cost of structures	60 days
	New Clark City Properties	Area	Appraisal Requirement	Submission Date from issuance of NTP (Calendar days)
1	SCTEX Fiber Optic Cable	93.77 kilometers	MR (Indefeasible Right of Usufruct for RRROW of cable lot)	120 days
2	Industrial Estate #1 (Northern)	100 hectares	MV/MR of land	45 days

Negotiation Terms: Retaining of the Provision of Consulting Services for the Appraisal of BCDA Properties 2022
 September 2022 - Version 1

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			as a) as-is-where-is; b) as-if-vacant; c) as-if-developed	
3	Industrial Estate # 3 (Southern)	100 hectares	MV/MR of land as a) as-is-where-is; b) as-if-vacant; c) as-if-developed	45 days
4	SOLAR Farm and ROW for transmission line along the property to the nearest power substation	36 hectares	MV, MR as industrial area; and MV/MR of RROW (indefeasible Right of Usufruct) for the transmission line	5 working days
5	Sindicatum ROW Alignment/ Connection to Capas Sub-station		MR of ROW	90 days
	Camp John Hay Properties	Area	Appraisal Requirement	Submission Date from issuance of NTP (Calendar days)
1	Cantinetta	730 sqm	MV and MR of land and structures	45days
2	Starbucks	206 sqm.	MV and MR of land and structures	45 days
3	CJH DevCo leased area	240.37 hectares	MR of land and structures (as-is-where-is)	120 days
4	VOA Loghomes	546 sqm/home	MR of 3 Loghomes (as-is-where-is)	45 days
5	Sheridan Drive (Option Area - proposed area for DICT)	3,100 sqm	MV/MR of land and structures and MV/MR of land as-if-developed	45 days

*Regulation Points: Rebuilding of the Provision of Consulting Services for the Approval of RZM Properties 2022
September 2022 - Version 1*

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6	Proposed Government Center area	Approx 3 hectares	Market Value and the Market Rent of Land, as-is-where-is and as-if-developed	45 days	
	Morong, Bataan Property	Area	Appraisal Requirement	Submission Date from issuance of NTP (Calendar days)	
1	Morong Discovery Park	261 hectares	MR of land (as-is-where-is)	45 days	
	Poro Point, San Fernando, La Union Property	Area	Appraisal Requirement	Submission Date from issuance of NTP (Calendar days)	
1	Voice of America	15 hectares	MR of land as-is-where is and as-if-developed	120 days	
2	Mixed-Use formerly Industrial Area	38 hectares	MR of land as-is-where is and as-if-developed	120 days	
3	Tourism complex	65.5 hectares	MR of land as-is-where is and as-if-developed	120 days	
4	Smart Communications Leased Area	242 square meters	MR of land	120 days	
5	Portions of Airport Area (excluding airport) available for lease	3.34 hectares	MR of land as-is-where is and as-if-developed	120 days	
<p>2. Agreement to the Other Terms indicated in the Terms of Reference (TOR), to wit:</p> <ul style="list-style-type: none"> a. Contract Terms and Effectivity b. General Conditions of Contract c. Special Conditions of Contract 					AGREE

3. Acceptance of the contract price amounting to Pesos: **One Million Nine Hundred Seventy-Five Thousand and 00/100 (Php1,975,000.00)**, inclusive of VAT and all applicable taxes, fees and incidental expenses. The contract price shall be paid in the following schedule:

Schedule of payment	Percentage Payment
Upon submission of draft appraisal reports scheduled for submission within 5 and 30 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 45 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 60 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 90 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of draft appraisal reports scheduled for submission within 120 calendar days from issuance of Notice to Proceed	15% of total contract price
Upon submission of final appraisal reports for all properties	25% of total contract price
Total	100%

AGREE

The agreements above shall form part of the contract and shall be made as an integral part thereof.

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)

By:

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES

on Official Business
ARREY A. PEREZ
Chairperson


FERNANDO T. GALLARDO, JR.
Vice Chairperson


VIRGIL M. ALVAREZ
Member

ON BEHALF OF
MARIA JOSEFINA V. PE
Member


RICHARD BRIAN M. CEPE
Member

CUERVO APPRAISERS, INC.

By:


LIBERTY S. AÑO
Authorized Representative of the Consultant

Bids and Awards Committee for Consulting Services (BAC-C)

NOTICE OF AWARD

27 October 2022

MS. LIBERTY S. AÑO
Vice President and General Manager
Cuervo Appraisers, Inc.
2nd Floor Padilla Building
F. Ortigas, Jr. Road Ortigas Center, Pasig City

Dear **MS. AÑO**,

We are pleased to inform you that the contract for the **Consulting Services for the Appraisal of BCDA Properties 2022** is hereby awarded to **Cuervo Appraisers, Inc.** being the bidder with **Highest Rated and Responsive Bid (HRRB)** at a contract price of Pesos: **One Million Nine Hundred Seventy-Five Thousand and 00/100 (Php 1,975,000.00)**, inclusive of applicable taxes, fees and incidental expenses.


In this regard, you are hereby required, within ten (10) calendar days from receipt of this Notice of Award to

- 1) Formally enter into a contract with BCDA, provided that all documentary requirements which shall form part of the Contract for the aforementioned project are complied with, and
- 2) Post a Performance Security denominated in Philippine Pesos in the form and in the amount stipulated in Section 39.2 of the Revised IRR of RA 9184, which shall be posted in favor of BCDA and which shall remain valid until the issuance of Certificate of Final Acceptance.


Failure to enter into the said agreement shall constitute sufficient ground for cancellation of the award.

Please indicate your conformance by signing on the space below "Conforme" and return the same immediately upon signing.

Very truly yours,


GISELLE CALALO
Officer-in-Charge
Office of the Executive Vice President

CONFORME


MS. LIBERTY S. AÑO
Vice President and General Manager
Date: NOVEMBER 10, 2022

BACC2022-0171

12 December 2022

MS. LIBERTY S. AÑO
Vice President and General Manager
CUEVO APPRAISERS, INC.
2nd Floor Padilla Building
F. Ortigas Jr. Rd., Ortigas Center., Pasig City

Subject: **NOTICE TO PROCEED**
Procurement of Consulting Services for the Appraisal of Various
BCDA Properties 2022

Dear **Mr. Ramirez**:

Please be informed that Notice is hereby given to you to proceed, within seven (7) calendar days from receipt hereof, with the implementation of the Contract for Consulting Services for the Appraisal of Various BCDA Properties 2022.

Please indicate your concurrence by signing on the space below "Conforme" and return the same to BCDA upon signing.

We look forward to a mutually beneficial relationship with your company.

Very truly yours,


GISELA Z. KALALO
OIC-Executive Vice President

Conforme:


MS. LIBERTY S. AÑO
Vice President and General Manager
CUEVO APPRAISERS, INC.
Date 14 Dec 2022

ZDC2022-0679

