

**CONTRACT FOR CONSULTANCY SERVICES**

**THE PUBLIC IS INFORMED:**

This Contract is executed between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose pursuant to BCDA Board Resolution No. 2022-12-184 as evidenced by the BCDA Secretary's Certificate, a copy of which is attached hereto as Annex A, hereinafter referred to as the BCDA;

- and -

**DARLENE MARIE B. BERBERABE**, Filipino citizen, of legal age, and a resident of [REDACTED], and hereinafter referred to as the CONSULTANT;

(BCDA and the CONSULTANT are individually referred to as the Party and collectively as the Parties.)

**ANTECEDENTS:**

BCDA is mandated by law to transform former military bases and properties into premier centers of economic growth.

BCDA requires the services of a consultant who has the technical expertise to do work where trust and confidence are of paramount consideration and has the full trust and confidence of the BCDA President and CEO.

CONSULTANT is willing to perform the required services.

The services to be provided by CONSULTANT is highly technical and/or primarily confidential or policy determining where trust and confidence is the primary consideration.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties agree as follows:

- DESCRIPTION OF THE ENGAGEMENT.** CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration, and Highly Technical guidance and advices on Public Housing Projects of BCDA while ensuring the proprietary nature of the project-undertakings. CONSULTANT shall assist BCDA in matters relating to BCDA's Public Housing Projects in its economic zones and the New Clark City (NCC) Pilot Affordable Housing Project, as the initial housing project under the consultancy

[REDACTED]

[REDACTED]

contract, which will be implemented based on the financial model and business case contained in the UK Foreign Commonwealth Office (UKFCO) Study.

2. **TERM AND EFFECTIVITY OF THE CONTRACT.** This Contract shall be effective for a period of six (6) months commencing on **03 April 2023** to **02 October 2023** renewable at the option of the BCDA President and CEO and such relevant laws, rules and regulations.

3. **SCOPE OF SERVICES.** CONSULTANT shall perform the following tasks and responsibilities for the duration of the contract:

3.1 Assist BCDA and its Business Development Department (BDD) in its functions including, but not limited to the following:

3.1.1 Handling/management, processing and working on highly confidential and discretionary information, data, and records, particularly concerning public housing development in Bonifacio Global City, New Clark City, Camp John Hay in Baguio City, Poro Point in La Union and other Properties especially the NCC Pilot Affordable Housing Project, the funding and financing thereof as well as the formulation of the bidding parameters thereof; the access of which, owing to its highly sensitive or proprietary nature, must be strictly limited only to authorized individuals bearing the trust and confidence of the BCDA;

3.1.2 Liaising, establishing contacts, and maintaining business and professional relationships/network with third parties on the development of public housing projects and the funding thereof in BCDA properties, especially those confidential in nature and/or involving highly sensitive information;

3.1.3 Support and assistance to the Head of the BDD in working with, coordinating, and partnering with the private sectors on matters concerning BCDA's development projects particularly public housing, including attending meetings and consultations, assistance on project management, setting policy strategies, and implementing the same;

3.2 Provide review and advisory work on housing development and the implementation;

3.3 Coordinate with other BCDA departments/offices and its subsidiaries on matters related to the above; and

3.4 Submit an accomplishment report on a monthly basis for approval by the BCDA President and CEO;

CONSULTANT shall not be obligated to handle or render advisory services on any legal cases and other legal matters concerning BCDA or any of its subsidiaries or affiliates.

4. **CONSIDERATION AND TERMS OF PAYMENT.** The professional fee of CONSULTANT shall be EIGHTY THOUSAND PESOS and 00/100 (Php80,000.00) a month, subject to applicable taxes, which shall be processed and released only every month upon completion and submission of the accomplishment report and supporting documents that may be required by BCDA.

  


5. **DEGREE OF PERFORMANCE.** CONSULTANT is expected to perform his/her duties faithfully and to the best of his/her ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

6. **CONFIDENTIALITY.** CONSULTANT is obliged to follow information security procedures and take all reasonable precautions for the protection of Confidential Information.

This duty of Confidentiality binds any person which may be hired by CONSULTANT, with consent of BCDA, to help in the fulfillment of the obligations under this Agreement.

Upon the termination or expiration of this Contract for any reason, CONSULTANT shall deliver to BCDA all of BCDA's property or Confidential Information in tangible form that CONSULTANT may have in its possession or control.]

7. **CONFLICT OF INTEREST.** CONSULTANT shall fully disclose to BCDA any conflict of interest, or potential conflict of interest immediately upon discovery thereof.

BCDA understands and agrees that other parties with conflicting interests may also be clients of CONSULTANT. CONSULTANT shall disclose to BCDA and request for its consent, which consent shall not be unreasonably withheld. CONSULTANT hereby assures BCDA that it will neither use confidential information obtained from BCDA on behalf of any other client nor make the same available to any of its other clients. By the same token, CONSULTANT shall neither use on behalf of BCDA nor make available to BCDA confidential information obtained from any other client of the CONSULTANT.

8. **TERMINATION OF THE CONTRACT.** For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of CONSULTANT's performance, the services delivered and outputs submitted as well as to terminate this Contract due to contractual breach, breach of trust, loss of confidence, unsatisfactory performance and/or other reasons detrimental to the interest of BCDA.

Over the same period, CONSULTANT may initiate the termination of this Contract provided that:

A written notice for the termination of the consultancy agreement, stating the reasons for the termination of the contract, is submitted by CONSULTANT to the BCDA President and CEO for approval with a copy furnished to the BCDA Human Resource Management Department (HRMD), at least thirty (30) calendar days prior to the proposed date of termination; and

The written notice has been received, accepted and approved in writing by the BCDA President and CEO.

9. **AUTHORITY TO ENTER INTO AGREEMENT.** CONSULTANT shall neither have the right nor the authority to enter into agreements on behalf of BCDA in any manner.

10. **OWNERSHIP OF OUTPUTS.** The outputs realized, produced and submitted by CONSULTANT shall be owned and used solely by BCDA with proper acknowledgment on the contributions made by CONSULTANT. Such outputs shall not be used for the benefit of any other party without the written permission of BCDA.

CONSULTANT shall not sell, transfer, publish, disclose or otherwise make the work product available to third parties without BCDA's prior written consent.

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11. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is understood that there shall be no employer-employee relationship between BCDA and CONSULTANT. Hence, relative thereto BCDA shall not be responsible for complying with labor laws, rules and regulations governing employer-employee relationships in the Philippines.

12. **WAIVER.** The failure of the Parties to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy the other Party may have nor shall it be construed as a waiver of any subsequent breach or default. No waiver of any right stipulated herein shall be deemed to have been made unless expressed in writing and signed by the Parties.

13. **ENTIRE AGREEMENT.** This Contract constitutes the entire, full and complete agreement between the Parties concerning the subject matter hereof. All prior agreements or arrangements, written or oral, between the Parties relating to the subject matter hereof are hereby deemed cancelled and superseded.

No other representation has induced the Parties to execute this Contract, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Contract or otherwise.

14. **AMENDMENTS.** No amendment, alteration, or variance from this Contract shall be binding on either party unless executed in writing by both parties.

15. **SEVERABILITY AND CONSTRUCTION.** Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if for any reason, any paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto. The invalid sections, parts, terms and/or provisions shall not be deemed part of this Contract.

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

16. **VENUE OF ACTIONS.** The venue of any legal action arising out of this Contract shall be brought only in the proper court of record in Taguig City, to the exclusion of all other courts.

SIGNED BY THE PARTIES on \_\_\_\_\_ at \_\_\_\_\_.

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:

[Redacted Signature]

**AILEEN ANUNCIACION R. ZOSA**  
President and CEO

[Redacted Signature]

**DARLENE MARIE B. BERBERABE**  
Consultant



Human Resources Management Department  
FB2023 - 0365

Signed in the Presence of:

\_\_\_\_\_

[Redacted Signature]

**ACKNOWLEDGMENT**

Republic of the Philippines )  
\_\_\_\_\_ **Taguig City** \_\_\_\_\_ ) S.S.

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

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA	[REDACTED]	10 - [REDACTED] Manila
DARLENE MARIE B. BERBERABE	[REDACTED]	

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signatures they affixed confirm their voluntary act and deed and of the entity they represent.

SIGNED AND SEALED on the APR 05 2023 in Taguig City.



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Page No. 80 ;  
Book No. 03 ;  
Series of 2023

[REDACTED]  
[REDACTED]  
ATTY. MARICEL C. CORONACION-SANTOS  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION EXTENDED UNTIL DECEMBER 31, 2023  
ROLL OF ATTORNEYS NO. 63834  
IBP NO. [REDACTED]  
PTR NO. A-[REDACTED]  
MCLE COMPLIANCE NO. VII-00057567-30 JULY 2023

[REDACTED]

[REDACTED]