

ELIGIBILITY DOCUMENTS

**CONSULTING SERVICES FOR THE
CONSTRUCTION MANAGEMENT AND
SUPERVISION OF THE BCDA ICONIC
BUILDING PROJECT**

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REQUEST FOR EXPRESSION OF INTEREST

CONSULTING SERVICES FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION (CMS) OF THE BCDA ICONIC BUILDING PROJECT

1. The Bases Conversion and Development Authority (BCDA), through its 2018 Corporate Budget, intends to apply the sum of **Pesos: Ninety Eight Million Six Hundred Four Thousand Eight Hundred Pesos and 00/100 (PhP 98,604,800.00)**, inclusive of all applicable taxes and fees, being the Approved Budget for the Contract (ABC) for the Consulting Services for the Construction Management and Supervision (CMS) of BCDA Iconic Building Project. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The Eligibility Documents including the Terms of Reference (TOR) for the project can be downloaded from the BCDA Website (<http://www/bcda.gov.ph/>) or can be secured, **free of charge**, by the interested proponent at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City from 02 April 2018 to 27 April 2018 from 8:00 AM to 5:00 PM, except Saturdays, Sundays and Holidays, and 30 April 2018 from 8:00 AM to 12:00 NN.
3. BCDA now calls for the submission of Eligibility Documents for the Consulting Services for the CMS of the BCDA Iconic Building Project.
4. A Pre-Eligibility Conference for the discussion of the Eligibility Documents will be conducted on 11 April 2018 at 02:00 PM at the BCDA Corporate Center, with the same address given above.
5. Consultants must submit the accomplished Eligibility Documents on or before 30 April 2018 at 1:00 PM at the BCDA Corporate Center, with the same address given above. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion. The Opening of the Eligibility Documents is on 30 April 2018 at 1:30 PM at the BCDA Corporate Center, with the same address given above.
6. The interested consultants must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.net/>) as a legitimate service provider for government requirements.
7. The BCDA Bids and Awards Committee for Consultancy Services (BAC-C) shall draw up the shortlist of consultants from those who have submitted Eligibility Documents and have been determined as eligible in accordance with the provisions of Republic

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Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations (IRR).

The qualifications of the consultants are the following:

- 7.1 The CONSULTANT (in case of a Joint Venture (JV), at least one of the members) must be a reputable firm with at least ten (10) years of experience in CMS.
- 7.2 The CONSULTANT (in case of a JV, at least one of the members) must have completed at least five (5) CMS projects for a 100-meter high building structure done either locally, abroad or a combination of both.

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

Criteria	Rating
Relevant Experience of the Consultant	30%
Qualification of the key Personnel to be Assigned to the Project	50%
Current Workload Relative to Capacity	20%
Total	100%

The prospective Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted.

8. Shortlisted Consultants may purchase the Bid Documents at a non-refundable fee of **Fifty Thousand Pesos (Php50,000.00)** at BCDA Corporate Center, with the same address given above.
9. Bidding will be conducted through open competitive bidding and is restricted to Filipino citizens/sole proprietorships, cooperatives and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
10. BCDA shall evaluate bids using the Quality Cost Based Evaluation (QCBE) procedure wherein the technical and financial proposals shall be given a corresponding weight equivalent to 85% and 15%, respectively.
11. The contract shall be completed within **forty five (45) months** reckoned from the date stated in the Notice to Proceed to be issued to the Consultant.
12. BCDA reserves the right to reject any and all bids, annul or cancel the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

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13. For further information, please refer to:

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
Head Secretariat, BAC for Consulting Services

Telephone Number: 575-1739

Email Address: jbvinas@bcda.gov.ph

Date of Posting: 28 March 2018


JOANNA EILEEN M. CAPONES

Vice Chairperson 

Bids and Awards Committee for Consulting Services

Telephone Number: 575-1700

Email Address: jemcapones@bcda.gov.ph







***Terms of Reference
(TOR)***

TERMS OF REFERENCE

CONSULTING SERVICES FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION OF THE BCDA ICONIC BUILDING PROJECT

1. GENERAL BACKGROUND

- 1.1. Republic Act No. 7227 mandates the Bases Conversion and Development Authority (BCDA) to accelerate the sound and balanced conversion into alternative productive uses of the former Clark and Subic military reservations and their extensions, to raise funds through the sale, lease and joint venture of portions of Metro Manila camps, and to apply said funds for the development and conversion to productive civilian use of said reverted military baselands.
- 1.2. BCDA plans to build, lease, operate and transfer an iconic office building and public open space at 11th Avenue corner 11th Drive, North Bonifacio District, Bonifacio Global City (BGC), Taguig City, Metro Manila, Philippines.
- 1.3. In order to achieve its vision to develop its new corporate office, BCDA conducted an International Conceptual Design Competition to invite competent Architectural Firms both local and international to design an iconic building that is distinctive, recognizable and will represent the Bonifacio Global City. The iconic building is envisioned to promote and uphold Filipino ideals through intricate and unique architectural designs. It is also envisioned to create an identifying edifice for BGC the way some architectural landmarks have done for the leading cities in the world
- 1.4. On 05 June 2017, a distinguished panel of jurors including representatives from different sectors of the Filipino society, selected the ICONE TOWER designed by the Team of Henning Larsen Architects (the Architect) as the winner of the International Conceptual Design Competition. The ICONE TOWER design will be used as the concept design for the BCDA Iconic Building Project (the Project). The Architect retains the intellectual proprietary rights to the design.
- 1.5. On 20 December 2017, BCDA issued the Notice of Award for the Consulting Services for the Detailed Architectural and Engineering Design of the BCDA Iconic Building Project.
- 1.6. Prior and during the construction implementation, BCDA requires the services of a CONSULTANT to undertake the Construction Management and Supervision (CMS) of the Project.

2. PROJECT INFORMATION

2.1. The ICONE TOWER is a cone-shaped structure designed to have a central concrete core wall and a diagrid structural system at its exoskeleton with glass cladding consisting of 40 floors. It is planned to accommodate premium office spaces, minimal retail and dining areas, gallery, museum, conference hall, observatory at the highest floor and basement parking.

2.2. The key details of the Project based on the conceptual design are as follows:

Item	Details
Proposed Building Height	At least 250 meters, amsl
Institutional Areas <ul style="list-style-type: none">• Gallery• Museum• Observatory	2,157 square meters
Retail Areas <ul style="list-style-type: none">• Conference Hall• Dining / Restaurant	2,910 square meters
Office Space <ul style="list-style-type: none">• Offices• BCDA Office (5,000 sqm)• Services• Public lobby	37,090 square meters
Parking <ul style="list-style-type: none">• At least 620 slots	35,952 square meters
Total Construction Floor Area	78,109 square meters
Landscape <ul style="list-style-type: none">• Open Space / Park• Observatory Deck• Sky Terraces	7,275 square meters

3. DESCRIPTION AND SCOPE OF CONSULTING SERVICES

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

The Consultant shall undertake construction management and supervision of the Project according to what are required in this TOR. Instructions and directions

may be made by BCDA from time to time during the duration of its Service to ensure proper and efficient implementation of the Project. It shall conduct regular consultation and coordination with BCDA in relation to its obligations and responsibilities to the Project.

Pre- Construction Phase

- 3.1. Assist BCDA in the review and evaluation of the design for the BCDA Iconic Building Project.
- 3.2. Assist BCDA in during the bidding for the selection of BCDA's Partner Contractor in the development of the BCDA Iconic Building Project.
- 3.3. Notwithstanding the obligation of the contractor to secure permits, licenses and other documents needed to start construction, the Consultant shall assist in securing other documents that may be required by the Commission on Audit or other requirements of/from other concerned government entities for the proper and efficient implementation of the Project.

Construction Phase

- 3.4. Maintain all documents of the Project from pre-construction up to its completion and acceptance;
- 3.5. Manage and control the day to day activities of the Project;
- 3.6. Ensure that appropriate safety measures are strictly complied with at the construction site and its surrounding limits;
- 3.7. Deploy and maintain a full-time supervisory and inspection team to perform overall supervision and inspection of the Project;
- 3.1. Present charts showing on-site personnel and organizational channels. Changes shall be made only upon prior written approval from BCDA;
- 3.8. Monitor works in progress to ensure that the Project complies with approved drawings, specifications, schedule and budget;
- 3.9. Ensure that all works are accomplished according to approved plans and specifications;
- 3.10. Witness all the required testing and calibrations;
- 3.11. Ensure effective deployment of labor and equipment;
- 3.12. Ensure timely delivery of material requirements;
- 3.13. Establish procedures for the proper coordination and consultation among the Contractor, Designer, BCDA and the CMS Consultant;
- 3.14. Review cost estimates regularly as the Project progress and update the estimates as required;
- 3.15. Establish procedures to facilitate the effective approval of shop drawings, progress billings, change orders, time extensions and other claims on the Project;
- 3.16. Prepare alternative measures when labor and equipment are inadequate for the work on schedule;



- 3.17. Ensure that the safety program developed by the contractor is appropriate to the requirements of the Project and is strictly followed;
- 3.18. Review and recommend the update on the Project Schedule when conditions so require;
- 3.19. Ensure that all plans, documents and records related to the Project are properly maintained at the construction site;
- 3.20. Ensure that the Contractor maintains its own set of plans, documents and records related to the Project;
- 3.21. Conduct regular review on the approved construction schedule in relation to the actual accomplishment of the Contractor. Control slippages when it occurs and prepare recommendations for catch up programs;
- 3.22. Keep accurate progress reports during all stages of construction and provide BCDA with weekly and monthly progress reports;
- 3.23. Evaluate and recommend all requests for payments submitted by the contractor;
- 3.24. Evaluate and recommend all requests for variation orders and time extensions;
- 3.25. Provide appropriate documents that may be required to handle claims and disputes, if any;
- 3.26. Set up appropriate procedures and ensure the safe and efficient inspection of concerned government agencies, parties recognized by BCDA and the BCDA Inspectorate Team. Prepare and make recommendations on these inspections;
- 3.27. Prepare recommendations to BCDA on matters that require immediate action;
- 3.28. Seek guidance from BCDA on certain project issues that may arise; and
- 3.29. Implement any special requirement or instruction deemed necessary by BCDA for the timely and effective implementation of the Project.

Post Construction Phase

- 3.30. Conduct preliminary and final inspections and ensure that corrective measures are properly made on work items that require rectification as indicated in the punchlist;
- 3.31. Set up appropriate procedures for the conduct of the final inspection to ensure that all rectifications required from the punchlist will be properly corrected;
- 3.32. Prepare and submit a Final Project (or Close Out) Report at the satisfaction of BCDA;
- 3.33. Certify that construction works are completed according to plans and specifications and recommend to BCDA that the Project can then be issued a certificate of completion; and

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

4. DATA, SERVICES AND EQUIPMENT TO BE PROVIDED:

4.1. BY BCDA:

- 4.1.1. BCDA shall provide to the CONSULTANT the copy of the detailed architectural and engineering design for the Project, North Bonifacio Design Standards and Guidelines and other documents pertaining to the Project for reference.
- 4.1.2. During the implementation of the Project or as the construction works progress, BCDA shall furnish the CONSULTANT all available construction documents that may be needed for the effective performance of its duties.
- 4.1.3. BCDA shall arrange the free and unimpeded access by the CONSULTANT's personnel to the Project site, the access of which is required in the performance of the Services.

4.2. BY CONSULTANT:

- 4.2.1. CONSULTANT shall provide the following minimum required equipment to be used exclusively in support of the Services to be rendered for the Project, including maintenance and operational expenses:
 - 1.1. Site Office
 - 1.2. Transportation
 - 1.3. Office Equipment
 - 1.4. Office Supplies
 - 1.5. Communications

5. DELIVERABLES

The CONSULTANT shall be required to prepare, review, evaluate and/or endorse, but not limited to, the following documents:

- 5.1. Detailed Architectural and Engineering Design prepared by the Design Consultant;
- 5.2. Original copies of clearances, permits and licenses required to implement the Project;
- 5.3. Safety and health program;
- 5.4. Minutes of all progress meetings and consultations;
- 5.5. Field reports on all site inspections/investigations;



- 5.6. Materials test results and calibrations of equipment;
- 5.7. Updates in manpower and equipment deployment;
- 5.8. Schedule of delivery of materials;
- 5.9. Weather charts;
- 5.10. Weekly and monthly progress reports and the final (close-out) report;
- 5.11. Incident reports when required;
- 5.12. All claims, such as billings, change orders, time extensions and similar requests;
- 5.13. S-Curves and PERT-CPMs that may be brought about by changes in design, cost or construction period;
- 5.14. Recommend the most effective implementation of the Project when changes in plans, cost and schedule occur or are necessary;
- 5.15. Recommend corrective measures on inconsistencies and inadequacies on documents related to the Project;
- 5.16. Shop drawings;
- 5.17. As-built plans; and
- 5.18. All other reports and documents that may be required by BCDA.

6. MANNING REQUIREMENT

The Consultant shall provide a team of **qualified, experienced, physically fit and mentally fit key personnel, support and administrative staff** (not necessarily limited to those listed below) with duties and responsibilities described in this TOR and with satisfactory experience in implementing projects similar in nature. The Consultant shall provide the resources to fulfill the general requirements described in this TOR.

Key Personnel	Qualification
Team Leader/ Project Manager	<ul style="list-style-type: none"> • must be a Licensed Civil Engineer or Architect for at least 20 years. • was involved in at least 5 completed construction projects of 100 meter building high.
Sr. Resident Engineer	<ul style="list-style-type: none"> • must be a Licensed Civil Engineer or Architect for at least 15 years. • was involved in at least 2 completed construction projects.
Sr. Structural Engineer	<ul style="list-style-type: none"> • must be a Structural Engineer for at least 15 years. • was involved in at least 2 completed construction projects of 100 meter high

	building, 1 of which must be a diagrid structure.
Sr. Architect	<ul style="list-style-type: none"> • must be a Licensed Architect for at least 15 years. • was involved in at least 2 completed construction projects of 100 meter high building.
Sr. Landscape Architect	<ul style="list-style-type: none"> • must be a Licensed Landscape Architect for at least 10 years. • was involved in at least 1 completed construction project.
Sr. Electrical Engineer	<ul style="list-style-type: none"> • must be a Licensed Electrical Engineer for at least 10 years. • was involved in at least 1 completed construction project.
Sr. Mechanical Engineer	<ul style="list-style-type: none"> • must be a Licensed Mechanical Engineer for at least 10 years. • was involved in at least 1 completed construction project.
Sr. Facade Specialist	<ul style="list-style-type: none"> • must have at least 10 years of experience as Facade Specialist. • was involved in at least 1 completed construction project.
Sr. Materials Engineer	<ul style="list-style-type: none"> • must have at least 10 years of experience as Materials Engineer. • must be a DPWH Accredited Materials Engineer II. • was involved in at least 1 completed construction project.
Sr. Fire and Safety Specialist	<ul style="list-style-type: none"> • must have at least 10 years of experience as Fire and Safety Specialist. • was involved in at least 1 completed construction project.
Sr. Quantity/Cost/Specification Specialist	<ul style="list-style-type: none"> • must have at least 10 years of experience as Quantity/Cost/Specification Specialist. • was involved in at least 1 completed construction project.
Sr. Building Information	<ul style="list-style-type: none"> • must have at least 10 years of experience as

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Modelling Specialist	3D and BIM Specialist <ul style="list-style-type: none"> • was involved in at least 1 completed construction project.
Sr. Safety Officer	<ul style="list-style-type: none"> • must have at least 10 years of experience as Safety Officer. • must be a DOLE accredited Safety Officer • was involved in at least 1 completed construction project.

Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.

Foreign key personnel should comply with the regulations under Section 7 (I) of RA 8981 (PRC Modernization Act of 2000) and secure a Special Temporary Permit (STP) from the concerned Board, subject to the approval of the Commission. The STP must be presented to BCDA within fifteen (15) days upon receipt of the Notice to Proceed.

According to Article III, Section B, paragraph 3 of the PRC Memorandum Order No. 03 Series of 2016, the requirements for the issuance of a STP for foreign professionals to be employed by Philippine or foreign private firms or institutions, are as follows:

- A duly accomplished STP Application Form;
- A copy of the contract of employment or service, or memorandum of agreement between the private firm or institution and the foreign professional, indicating the terms of reference, nature of engagement, scope, duration and other project or contract details; and
- An official document showing that the applicant is a registered and licensed professional in the foreign state or country or any equivalent document.

7. PROJECT DURATION

The services for the CMS must be completed within *Forty Five (45) Months* reckoned from the date indicated in the Notice to Proceed or until the completion and turnover of the construction of the BCDA Iconic Building Project, whichever comes later.

The CONSULTANT shall commence the work on the date stated in the Notice to Proceed.

8. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the Consulting Services under this TOR is in the gross amount of **Ninety Eight Million Six Hundred Four Thousand Eight Hundred and 00/100 Pesos** (PhP 98,604,800.00), inclusive of all applicable taxes and fees.

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

Bids received in excess of the ABC shall be automatically rejected.

9. MODE OF PAYMENT

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

- 1.1 Advance Payment equivalent to fifteen percent (15%) of the Contract amount to cover the cost of mobilization, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equal to the advance payment. The Advance Payment shall be repaid by the CONSULTANT by deducting from his progress payments.
- 1.2 Progress Payment shall be made on a quarterly progress billing, which shall be proportionate to the value of actual work accomplished for the construction of the BCDA Iconic Building Project acceptable to BCDA. The billing shall be supported by statement of actual and acceptable works accomplished for the construction of the BCDA Iconic Building Project duly certified by an authorized BCDA Officer.
- 1.3 Final Payment shall be made upon the submission of the Final Billing supported by the following documents:
 - 1.3.1 Certificate of Completion issued by BCDA to the CONSULTANT;
 - 1.3.2 Sworn statement that all liabilities incurred by the CONSULTANT have been paid and that there are no outstanding liens, garnishments, attachments or claims relative to the Project;
 - 1.3.3 Release and Quitclaim by the CONSULTANT, in a form acceptable to BCDA, releasing BCDA from any further claims relating to the Consultancy Contract; and
 - 1.3.4 Such other documents that BCDA may require.



10. QUALIFICATIONS OF THE CONSULTANT

- 10.1. The CONSULTANT (in case of a Joint Venture (JV), at least one of the members) must be a reputable firm with at least ten (10) years of experience in CMS.
- 10.2. The CONSULTANT (in case of a JV, at least one of the members) must have completed at least five (5) CMS projects involving a 100-meter high building structure done either locally, abroad or a combination of both.

11. SHORTLISTING OF THE PROSPECTIVE BIDDERS

The shortlisting, which shall consist of at most five (5) prospective bidders who will be entitled to submit the bids, shall be based on the following criteria and rating:

Criteria	Rating
Relevant Experience of the CONSULTANT	30%
Qualification of the Key Personnel to be assigned to the Project	50%
Current Workload Relative to Capacity	20%
Total	100%

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

12. DETERMINATION OF THE HIGHEST RATED BID (HRB)

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

Criteria	Rating
Relevant Experience of the CONSULTANT	30%
Qualification of the Key Personnel to be assigned to the Project	40%
Plan of Approach and Methodology	30%
Total	100%

To be declared as HRB, the bidder shall pass the required minimum technical score of seventy percent (70%). Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.

13. EVALUATION PROCEDURE

In order to determine the CONSULTANT with the HRB, BCDA shall conduct an evaluation of bids using the Quality-Cost Based Evaluation (QCBE) procedure wherein the technical and financial proposals shall be given a corresponding weight equivalent to 85% and 15%, respectively.

14. PERFORMANCE SECURITY

- 14.1. To guarantee the faithful performance by the winning CONSULTANT of its obligations under the Contract, it shall post a performance security within ten (10) calendar days from the receipt of the Notice of Award from BCDA and in no case later than the signing of the Contract.
- 14.2. The performance security shall be denominated in Philippine Pesos and posted in favor of BCDA in an amount equal to the percentage of the total contract price in accordance with the following schedule.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
<ul style="list-style-type: none"> a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank b. Bank/draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or commercial Bank, if issued by a foreign bank. 	Five percent (5%)
<ul style="list-style-type: none"> c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security 	Thirty percent (30%)

- 14.3. The Performance Security shall be forfeited in favor of BCDA should the CONSULTANT fail to fulfill any of its obligations under the TOR or the



Contract. Additional penalties may also be imposed upon the CONSULTANT for such failure.

15. STANDARD OF SERVICES

The CONSULTANT shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The CONSULTANT shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the CONSULTANT shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the CONSULTANT in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The CONSULTANT shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

16. GENERAL TERMS AND CONDITIONS

16.1. Delay: Extension of time: Force Majeure

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

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works the performance of which is affected by such force majeure. Immediately after such notification, the parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect(s) of the force majeure: provided that the party affected shall be entitled to an extension of the contract time for the number of days of the delay incurred by reason of the causes above mentioned at no additional cost to BCDA.



16.2. Ownership of Reports and Documents

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

16.3. Confidentiality

Except with the prior written consent of BCDA, the CONSULTANT or its Principals and Staff shall not at any time communicate to any person or entity any information disclosed to them by BCDA for the purpose of the Services, nor shall the CONSULTANT or its Principals and Staff make public any information as to the recommendations formulated in the course of or as a result of the Services.

16.4. Representation and Warranties

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

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