

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

- and -

BENIGNO T. CABRIETO, JR., Filipino citizen, of legal age, and a resident of _____ 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.

The CONSULTANT is willing to perform the required services.

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

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

1. DESCRIPTION OF THE ENGAGEMENT

This CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration in connection with real estate and business development in Bonifacio Global City, New Clark City, Poro Point in La Union and other properties transferred to BCDA by virtue of R.A. No. 7227.

2. TERM AND EFFECTIVITY OF THE CONTRACT

This Contract shall be effective for a period of six (6) months renewable at the option of the BCDA President and CEO, to commence from the date of its execution.

3. OBLIGATIONS OF THE CONSULTANT

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

- 3.1 Provide technical assistance and recommendation to the BCDA President and CEO on matters relating to real estate development and valuation of BCDA properties;



- 3.2 Conduct studies on financial projections and recommendations on the development of such assets to realize maximum returns to BCDA;
- 3.3 Review development proposals vis-à-vis the terms of reference and guidelines;
- 3.4 Coordinate with BCDA departments/offices and its subsidiaries on matters relating to business and real estate development;
- 3.5 Submit a status report of projects to the President and CEO as may be necessary;
- 3.6 Submit an accomplishment report on a monthly basis for approval by the President and CEO; and
- 3.7 Perform other functions as may be directed by the BCDA President and CEO.

4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **SEVENTY FIVE THOUSAND PESOS and 00/100 (Php75,000.00)** 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, to the BCDA President and CEO.

5. DEGREE OF PERFORMANCE

The 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

The 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 the 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 the CONSULTANT may have in its possession or control.

Any conflict of interest, or potential conflict of interest, should be delivered by the CONSULTANT immediately upon discovery.

7. TERMINATION OF THE CONTRACT

7.1 For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of the 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.

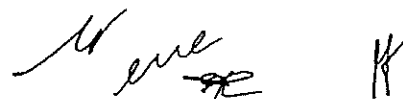
7.2 Over the same period, the CONSULTANT may initiate the termination of this Contract provided that:

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

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

8. AUTHORITY TO ENTER INTO AGREEMENT

The CONSULTANT shall neither have the right nor the authority to enter into agreements on behalf of BCDA in any manner.



9. OWNERSHIP OF OUTPUTS

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

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

10. NO EMPLOYER-EMPLOYEE RELATIONSHIP

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

11. WAIVER

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

12. ENTIRE AGREEMENT

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

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

13. AMENDMENTS

No amendment, alteration, or variance from this Contract shall be binding on either party unless executed in writing by both parties, except for adjustments in compensation in the event of increase in the cost of services as provided under Section 2 hereof.

14. SEVERABILITY AND CONSTRUCTION

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

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

15. VENUE OF ACTIONS

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

SIGNED BY THE PARTIES on 28 February 2018 at Taguig City.

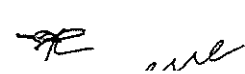
BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONSULTANT


By:


VIVENCIO B. DIZON
President and Chief Executive Officer


BENIGNO T. CABRIETO, JR.



Signed in the Presence of:

_____  _____

ACKNOWLEDGMENT

Republic of the Philippines)
_____ Taguig City) S.S.

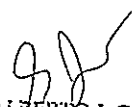
BEFORE ME, a Notary Public for and in _____ Taguig City _____, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
VIVENCIO B. DIZON		
BENIGNO T. CABRIETO, JR.		

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 _____ MAR 19 2018 _____ in _____ Taguig City _____.

Doc. No. 365;
Page No. 74;
Book No. 18;
Series of 2018.


GUABERTO J. OYZON, JR.,
Notary Public for Taguig City, Philippines
Appointment No. 22, Until 31 December 2019
2/F BTC 27th St., BGC, Taguig City, 1698
PTR No. A-3774071; Taguig City/16 January 2018
Roll of Attorneys No. 42062/IBP Lifetime Member No. 04862
MCLC Compliance No. V-0005517/14 January 2015

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