

**CONTRACT FOR CONSULTING SERVICES  
FOR THE APPRAISAL OF VARIOUS PROPERTIES**

**THE PUBLIC IS INFORMED:**

This **CONTRACT** is executed between:

The **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, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street Crescent Park West, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, duly authorized for this purpose under Item 178 of the revised Manual of Approval which was approved by the BCDA Board on 22 November 2017, a copy of which is hereto attached as **Annex "A"**; hereinafter referred to as "**BCDA**";

- and -

The **ASIAN APPRAISAL COMPANY, INC.**, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at G/F MTE Building, 2735 Zenaida Street, Makati City, represented herein by its Vice President, **JOHN C. PAR**, duly authorized for this purpose as evidenced by a *Secretary's Certificate* dated 02 May 2018, a copy of which is hereto attached as **Annex "B"**; hereinafter referred to as "**Consultant**".

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

**ANTECEDENTS**

BCDA is mandated under Republic Act No. 7227, as amended by Republic Act 791 accelerate the sound and balanced conversion into alternative productive uses of the m 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 **Annex "C"**.

The technical expertise required by the said task is not within the capabilities of BCDA's 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 said consultancy services under Section 53.9 of the revised IRR of RA 9184 through Small Value Procurement since the total project cost is less than the prescribed threshold of PhP1,000,000 for Government Owned and Controlled Corporations (GOCCs).

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TINA ROSE R. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE  
JUN 14 2018

In compliance with Annex "H" of RA 9184, which is the Consolidated Guidelines for the Alternative Methods of Procurement, BCDA's Land and Assets Development Department (LADD) requested the authority from the Bids and Awards Committee for Consultancy (BAC-C) to delegate to LADD the procurement of the consultancy services for the appraisal of the subject properties. A copy of the BAC-C Resolution BC-2018-012 is hereto annexed as **Annex "D"**;

A Request for Proposal (RFQ) was sent to three (3) consultants of known qualifications. The said RFQ was also posted to the websites of PhilGEPS and BCDA;

The CONSULTANT was one of the two (2) proponents which submitted its qualifications and proposal to perform the appraisal services and which communicated its willingness to provide the necessary expertise to BCDA;

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;

**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:

**SECTION 1. SPECIFIC UNDERTAKING**

The Consultant shall be engaged to render consulting services for BCDA. Specifically, the Consultant shall be required to conduct appraisal studies to ascertain the market value, market rent, as well as accommodation value of the properties subject for appraisal.

**SECTION 2. OBJECTIVE OF THE CONSULTING SERVICES**

The Consulting Services required under the Terms of Reference (TOR) of this Contract shall be the determination of the Market Value of Land and Retail Units, Accommodation Value and Market Rent of properties for appraisal using the appropriate valuation methodologies.

**SECTION 3. SCOPE OF SERVICES / DELIVERABLES**

The Consultant shall provide the following services:

- a. Conduct an ocular inspection / identification of the lots for appraisal;
- b. Undertake the valuation study of the properties for appraisal using the appropriate valuation methodology to determine the following:
  - Market Value of Land for BGC Lots;
  - Market Value of Retail Units for BGC Lots;
  - Market Value and Market Rent based on the proposed Land Uses for Navy Village Property in Fort Bonifacio, Taguig City (Land Residual Value);
  - Market Value and Accommodation Value of Eastgate Lot in BGC;
  - Market Value and Market Rent of STP Lot in PDS Area, and

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 JUN 14 2018

Official Gazette (http://www.gov.ph)  
 Open Data Portal (http://data.gov.ph)  
 GOVERNMENT LINKS  
 The President (http://president.gov.ph/)  
 Office of the President (http://op-proper.gov.ph/)  
 Office of the Vice President (https://ovp.gov.ph/)  
 Senate of the Philippines (http://senate.gov.ph/)  
 House of Representatives (http://congress.gov.ph/)  
 Supreme Court (http://sc.judicial.gov.ph/)  
 Court of Appeals (http://ca.judicial.gov.ph/)  
 Sandiganbayan (http://sb.judiciary.gov.ph/)

- Market Value and Market Rent of Land and Structures of 21 Villas in Clark Air Base.
- c. Prepare and submit the draft appraisal report within twenty (20) calendar days from the receipt by the Consultant of the Notice to Proceed;
  - d. Prepare the Final Report within five (5) calendar days from receipt of BCDA's comments (if any) on the draft report;
  - e. The Consultant shall consult and coordinate with BCDA in the course of the performance of its obligations; and
  - f. Fulfill all its obligations by using its technical expertise and in accordance with the highest professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence and prudence in the discharge of its duties under this Contract and shall always work in the best interest of BCDA. To attain these ends, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services.

#### SECTION 4. TERM AND EFFECTIVITY

- 4.1 The project shall be completed within thirty (30) calendar days from receipt by the Consultant of the Notice to Proceed.
- 4.2 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.

#### SECTION 5. CONTRACT PRICE AND MANNER OF PAYMENT

In consideration of the full and satisfactory performance of the services rendered by the Consultant, BCDA shall pay the Consultant the Total Contract Price of **Six Hundred Fourteen Thousand Pesos (Php614,000.00)**, inclusive of applicable taxes and fees, to be paid in accordance with the following schedule:

- a. 50% of the Contract Price upon submission to and approval by BCDA of the draft reports; and,
- b. 50% of the Contract Price upon submission to and approval by BCDA of the final appraisal reports as evidenced by the issuance by BCDA of the Certificate of Completion.

#### SECTION 6. TERMINATION

6.1 BCDA may, at any time, terminate this Contract by giving the Consultant a written notice at least seven (7) calendar days before the intended date of termination. Upon pre-termination of this Contract, a pro-rated settlement of services rendered by the Consultant only up to the date of the termination of the Contract shall be made. BCDA shall not be liable to pay for any costs accruing to the Consultant if the ground for the pre-termination of this Contract is the Consultant's failure to comply with its obligations.

6.2 BCDA reserves the right to cancel the Contract without necessity of judicial proceedings if, it determines that, the Consultant has:

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**TINA ROSENIA VILLA**  
**RECORDS MANAGEMENT OFFICER IV**  
**BCDA RECORDS OFFICE**  
**JUN 14 2018**

- 6.2.1 violated any of the provisions, terms and conditions of this Contract;
- 6.2.2 been found liable for committing acts constituting just or authorized causes for termination under the law; or
- 6.2.3 been found liable for committing acts detrimental to BCDA and/or its Project.
- 6.3 BCDA shall notify the Consultant in writing of its failure to comply with the terms of the Contract. If the latter should fail to remedy the situation within five (5) calendar days from receipt of said notice, BCDA shall terminate the Contract by serving a written Notice of Termination.
- 6.4 Within the seven (7)-day period contemplated under Section 6.1 or five (5) days from receipt of the Notice of Termination under Section 6.3, the Consultant shall, without need of demand, turn over to BCDA all documents and records which had been prepared and/or acquired by the former in the course of the performance of the consultancy services.
- 6.5 Should the Consultant decide to leave the project for any reason, other than force majeure, which prevents it from performing the contracted services, the Consultant shall be liable for liquidated damages for breach of contract in an amount equivalent to ten percent (10%) of the total contract price. The termination of the contract by the Consultant shall be without prejudice to the obligation of the Consultant provided in Section 6.4.

## **SECTION 7. STANDARD OF SERVICES**

The Consultant shall fulfill its obligations under this Contract by using its technical expertise and in accordance with the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of its obligations 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 contracted services/undertakings.

The contracted 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 the completion of the subject undertaking. The Consultant shall conduct regular consultations with BCDA in the course of the performance of its obligations under the Contract.

## **SECTION 8. OWNERSHIP OF REPORTS AND DOCUMENTS**

Reports, maps, documents and materials compiled or prepared in the course of the performance of the contracted services shall be exclusive properties of BCDA and shall not be used by the Consultant for purposes unrelated to the Contract without the prior written approval of BCDA.

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**TINA ROSE DE VILLA**  
**RECORDS MANAGEMENT OFFICER IV**  
**BCDA RECORDS OFFICE**

**JUN 7 2018**

## SECTION 9. CONFIDENTIALITY

The Consultant warrants the full confidentiality of all information gathered for and given by **BCDA**, unless the latter indicates the contrary. The Consultant shall not disclose to any third party any communication and information disclosed to it for the purpose of this Contract. After the completion of the Contract, all materials, data, and other related documents provided must be returned to **BCDA**.

The Consultant shall not be enter into, directly or indirectly, any undertaking with any person or entity in competition with BCDA or having interest/s adverse to the interest of the latter. This prohibition shall subsist for a period of two (2) years after the expiration of the Contract.

The Consultant's breach of this confidentiality provision shall entitle BCDA to legal and other equitable remedies including but not limited to the immediate cancellation of this Contract and shall entitle BCDA for claims for damages and injunctive relief under the circumstances. BCDA may also elect to terminate further access by the Consultant to any data and information related to the Project/Contract.

This confidentiality of information shall survive the termination or conclusion of this Contract.

## SECTION 10. FURTHER ASSURANCE

Each Party shall, upon the request of the other, execute additional documents and do other acts or things which may reasonably be required to prosecute this Contract.

## SECTION 11. NOTICES

- 11.1 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.
- 11.2 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.

## SECTION 12. GENERAL TERMS AND CONDITIONS

### 12.1 Independent Contractor

The Contract of the Consultant with the BCDA is strictly and solely that of an independent contractor and no employer-employee relationship is hereby created or shall arise between the Consultant or its employees or agents and BCDA by reason or as a consequence thereof. As such, BCDA shall not be liable for any damage, injury or death caused to the Consultant's employees and agents or third persons. Sub-contracting is not allowed.

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**TINA ROSA R. VILLA**  
RECORDS MANAGEMENT OFFICER Page 5 of 9  
BCDA RECORDS OFFICE  
JUN 14/2018

*[Signature]*

*[Signature]*

## 12.2 Alteration and Additional Works

Revisions or additional works that become necessary due to the errors or fault of the Consultant or those which are necessary to comply with the requirements of the Contract shall be done by the Consultant at no additional cost to BCDA. Nevertheless, any variation of additional work items not included in the foregoing but which are proximate, appropriate and necessary shall be subject to, and covered by, a separate agreement by the Parties in writing and shall comply with the same requirements.

## 12.3 Delay and Force Majeure

Any delay on the agreed completion date on account of either Party's failure to perform its obligations under this Contract shall not constitute default nor shall it give rise to any claim if such delay or failure is wholly attributable to force majeure, including acts 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 despite their exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify the other Party in writing of the same and the obligations or part of the contracted services seen to be hampered by the said event. 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 event; provided, that either Party shall be entitled to an extension of the relevant period set for the performance of the obligation affected by the event.

## SECTION 13. LIQUIDATED DAMAGES

Should the Consultant fail to perform its obligations within the period provided in provision 4.1 hereof, the Consultant shall pay to BCDA liquidated damages in the amount equivalent to one-tenth of one percent (0.01%) of the cost of the unperformed portion of the Contract for every day of delay.

## SECTION 14. CONFLICT OF INTEREST

The Consultant and its officers or staff who may be directly or indirectly associated with firms having interest/s in any projects of BCDA shall confine their roles therein to providing the contracted services and shall disqualify themselves and their affiliates from bidding for BCDA projects, products or services.

## SECTION 15. CUMULATIVE RIGHTS

All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative and none of them shall limit any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either Party.

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*R*

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**TINA ROSE R. VILLA**  
**RECORDS MANAGEMENT OFFICER IV**  
**BCDA RECORDS OFFICE**  
**JUN 14 2018**

## **SECTION 16. SETTLEMENT OF DISPUTES**

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.

## **SECTION 17. INDEMNIFICATIONS**

The Consultant agrees to hold BCDA harmless and free from any and all liabilities, suits, actions, demands, or claims of whatever nature arising from death or injury to persons or properties resulting from any act or omission of the former's officer/s, employee/s, or agent/s in connection with its performance of the contracted services. The Consultant agrees to indemnify, protect, and defend at its own expense BCDA and its officer/s, employees/s, or agent/s from and against any and all such actions arising from any act or omission of the Consultant, its officer/s, employee/s, or agent/s in the course of its performance of the contracted services including those arising from the unsanctioned use of any copyrighted material or patented process, invention, or equipment.

## **SECTION 18. NON-WAIVER OF RIGHTS**

The failure of one Party to insist upon the strict performance of any term, condition, and covenant herein shall not be deemed a relinquishment or waiver of any right/remedy that said Party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. No waiver by any one Party or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by that Party.

## **SECTION 19. OGCC REVIEW**

This Contract has been reviewed and approved by the Office of the Government Corporate Counsel (OGCC) in its OGCC Contract Review No. 197 dated 07 May 2018, and all its comments and suggestions have been incorporated in this Contract.

## **SECTION 20. AMENDMENTS**

No amendment, modification and alteration to this Contract shall be valid or binding on either Party unless stipulated in writing and executed with the same formality as this Contract.

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**CERTIFIED TRUE COPY**  
*Handwritten signature*  
**TINA ROSE R. VILLA**  
**RECORDS MANAGEMENT OFFICER IV**  
**BCDA RECORDS OFFICE**  
**JUN 14 2018**

**SECTION 21. SEPARABILITY**

BCDA and the Consultant hereby agree that should any of the terms and conditions or any provision of this Contract be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions or provisions of this Contract, which shall continue to be in full force and effect.

For purposes of the immediately preceding, the Parties hereby agree to amend or modify any provision of this Contract which has been declared invalid or contrary to law, to conform to the subject and objective thereof.

**SECTION 22. NON-TRANSFERABILITY OF RIGHTS AND DUTIES**

The Consultant shall not assign, transfer and subcontract, in whole or in part, its contractual duties and responsibilities to any person or entity without the prior written consent of BCDA. Any violation thereof shall constitute a breach of this Contract and shall be a cause for its immediate termination.

**SECTION 23. ANTI-CORRUPTION**

The Consultant shall:

23.1 Comply with all applicable laws, statutes, regulations criminalizing or curbing bribery and corruption and desist from engaging in any activity, practice or conduct which would constitute an offense under RA 3019 or the Anti-Graft and Corrupt Practices Act; and

23.2 Promptly report to BCDA any request or demand, which if complied with, would amount to a breach of either this Contract or RA 3019.

A breach of this clause shall be deemed a violation of this Contract, entitling BCDA to terminate the Contract under Section 6.2 hereof.

**SIGNED BY THE PARTIES** on 24 May 2018 in Taguig City, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**ASIAN APPRAISAL COMPANY, INC.**

By:

By:

*Aileen Anunciacion R. Zosa*  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President

*John C. Par*  
**JOHN C. PAR**  
Vice President



Land and Assets Development Department  
DC2018 - 0174

Signed in the presence of:

*Joshua M. Bingcang*  
**JOSHUA M. BINGCANG**  
Vice President, BDOG

*Jane Marie Malina S. Estremera*  
JANE MARIE MALINA S. ESTREMER

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*Tina Rose E. Villa*  
**TINA ROSE E. VILLA**  
RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE  
JUN 14 2018

*[Handwritten initials]*



**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
Aileen Anunciacion R. Zosa	Passport	11 June 2014 / 10 June 2019	
John C. Par			

who are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their voluntary act and the entities they represent.

**SIGNED AND SEALED** on MAY 28 2018 in Taguig City, Philippines.

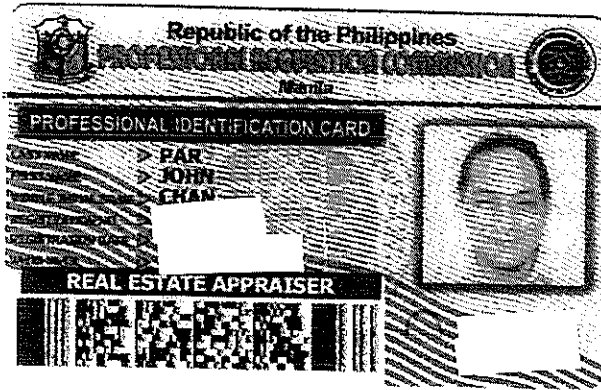
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Page no. 21  
Book no. 1  
Series of 2018.

  
**GUALBERTO J. OYZON, JR.**  
Notary Public for Taguig City, Philippines  
Appointment No. 22, Until 31 December 2019  
2/F BTC 21<sup>st</sup> St., BGC, Taguig City, 1634  
PTR No. A-3774071/Taguig City/16 January 2018  
Roll of Attorneys No. 48062/IBP Lifetime Member No. 04862  
MCLB Compliance No. V-0005517/14 January 2015

  
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RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE  
JUN 14 2018







Professional Regulation Commission  
P. Parades St., corner N. Reyes St., Sampaloc, Manila  
www.prc.gov.ph Hotline Number: 735-1535

**CERTIFICATION**

001375413

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges associated thereto.

This is to certify that the person is a professional in good standing and that his/her certificate of registration is not suspended, restricted, or withdrawn.

Signature of Professional

*[Signature]*  
PROF. JOSE C. DOME, MD.  
Governor

CERTIFIED COPY OF A PHOTOCOPY

TINA ROSE B. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BCEA RECORDS OFFICE  
JUN 14 2018

Republic of the Philippines Office of the President  <b>BCDA</b> Bases Conversion and Development Authority	<b>BASES CONVERSION AND          DEVELOPMENT AUTHORITY</b>	Page No. Page 26
	<b>Manual of Approval</b>	Issue No. 002
		BOD Approval Date 22 Nov. 2017

No.	Item	Upon Recommendation of, thru EVP/COO
	of Consulting Services	
161	Disposal through public bidding of Movable Properties considered unserviceable and serviceable but no longer needed as well as scrap materials (including authority to enter into negotiated sale) with an agency Appraised Value of above P10 Million	Disposal Committee/BAC for Disposal of unserviceable properties
162	Annual Physical Inventory Report of movable properties	Annual Inventory Committee/PPMD

## FOR APPROVAL OF THE EXECUTIVE VICE PRESIDENT

No.	Item	Upon Recommendation of
	<b>BUSINESS MANAGEMENT</b> (covers BCDA assets/properties and assets/properties under BCDA administration, supervision, and disposition)	
163	Permits and licenses for utilities requiring the approval of BCDA	BDOG Head
	<b>FINANCE MANAGEMENT</b>	
164	Realignment of budget P3 Million and below, summary of approved realignments shall be reported to BOD on a quarterly basis	BD Head/FSG Head
165	Request for issuance of Heritage Park Certificates	TID Head
	<b>LEGAL REVIEW</b>	
166	Transmittal letter to OGCC for Contract Review/Approval/Legal Opinion (Signing)	GC
	<b>SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING</b>	
167	Issuance of second letters for violations of the JV contract, COL and other business contracts	SAPMD Head
168	Communication to the Utility and Facility Operator in SCTEX on infractions, violations, and/or non-compliance (Signing)	SAPMD Head
	<b>CORPORATE AFFAIRS</b>	
169	Corporate Social Responsibility (CSR) Projects with a budget of below P500,000.00	CSG head
	<b>ADMINISTRATIVE MATTERS</b>	
170	Authority to pay/release regular BCDA benefits/incentives and benefits/incentives authorized by regulatory authorities/agencies (alternate of PCEO)	CSG Head

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 RECORDS MANAGEMENT OFFICER IV  
 BCDA RECORDS OFFICE

MAY 18 2018

<p style="text-align: center;">Rep. of the President Office of the President</p> <p style="text-align: center;"><b>BCDA</b> Bases Conversion and Development Authority</p>	<p><b>BASES CONVERSION AND DEVELOPMENT AUTHORITY</b></p>	<p>Page No. Page 27</p>
	<p><b>Manual of Approval</b></p>	<p>Issue No. 002</p>
		<p>BOD Approval Date 22 Nov. 2017</p>

No.	Item	Upon Recommendation of
171	Vacation/Sick/Privilege Leave, within the Philippines for 15 days or more for all positions	Concerned Department Head through ODMD and CSG Head
172	Vehicle assignment/deployment to a particular office; use of vehicle to an office or entity, government or private, internal or external	CSG Head
173	Rehabilitation Leave on job-related injuries for all positions	CSG Head
174	Conduct of seminars, trainings, team building, and physical fitness activities	CSG Head
175	Request for new provision of mobile data or wi-fi as well as post-paid line and cellcard for ranks SG 24 and below	Concerned Group Head
176	Filing/Submission of claims for Directors and Officers Liability Fund (DOLF)	DOLF Committee (based on DOLF policy)
177	Performance Ratings of Group Heads, subject to review by P/CEO	
178	<p>Procurement covered by R.A. 9184 and its revised IRR for Goods with an ABC of above ₱1 Million to ₱10 Million and below as well as for Consulting Services and Infrastructure with an ABC of ₱10 Million and below:</p> <ul style="list-style-type: none"> <li>a. Authority to procure</li> <li>b. Approved budget for the contract (ABC)</li> <li>c. Terms of Reference (TOR)</li> <li>d. Award of Contract</li> <li>e. BAC Resolution on re-bidding, authority to enter into negotiated procurement, use of alternative methods of procurement and delegation of authority to the concerned end-user or to the Procurement Division (involving goods) to process procurement using the allowed alternative methods of procurement, if applicable</li> <li>f. BAC Resolution on the ranking of shortlisted bidder/s and declaration of highest rated bid (HRB) for the procurement of Consulting Services with an ABC of ₱10 Million and below</li> <li>g. Contract</li> <li>h. Cancellation/termination of procurement, award, or contract</li> <li>i. Amendment to Order above ₱1 Million to ₱10 Million and below for Goods</li> </ul>	<p>Group Head of end-user (a, b, c, g, h, i, and j)</p> <p>BAC (d, e, f, and h)</p>

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MAY 18 2018  
TINA ROSE R. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE

*[Handwritten signature]*

A

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

SECRETARY'S CERTIFICATE

I, DIANE MADELYN C. CHING, of legal age, Filipino, with office address at 4<sup>th</sup> Floor Citi Center Bldg., Paseo de Roxas, Makati City after having been duly sworn in accordance with law, do hereby depose and state that;

1. I am the duly elected and qualified Corporate Secretary of Asian Appraisal Company, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the Philippines with principal office located at 2735 Zenaida St., Barangay Poblacion, Makati City

2. I hereby certify that at the meeting of the Board of Directors held at the Corporation's principal office on 06 April 2018, wherein a quorum was present and acting throughout, the following Resolutions were unanimously approved:

"WHEREAS, the Board authorized its President, Mr. Felix Cesar L. Zerrudo, to identify the transactions in which the Corporation may participate in, with full power and authority, to perform all action necessary to represent the Corporation in such transactions or designate a representative, as he may deem necessary and appropriate."

"RESOLVED, pursuant to the authority given, the President, Mr. Zerrudo hereby resolved that the Corporation be authorized and empowered, as it is hereby authorized and empowered, to submit proposals and to render services to BASES CONVERSION AND DEVELOPMENT AUTHORITY;"

"RESOLVED, FURTHER, that JOHN C. PAR, be authorized and empowered, as he is hereby authorized and empowered, to perform any and all acts necessary to represent the Corporation in the aforementioned transaction with full power and authority to sign, execute and deliver any and all documents relevant to give full force and effect to the foregoing resolution."

"RESOLVED, FINALLY, that the foregoing resolution shall continue to have full force and effect until the same are repealed, amended and/or superseded by a subsequent resolution to the contrary."

IN WITNESS WHEREOF, I have hereunto set my hand this 02 MAY 2018 day of \_\_\_\_\_ 2018 at \_\_\_\_\_.

*[Signature]*  
DIANE MADELYN C. CHING  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ at \_\_\_\_\_, affiant exhibited to me her Driver's License No. N04-99-451455 valid until 06 December 2022.

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Book No. 0  
Series of 2018.

TINA ROSA R. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BSEA RECORDS OFFICE  
JUN 14 2018

*[Signature]*  
DIANE MADELYN C. CHING  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2018  
APPOINTMENT NO. M-367  
428 EMMA BUNTINGA, PALAHAN MAKATI CITY  
PTR NO. 0003214 Jan. 1, 2018  
IBP NO. 019760 IBP Batangas, Jan. 03, 2018  
MCLE Compliance No. V-0019727  
PPLM ROLL NO. 58312  
TIN-27860876004

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## PROPERTIES FOR APPRAISAL

### A. CITI CENTER LOTS (Bonifacio Global City, Taguig City)

	Property	Lot Area (sqm)
1	Avida Towers Turf BGC	4,140
2	Capital House	2,066
3	Falcon 1 & 2 Park Triangle Corporate Plaza	3,580
4	Alveo park Triangle	2,442
5	Park Triangle Residences	4,000
6	West Gallery Place	4,859
7	East Gallery Place	4,859
8	Verve Residences	6,329
9	Corporate Plaza	7,012
10	The Meridien	6,329
11	The Suites Retail	6,623

### B. EASTGATE LOT (Bonifacio Global City, Taguig City)

	Property	Lot Area (sqm)	Floor Area Ratio (FAR)
1	Eastgate Lot	3,099	3

### C. STP LOT (Pamayanang Diego Silang, Taguig City)

	Property	Lot Area (sqm)
1	STP Lot (portion)	6,411

### D. CLARK ASEAN VILLAS (Clark Base Base, Pampanga)

	Property	Lot Area per Villa (sqm)	Floor Area per Villa (sqm)
21	Clark Asean Villas	1220	554

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TERA ROSE TO VILLA  
RECORDS MANAGEMENT OFFICER IV  
BCCM RECORDS OFFICE

JUN 14 2018

*[Handwritten Signature]*

E. NAVY VILLAGE (Fort Bonifacio, Taguig City)

	Land Use based on Master Plan	Lot Area (sqm)	Floor Area Ratio (FAR)	Buildable Floor Area
1	STP	8,037	-	-
2	Institutional 1	8,440	5	42,200
3	Institutional 2	8,745	5	43,725
4	Institutional 3	5,973	5	29,865
5	Institutional 4	9,001	5	45,005
6	Institutional 5	5,820	5	29,100
7	Institutional 6	8,485	5	42,425
8	Institutional 7	8,087	5	40,435
9	Institutional 8	8,998	5	44,990
10	Institutional 9	11,905	5	59,525
11	Sub-Station	4,045	-	-
12	Mixed Use 1	8,556	7	59,892
13	Mixed Use 2	9,003	7	63,021
14	Mixed Use 3	10,370	7	72,590
15	Mixed Use 4	9,245	7	64,715
16	Mixed Use 5	11,633	7	81,431
17	Mixed Use 6	9,112	7	63,784
18	Mixed Use 7	9,223	7	64,561
19	Mixed Use 8	9,302	7	65,114
20	Mixed Use 9	7,558	7	52,906
21	Mixed Use 10	287	7	2,009
22	Pasong Tamo Widening	6,165	-	-
23	Pasong Tamo Pedestrian Strip	2,205	-	-
24	Road Right of Way	39,391	-	-
25	Recreational / Open Space	38,820	-	-
<b>TOTAL</b>		<b>258,406</b>		

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 TINA ROSA R. VILLA  
 RECORDS MANAGEMENT OFFICER IV  
 BCRA RECORDS OFFICE  
 JUN 14 2018

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**BAC-C Resolution No. BC-20 18-012**

**NEGOTIATED PROCUREMENT THROUGH SMALL VALUE PROCUREMENT**

**Consulting Services for the Appraisal of Various Properties**

WHEREAS, in a memo dated April 13, 2018, the Land and Asset Development Department (LADD) of BCDA endorsed to the Bids and Awards Committee for Consulting Services (BAC-C), the procurement of the services of a CONSULTANT to conduct an appraisal of several properties and its request to delegate the authority to procure to the LADD, in accordance with the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the Government Procurement Reform Law;

WHEREAS, the properties subject of appraisal are as follows:

**A. CITI CENTER LOTS (Bonifacio Global City, Taguig City)**

- Determination of Market Values of Land and Retail Units

	Property	Lot Area (sqm)
1	Avida Towers Turf BGC	4,140
2	Capital House	2,066
3	Falcon 1 & 2 Park Triangle Corporate Plaza	3,580
4	Alveo Park Triangle	2,442
5	Park Triangle Residences	4,000
6	West Gallery Place	4,859
7	East Gallery Place	4,859
8	Verve Residences	6,329
9	Corporate Plaza	7,012
10	The Meridien	6,329
11	The Suites Retail	6,623

**B. EASTGATE LOT (Bonifacio Global City, Taguig City)**

- Determination of Market Value and Accommodation Value

	Property	Lot Area (sqm)	Floor Area Ratio (FAR)
1	Eastgate Lot	3,099	3

**C. STP LOT (Pamayanang Diego Silang, Taguig City)**

- Determination of Market Value and Market Rent

	Property	Lot Area (sqm)	Floor Area Ratio (FAR)
1	STP Lot (portion)	6,411	3

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TINA ROSA V. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE

JUN 14 2018

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Taguig City, Philippines

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BCDA Corporate Center  
2/F Bonifacio Technology Center  
31st St. cor. 2nd Ave. Bonifacio Global City  
Taguig City 1634 Philippines



**D. CLARK ASEAN VILLAS** (Clark Air Base, Pampanga)

- **Determination of Market Values and Market Rent of Land and Structures**

	Property	Lot Area (sqm)	Floor Area per Villa (sqm)
21	Clark ASEAN Villas	1,220	554

**E. NAVY VILLAGE** (Fort Bonifacio, Taguig City)

- **Determination of Market Value and Market Rent based on the proposed land uses**

	Property	Lot Area (sqm)	Floor Area Ratio (FAR)	Buildable Floor Area
1	STP	8,037	-	-
2	Institutional 1	8,440	5	42,200
3	Institutional 2	8,745	5	43,725
4	Institutional 3	5,973	5	29,865
5	Institutional 4	9,001	5	45,005
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23	Pasong Tamo Pedestrian Strip	2,205	-	-
24	Road Right of Way	39,391	-	-
25	Recreational / Open Space	38,820	-	-
	<b>TOTAL</b>	<b>258,406</b>		

**WHEREAS**, Section 53.9 of the Revised IRR of RA 9184 allows the procuring entity to resort to Alternative Methods of Procurement, specifically Small Value Procurement where the procurement does not fall under Shopping of Section 52 of the Revised IRR and the amount involved does not exceed the thresholds prescribed in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Revised IRR in the amount of One Million Pesos (Php1,000,000.00) for NGAs, GOCCs, GFIs, SUCs and Autonomous Regional Government;

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TINA ROSE R. VILLA  
RECORDS MANAGEMENT OFFICER IV  
BDBA RECORDS OFFICE  
JUN 14 2018

*[Handwritten signatures and initials]*

**WHEREAS**, the approved budget for the abovementioned consulting services with a term of 30 days is Pesos: Six Hundred Fourteen Thousand (Php 614,000.00), inclusive of all applicable taxes and fees;

**WHEREAS**, pursuant to Annex H, Section J, Delegation of Authority states that, "the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may be delegated to the End-user unit or any other appropriate bureau, committee, or support unit duly authorized by the BAC through a Resolution approved by the HOPE."

**NOW, THEREFORE**, the BAC-C resolve, as it is hereby resolved:

1. To recommend the procurement of appraisal services using the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;
2. To delegate the procurement of said consulting services to the LADD, pursuant to Annex H, Section J of the Revised IRR under Delegation of Authority;
3. To direct the end user to request for the issuance of the Certificate of Funds Availability (CFA) for the procurement prior to the award of the contract;
4. To direct the end-user to furnish the BAC-C Secretariat copies of the duly conformed Notice of Award and Notice to Proceed as well as the executed contract, and all supporting documents pursuant to the procurement; and
5. To direct the end-user to report to the BAC-C the result of the procurement process within 10 days in the event that the procurement of said consulting services fails.

Done in Taguig City, this 23rd day of April 2018.

### BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES

*On official business*

**JOSHUA M. BINGCANG**

Chairperson

  
**JOANNA EILEEN M. CAPONES**

Vice-Chairperson

  
**HEDDA LOURDES Y. RULONA**

Member

  
**VIRGIL M. ALVAREZ**

Member

  
**GUALBERTO J. OYZON, JR.**

Member

Approved by:

  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President

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**TINA ROSE R. VILLA**  
RECORDS MANAGEMENT OFFICER IV  
BCDA RECORDS OFFICE  
JUN 14 2018

**BCDA**  
Bids, Concessions and  
Development Authority

BAC for Consultancy Services  
  
BACC2018 - 0070