

**CONTRACT FOR THE
CONSULTING SERVICES FOR THE BRAND
LAUNCH EVENT OF CLARK**

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, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, duly authorized for this purpose pursuant to Item 178 of the Revised Manual of Approval duly approved by the BCDA Board effective 22 November 2017, a copy of which is attached as **Annex "A"**, referred to as "**BCDA**";

- and -

PHILIPPINE INTEGRATED ADVERTISING AGENCY, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address 3rd Floor, Y Tower II, 111 Leviste Street, Salcedo Village, Makati City, represented by its Vice President/Head of Accounts, **MARY ANN R. RAZON**, duly authorized for this purpose as evidenced by the *Secretary's Certificate* dated 11 April 2018, a copy of which is attached as **Annex "B"**, referred to as the "**CONSULTANT**".

(BCDA and CONSULTANT shall be referred individually as a Party or collectively as Parties)

- ANTECEDENTS -

Republic Act No. (RA) 7227, as amended by RA 9400, mandates the BCDA to accelerate the sound and balanced conversion into alternative productive civilian uses of the Clark and Subic military reservations and their extensions, and to enhance the benefits to be derived from said properties in order to promote the economic and social development of Central Luzon in particular and the country in general as well as to provide funds for the AFP Modernization Program.

Clark Freeport and Special Economic Zone (CFSEZ) in Pampanga province, is a fully integrated logistics, tourism, manufacturing and agro-industrial development. Clark Freeport and Special Economic Zone comprises the lands occupied by the Clark military reservations and its contiguous extensions as embraced and defined by the 1947 Military Bases Agreement between Philippines and the United States of America. Clark Special Economic Zone (CSEZ) covers an area of 33,653 hectares, more or less, in which 4,440 hectares is the former U.S. Clark Air Base proper (Main Zone) and the remaining 29,213 hectares are the Sub Zones A, B, D and the Sacobia Resettlement Area which was proclaimed part of CSEZ by virtue of Proclamation No. 805.

Clark International Airport shall be developed as the newest premier international gateway and a key economic engine of the Philippines, and designated the Bases Conversion

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and Development Authority (BCDA) to implement the phased development of the Clark Civil Aviation Complex. Clark International Airport covers 2,367 hectare of the Main Zone and is being managed by Clark International Airport Corporation (CIAC).

New Clark City (NCC) is the latest project of BCDA. NCC is a 9,450-hectare master planned city within the CFSEZ that is envisioned to be an integrated modern metropolis backboned on state-of-the-art IT infrastructure hosting residential, commercial, and institutional establishments anchored on the right balance of social, economic, and ecological mix. It is designed to be the country's largest and first smart, green, and disaster-resilient metropolis.

Formation of an Integrated Brand. Realizing the need to holistically promote CFSEZ, Clark International Airport, and NCC given the history of shifting policy directions and differing development strategies, BCDA and its subsidiaries, Clark Development Corporation (CDC) and CIAC, aim to develop and launch an integrated brand for Clark that encompasses the three properties. The integrated brand aims to emphasize a harmonized development direction and unified promotion of the three projects. Moreover, BCDA, as the mother agency, will spearhead a launch event to introduce the integrated Clark brand as a Marketing and Communication Strategy. The launch also aims to build a strong brand awareness, desire, and partnership among various stakeholders i.e., investors, government, media, civil society and the general public.

Pursuant to RA 9184 and its Revised Implementing Rules and Regulations (RIRR) of 2016, BCDA advertised in its official website and the Philippine Government Electronic Procurement System (PHILGEPs) the Invitation to Bid for the **Procurement of Consultancy Services for the brand launch event of Clark** (referred to as "the Project").

On 15 December 2017, a Pre-bid Conference was held to discuss the details, terms and conditions and specifications of the project and was attended by the prospective bidders, who purchased bid documents.

On 10 January 2018, the **BCDA** opened the bids of participating bidders for the Project. After evaluation and review of the technical and financial proposals, the **BCDA - Bids and Award Committee for Consultancy (BAC-C)** found that the **CONSULTANT** offered the Highest Rated and Most Responsive Bid.

In its Resolution of Award dated 15 February 2018, the **BCDA BAC-C** resolved to recommend the award of the Contract to the **CONSULTANT** in the amount of: **Four Million and Eight Hundred Thousand Pesos (PhP4,800,000.00)** being the Highest Rated and Most Responsive Bid.

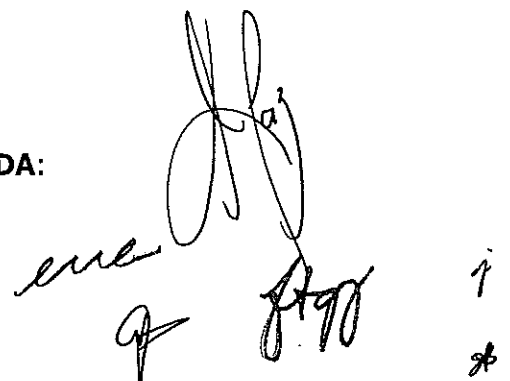
ACCORDINGLY, the Parties hereby agree as follows:

SECTION 1. SPECIFIC UNDERTAKING AND RELATIONSHIP OF THE PARTIES

The **CONSULTANT** is hereby engaged to render services contracted to the BCDA-Marketing unit for the launch event to introduce the integrated Clark brand. The **CONSULTANT** shall report directly to the Officer-In-Charge, Marketing Unit.

SECTION 2. SCOPE OF SERVICES

The **CONSULTANT** shall provide the following services to **BCDA**:

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2.1 Overall Project Conceptualization

- 2.1.1 Submission and presentation of proposed concept with rationale for the holistic Clark brand launch, based on the approved holistic Clark brand concept and positioning.
- 2.1.2 Design Execution of approved concept applied onto the Stage Design/Layout/Floorplan and Marketing Collaterals.
- 2.1.3 Conceptualization of a pre and post event promotional plan to create a buzz prior to and after the event.

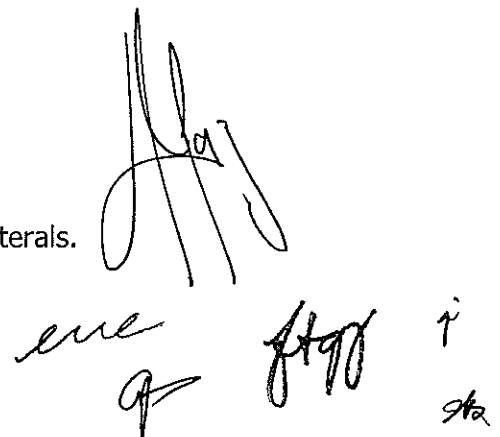
2.2 Events Management and Execution

The Consultant shall take the lead in the overall planning, direction-setting, supervision, sourcing of logistics, management and execution of the event based on the approved design concept.

- 2.2.1. Effectively plan and manage all aspects of the program of activities.
- 2.2.2. Provide the creative, technical, manpower, and logistical services required for the event, including documentation and production of Audio-Visual Presentation.
- 2.2.3. Facilitate and manage all phases of production work required for the event.
- 2.2.4. Prepare and submit a detailed program of activities for the event
- 2.2.5. Provide the over-all direction for the execution of the event.
- 2.2.6. Propose and implement pre-event marketing activities to create a buzz, interest and excitement for the event.
- 2.2.7. Propose and implement post event marketing activities to extend the hype regarding the Launch event.
- 2.2.8. Turn-over to BCDA Marketing Unit of the electronic files of all final artworks and audio visual presentations (.avi, mp4 and mpeg4 format) in an external hard drive.
- 2.2.9. Submit progress reports, issues and concerns, and recommend next steps in relation to the project at no additional cost to BCDA.
- 2.2.10. Conduct meetings with BCDA and its subsidiaries and SBMA to have a holistic view for the Brand Launch Event

SECTION 3. DELIVERABLES

- 3.1 Concept for the Launch Event.
- 3.2 At least three (3) Concept design/layout for the collaterals.



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3.3 Pre-launch and Post-launch Promotional Campaign.

3.4 Production of the event based on the approved concept.

3.5 Event management.

3.6 Production of 3-5 minute branding AVP and an edit down version of 30 seconds in length

SECTION 4. OBLIGATIONS OF BCDA

BCDA will provide the CONSULTANT all the pertinent documents and technical information necessary in the execution and performance of the services. In addition, BCDA shall also assist the CONSULTANT in the processing of permits for location set ups and additional transportation as needed.

SECTION 5. CREATIVE TEAM

The creative team shall be composed of the following personnel who shall be assigned to the BCDA account to meet and execute the specific requirements of the project. The proposed individuals identified by the CONSULTANT to comprise the Creative team must have at least three (3) years experience in the management and execution of events and brand launches or as related to this field of expertise.

These positions shall be filled-in by the CONSULTANT, subject to approval of BCDA, with the following functions and specific requirements:

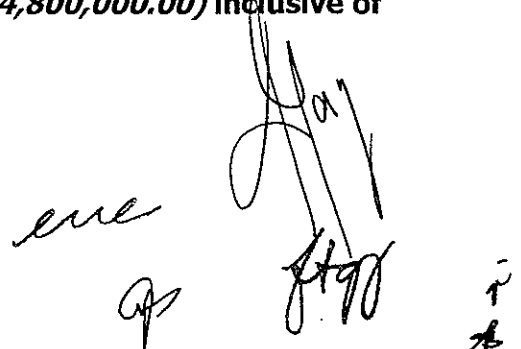
- 5.1** One (1) Project Head/Account Manager to ensure quality output and timely execution of the plan;
- 5.2** One (1) Creative Director, responsible for the conceptualization of the over-all event concept/theme/handle; and
- 5.3** One (1) Production Manager, responsible for overall coordination prior to and during event proper.

Aside from the main members of the Creative Team, the CONSULTANT shall provide all other support staff and production crew necessary for the completion of all requirements for this project at no additional cost to BCDA.

SECTION 6. TERMS OF PAYMENT

For services to be rendered under this Contract, BCDA shall pay the CONSULTANT the amount of **Four Million and Eight Hundred Thousand Pesos (Php4,800,000.00) inclusive of any and all taxes to be paid to the government.**

The **CONSULTANT** shall be paid under the following terms:

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- 6.1 Fifteen (15%) percent upon approval of concept and design execution for the Brand Launch Event.
- 6.2 Fifty (50%) percent upon the execution of the Brand Launch Event.
- 6.3 Thirty Five (35%) percent upon the submission of the Consultant of an accomplishment report and issuance of Certificate of Completion by BCDA.

SECTION 7. TERM AND EFFECTIVITY

The Contract shall take effect upon the issuance and actual receipt thereof by the Consultant of the Notice to Proceed (NTP) and shall remain in force and in effect for a period of three (3) months or as specified in the plan, renewable at the option of the BCDA President.

SECTION 8. NOTICE OF DELAY

In the event the CONSULTANT encounters delay in obtaining the required services or facilities understood to be provided by BCDA under this Contract, it shall promptly notify BCDA in writing within five (5) working days of such delay and may request for an appropriate extension for completion of services. An extension may be granted if it could be established that the cause of the delay in the performance of work was due to the failure of BCDA to provide the required service or facilities. Any extension granted shall not entail additional fees over the consideration herein stipulated.

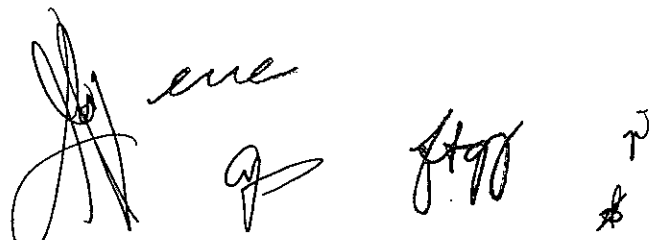
In the event of delay due to the fault of the CONSULTANT, the latter shall be liable for Liquidated Damages under Section 18 of this Contract without prejudice to other damages as stipulated by the Parties and obligations under the Performance Security executed by the CONSULTANT.

SECTION 9. PROPRIETARY RIGHTS

All materials, processes, data, proprietary information and other related data and information prepared pursuant to this Contract shall be approved by BCDA. Upon completion of the services in this Contract, the same shall become the exclusive property of BCDA. The CONSULTANT shall not retain for its records copies of the said materials, processes, data, proprietary information and other related data and information and the same shall not be disclosed to another party without BCDA's prior written consent. CONSULTANT shall not sell, transfer, publish, or otherwise make the work product available to third parties without BCDA's prior written consent.

SECTION 10. SUCCESSORS AND ASSIGNEES

The covenants, terms, conditions, provisions and undertakings in this Contract or any modifications, revisions or supplements thereof shall extend to and be binding upon the successors and assigns of the Parties as if they were in every case, named and expressed therein. Neither Party shall assign or transfer its rights and obligations under this Contract without the written consent of the other.

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SECTION 11. EMPLOYEES OF THE CONSULTANT

No employer-employee relationship shall exist between the employees, agents or representatives of the CONSULTANT and BCDA. Hence, BCDA shall not in any way be liable or responsible for any personal injury or damage, including death, sustained or caused by or to any of the employee(s) of the CONSULTANT during the performance of their work under this Contract. The CONSULTANT shall, at all times, be solely liable and/or responsible for the compliance and enforcement of all existing laws, rules and regulations, particularly the Labor Code of the Philippines, that may affect its work under this Contract. The CONSULTANT likewise bind itself to save and hold BCDA free and harmless from any liability or damages arising from the performance of the work of the CONSULTANT under this Contract.

SECTION 12. TAX LIABILITIES OF THE CONSULTANT

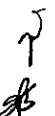
The CONSULTANT shall regularly present a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon, within the duration of the Contract.

SECTION 13. PERFORMANCE SECURITY

To guarantee the faithful performance by the CONSULTANT of its obligations under the contract prepared in accordance with the bidding documents, it shall post a Performance Security prior to the signing of the contract. The Performance Security may be in any or combination of the following forms with the corresponding minimum amount in percentage of the Total Contract Price:

Form of Performance Security	Minimum Amount in % of Total Approved Budget for the Contract
Cash or cashier's/manager's check issued by a Universal or Commercial Bank. 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%)
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%)

The Performance Security shall at least be co-terminus with the final completion of the contract.



SECTION 14. INCORPORATION

This Contract shall be deemed subject to the provisions of the Terms of Reference (TOR), and the proposal submitted by the CONSULTANT to BCDA pursuant to the TOR, all of which are deemed incorporated in this Contract and made an integral part hereof.

SECTION 15. CONFLICT OF INTEREST

The CONSULTANT and its key staff, who may be directly associated with entities that may have an interest in or bias against any BCDA project, shall divulge the extent of its conflict with BCDA immediately upon discovery. The CONSULTANT agrees that the conflict of interest may be a ground for BCDA to terminate the Contract.

SECTION 16. TERMINATION

Termination by BCDA. BCDA shall terminate this Contract when any of the following conditions attends its implementation:

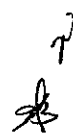
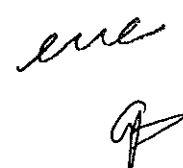
(a) Outside of force majeure, the CONSULTANT fails to deliver or perform the outputs and deliverables within the period(s) specified in the Contract, or within any extension thereof granted by BCDA pursuant to a request made by the CONSULTANT prior to the delay;

(b) As a result of force majeure, the CONSULTANT is unable to deliver a material portion of the outputs and deliverables for a period of not less than sixty (60) calendar days after the CONSULTANT's receipt of the notice from BCDA stating that the circumstance of force majeure is deemed to have ceased;

(c) In whole or in part, at any time for its convenience, BCDA may terminate the Contract for its convenience if it has determined the existence of conditions that make the project implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;

(d) If the CONSULTANT is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the CONSULTANT, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BCDA and / or the CONSULTANT;

(e) In case it is determined *prima facie* that the CONSULTANT has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in the Bidding Documents;



(f) The CONSULTANT fails to remedy a failure in the performance of their obligations within thirty (30) calendar days from receipt of such notice of suspension or within such further period as the BCDA may have subsequently approved in writing;

(g) The CONSULTANT's failure to comply with any final decision reached as a result of arbitration proceeding; or

(h) The CONSULTANT fails to perform any other obligation under this Contract.

In case of termination, BCDA must serve a written notice to the CONSULTANT of its intention to terminate this Contract at least thirty (30) calendar days before the intended date of termination.

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

(a) BCDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the CONSULTANT's notice specifying such breach;

(b) BCDA's failure to comply with any final decision reached as a result of arbitration;

(c) As the direct and proximate result of force majeure, the CONSULTANT is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

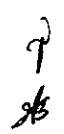
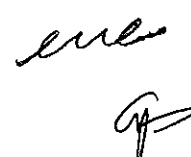
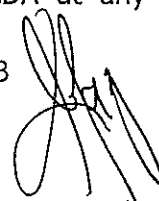
(d) BCDA Entity fails to pay any money due to the CONSULTANT pursuant to this Contract and not subject to dispute within eighty four (84) days after receiving written notice from the CONSULTANT that such payment is overdue.

Force majeure are those events which could not be foreseen, or which, though foreseen, were inevitable, such as war, hostilities (whether declared or not), invasions, strikes, epidemics, quarantine, and acts of God such as but not limited to floods, volcanic eruptions, and earthquakes.

SECTION 17. 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 this Contract.

SECTION 18. LIQUIDATED DAMAGES

The CONSULTANT obligates itself to perform and complete all the Services within the period specified in the TOR, beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the CONSULTANT fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the CONSULTANT in an amount equal to one-tenth of one percent (1/10 of 1%) of the total Contract Price minus the value of the completed portions of the Contract certified by BCDA for each calendar day of delay until the Services are completed.

SECTION 19. SETTLEMENT OF DISPUTES

The Parties agree to resolve any dispute that may arise between them with respect to this Contract through good faith and amicable negotiation. If at any time during such negotiation, one Party determines in good faith that the Parties cannot resolve the dispute through negotiations, that Party will deliver a notice to the other Party that the dispute will be settled by arbitration in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", as amended, failing which, the Parties may resort to the filing of the appropriate case in the proper courts of Taguig City to the exclusion of the other courts. The arbitration shall be conducted in Metro Manila, Philippines.

SECTION 20. OGCC REVIEW






This contract has been reviewed and approved by the Office of the Government Corporate Counsel (OGCC) in its OGCC Contract Review No. 447 dated 15 December 2017, and all its comments and suggestions have been incorporated in this Contract.

SECTION 21. CONFIDENTIALITY

The CONSULTANT warrants that strict confidentiality on all information gathered for this consultancy Contract given by BCDA and its personnel shall be observed.

Except with the prior written consent of the BCDA, the CONSULTANT and/or any of its agents shall not at any time communicate to the public or any person or entity any information disclosed to them for the purpose of the Services. After the completion of this Contract, all materials, data, and other related documents under the possession of the CONSULTANT must be returned to BCDA.

In the event it has been proven that the CONSULTANT, during the prohibitory period mentioned above, has accepted and/or is hired by a person or entity mentioned in the immediately preceding paragraph, BCDA shall have the right to cancel or terminate this Contract or to demand from the CONSULTANT payment for damages without prejudice to BCDA's right to resort to other legal remedies provided by law.

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Disclosure. The receiving Party agrees to use the Confidential Information only on a need-to-know basis solely in connection with the current and contemplated relationship between the Parties and not for any other purpose authorized by this Contract and only as follows: to Recipient, to other companies engaged by Recipient to perform services, and to individuals or companies working for Recipient.

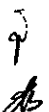
The Recipient and other companies engaged by, individuals or companies working for the Recipient, who by virtue of the relationship between the Parties shall receive Confidential Information, should have respective written non-disclosure agreements executed, at least, in the same tenor of this Contract to the end of protecting the Disclosing Party's Confidential Information.

Nonetheless Recipient may disclose the Disclosing Party's Confidential Information when required by a Court of Law or a by a lawful government order upon prior written notice to the Disclosing Party and only after an opportunity to oppose the disclosure. The Recipient agrees that it shall cooperate and not oppose the Disclosing Party with respect to any such requirement in any application for a protective order or other relief that the Disclosing Party may seek.

No other license or right, whether explicit or tacit in the Confidential Information, is granted to the Recipient. Title to the Confidential Information shall remain solely in the Disclosing Party.

Definitions. Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a Party or its representatives to the other Party and that Party's representative after the Effective date including but not limited to:

- a. The fact that discussion and negotiation are taking place between the Parties and the status of those discussion and negotiation;
- b. The existence and terms of this Contract;
- c. Any information that would be regarded as confidential by a reasonable business person relating to:
 - i. The business, affairs, customers, clients, suppliers, plans, intention or market opportunities of the Disclosing Party or of the Disclosing Party's Group; and
 - ii. The operations, processes, product or service information, know-how designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's Group.
- d. Any information or analysis derived from Confidential Information;
- e. Any other information specifically designated by the Disclosing Party as confidential; But not including any information that:
 - i. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or any other undertaking of confidentiality addressed to the Party to whom the information relates; or

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- ii. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality Agreement with the Disclosing Party's or otherwise prohibited from disclosing the information to the Recipient; or
- iii. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party.

Disclosing Party means a Party to this Agreement (or a member of such Party's Group) who discloses Confidential Information (either on its own behalf or on behalf of a member of its Group) to the other Party (or a member of such Party's Group).

Effective Date means date of signing of this Contract.

Group means in respect of either Party, that Party, its holding company, its subsidiary and any subsidiaries of such holding company from time to time.

Recipient means a Party to this Agreement (or a member of such Party's Group) who receives Confidential Information (either on its own behalf or on behalf of a member of its Group) from the other Party (or a member of such Party's Group).

Representatives means employee, officers, contractors and professional advisers of the Recipient or a member of the Recipient's Group.

SECTION 22. NON-WAIVER OF RIGHTS

The failure of one Party to insist upon a strict performance of any of the term, condition and covenant hereof 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 23. REPRESENTATION AND WARRANTIES

The Parties warrant that they have not offered or given, and shall 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.

- a. It is duly incorporated, validly existing and in good standing under the Philippine laws and has its principal office at the address at the address first written above.
- b. It has full legal right, power and authority to carry on its present business, to own its properties and assets, to incur the obligations provided for in this Contract, to execute and deliver this Contract, and to perform and observe the terms and conditions hereof.
- c. It has taken all appropriate and necessary corporate and legal actions to authorize the execution, delivery and performance of this Contract.



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SECTION 24. AMENDMENTS

Any amendment or modification to this Contract shall be reduced to writing and executed/signed by both the BCDA and the CONSULTANT, with the same formalities observed in the execution of this Contract.

SECTION 25. SEVERABILITY

If any provision of this Contract becomes invalid, illegal or unenforceable, the Parties will endeavor, acting in good faith, to agree on the terms of a provision that may be substituted for the invalid, illegal or unenforceable provision. The invalidity, illegality or unenforceability of any provision will not affect the remaining portions of this Contract.

SIGNED on MAY 4 , 2018 in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONSULTANT

By:

By:

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

Mary Ann R. Razon
MARY ANN R. RAZON
Vice President / Head of Accounts



Signed in the presence of:

ene

ftg *r* *h*

ACKNOWLEDGEMENT

Republic of the Philippines)
Taguig City) SS.

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

Name	Valid ID	Date/Place
AILEEN ANUNCIACION R. ZOSA	EC1384672	11 JUN 14 / DFA NCR
MARY ANN R. RAZON	EC0364806	21 FEB 14 / DFA MANILA

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signature they affixed confirm their own free acts and the entity they represent.

SIGNED AND SEALED on JUN 07 2018 in Taguig City, Philippines.

GUALBERTO J. OYZON, JR.
Notary Public for Taguig City, Philippines
Appointment No. 22, Until 31 December 2019
2/F JTC 27th 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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OFFICE ORDER NO. 012
Series of 2017

To : ALL CONCERNED


Subject : ADOPTION OF THE MANUAL OF APPROVAL

Date : 23 November 2017

Effective immediately, the attached "Manual of Approval", as approved by the BCDA Board on 22 November 2017, is hereby adopted.

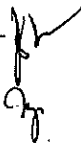
All previous issuances inconsistent with this Office Order are either modified or rendered ineffective, as the case may be.

PLEASE BE GUIDED ACCORDINGLY.


VIVENCIO B. DIZON
President and CEO

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<p>Republic of the Philippines Office of the President</p> <p>BCDA Bases Conversion and Development Authority</p>	<p>BASES CONVERSION AND DEVELOPMENT AUTHORITY</p>	<p>Page No. Page 27</p>
	<p>Manual of Approval</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> <ol style="list-style-type: none"> Authority to procure Approved budget for the contract (ABC) Terms of Reference (TOR) Award of Contract 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 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 Contract Cancellation/termination of procurement, award, or contract Amendment to Order above ₱1 Million, to ₱10 Million and below for Goods 	<p>Group Head of end-user (a, b, c, g, h, i, and j)</p> <p>BAC (d, e, f, and h)</p>

<p>Republic of the Philippines Office of the President</p> <p>BCDA Bases Conversion and Development Authority</p>	BASES CONVERSION AND DEVELOPMENT AUTHORITY	Page No. Page 26
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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 ₱10 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
	BUSINESS MANAGEMENT (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
	FINANCE MANAGEMENT	
164	Realignment of budget ₱3 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
	LEGAL REVIEW	
166	Transmittal letter to OGCC for Contract Review/Approval/Legal Opinion (Signing)	GC
	SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING	
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
	CORPORATE AFFAIRS	
169	Corporate Social Responsibility (CSR) Projects with a budget of below ₱500,000.00	CSG head
	ADMINISTRATIVE MATTERS	
170	Authority to pay/release regular BCDA benefits/incentives and benefits/incentives authorized by regulatory authorities/agencies (alternate of PCEO)	CSG Head

SECRETARY'S CERTIFICATE

I, SAMUEL V. TORRES, incumbent Corporate Secretary of PHILIPPINE INTEGRATED ADVERTISING AGENCY, do hereby certify that at the Special Meeting of the Board Directors' of the aforesaid Company held on May 30, 2017 at 48th Floor, RCBC Plaza, 6819 Ayala Avenue, Makati City, the following resolutions were unanimously passed and approved while a legal quorum was present:

RESOLVED, that the Board approves and authorizes the Company to participate in bidding for projects;

RESOLVED, further, that the Company's VP/Head of Accounts/General Manager, Ms. Mary Ann R. Razon be, as she is hereby designated as authorized signatory of the Company to sign, execute and deliver any or all documents pertaining to the Company's participation in bidding for projects:


<u>Name</u>	<u>Position</u>
Mary Ann R. Razon	VP/Head of Accounts/General Manager

RESOLVED, finally, that any existing resolutions which are inconsistent with the foregoing resolution be, as they are hereby revoked and rescinded.

Considering the foregoing, I further confirm that PHILIPPINE INTEGRATED ADVERTISING AGENCY, INC. is thus hereby authorized to participate in the bidding of the Consulting Services for the Brand Launch Event of Clark by the BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), and that if awarded the project shall enter into a contract with the BCDA; and in connection therewith appoint MARY ANN R. RAZON, acting as duly authorized and designated representative of the PHILIPPINE INTEGRATED ADVERTISING AGENCY, INC., and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Company in the bidding as fully and effectively as the Authorized Representative might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that said representative shall lawfully do or cause to be done by virtue thereof.

I FURTHER CERTIFY that the foregoing resolutions are still valid and subsisting, the same not having been subsequently amended nor repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of April 2018 at Makati City, Metro Manila.


APR 19 2018
SAMUEL V. TORRES
Corporate Secretary

SUBSCRIBED AND SWORN to before me this _____ day of April 2018 at Makati City, affiant exhibiting to me his Community Tax Cert. No. 22089985 issued at Quezon City on January 08, 2018 and Passport No. P2203109A issued at Manila and valid until March 07, 2022 as competent evidence of his identity.

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ATTY. HENRY DARDREA
NOTARY PUBLIC / CITY OF PASAY
UNTIL DECEMBER 31, 2018
NOTARIAL COMMISSION 17-28
KNIGHT OF RIZAL BLDG. I
GROUND FLOOR BESIDE PASAY CITY HALL
SP. NO. 582811 / 01/03/2018 PASIG
PTR. NO. 582657 / 01/03/2018 P.C.
MCLE COMPLIANCE NO. VI-4082880 - 4/14/2017
ROLL OF ATTORNEYS NO. 29579
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