

CONTRACT AGREEMENT

Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project

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 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 **KRC ENVIRONMENTAL SERVICES**, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 381 Sto. Rosario St., Angeles City, represented herein by **RICARDO A. CAPULE** sole proprietor and duly authorized representative for this purpose as evidenced by a DTI Certificate No. 03522030 Valid until 10 March 2020, 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

The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.

Since its creation in 1992, the BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.

On 06 August 2013, the National Economic and Development Authority (NEDA) approved the Master Plan for the development of 9,450 hectares of idle land within the Clark Freeport and Special Economic Zone (CFSEZ) which is named by the BCDA as the "Clark Green City" Project (CGC Project). Subsequently, the House of Representatives passed Resolution No. 116 on 28 July 2014 expressing support to the CGC Project.

CGC Project (now called New Clark City or NCC) is a flagship project of the Government of the Republic of the Philippines which is a modern metropolis with a mix of residential, commercial, agro-industrial, institutional and information technology development as well as a community of residents, workers, and business establishments within a balanced, healthy and safe environment

Based on the revised guidelines for coverage screening and standardized requirement under the Philippine EIS System per Environmental Management Bureau (EMB) Memorandum Circular 005 on July 2014, The New Clark City is under Category B, which is required to submit a complete Environmental Impact Statement before the issuance of an Environmental Compliance Certificate.

Environmental Impact Statement system under Presidential Decree 1586, which was ratified on June 11 1978 requires every proposed environmentally critical project or project located in environmentally critical area to prepare an Environmental Impact Statement to justify why the project should be implemented.

The Environmental Impact statement will be reviewed by DENR-EMB and upon their approval an Environmental Compliance Certificate will be issued to BCDA.

To comply with the foregoing, there is a need to engage the services of a reputable consultancy firm who will prepare the Environmental Impact Statement and facilitate the application of Environmental Compliance Certificate to DENR-EMB.

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).

In compliance with Annex "H" of RA 9184, which is the Consolidated Guidelines for the Alternative Methods of Procurement, BCDA's New Clark City PMO requested the authority from the Bids and Awards Committee for Consultancy (BAC-C) to delegate to Clark New City PMO the procurement of the consultancy services for the appraisal of the subject properties. A copy of the BAC-C Resolution BC-2018-041 is hereto annexed as **Annex "C"**;

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

The CONSULTANT was the only one submitted its qualifications and proposal to perform the Consultancy Services for the Preparation on Environmental Impact Statement and Facilitation of Environmental Compliance Certificate for the New Clark City (NCC) Project 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;

The BCDA is desirous that the Consultant execute the Preparation of Environmental Impact Statement and Facilitation of ECC application of the New Clark City (hereinafter called the "Project") and the BCDA has accepted the proposal for **Nine Hundred Thirty Seven Thousand and 00/100 Pesos** (Php 937,000.00) by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

dv

[Signature]

[Signature]

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:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of the Contract;
 - (b) Terms of Reference;
 - (c) Request for Proposal;
 - (d) Bid forms; and
 - (e) Notice of Award of Contract and the Bidder's conforme thereto;
3. 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 **Nine Hundred Thirty Seven Thousand and 00/100 Pesos** (Php 937,000.00) inclusive of applicable taxes and fees.
4. In consideration of the payments to be made by the BCDA to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
5. The BCDA hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

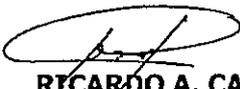
By:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President



**KRC ENVIRONMENTAL
SERVICES**

By:

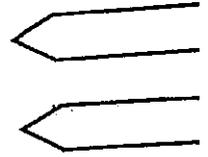

RICARDO A. CAPULE
President



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Handwritten marks

Signed in the presence of:



JOSHUA M. BINGCANG
Vice President, BDOG

JOVITO M. SUNGA
PMD Head

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 | | 11 | |
| Ricardo A. Capule | | | |

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 _____ in Taguig City, Philippines.

Doc. no. 497
Page no. 101
Book no. 12
Series of 2018.

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

ANNEX "A"

| | | |
|---|--|-----------------------------------|
|  | BASES CONVERSION AND DEVELOPMENT AUTHORITY | Page No. Page 27 |
| | Manual of Approval | Issue No. 002 |
| | | BOD Approval Date 22 Nov. 2017 |

| 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 P1 Million to P10 Million and below as well as for Consulting Services and Infrastructure with an ABC of P10 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 P10 Million and below Contract Cancellation/termination of procurement, award, or contract Amendment to Order above P1 Million to P10 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> |

| | | |
|---|--|-----------------------------------|
|  | BASES CONVERSION AND DEVELOPMENT AUTHORITY | Page No. Page 28 |
| | Manual of Approval | Issue No. 002 |
| | | BOD Approval Date 22 Nov. 2017 |

| No. | Item | Upon Recommendation of |
|-----|--|--|
| | j. Variation Order ₱10 Million and below for Consulting Services and Infrastructure | |
| 179 | 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 ₱500,000.00 to ₱10 Million as well as other modes such as Transfer to other Government Agencies, Donation, Barter, and Condemnation/Destruction | Disposal Committee/BAC for disposal of unserviceable properties (public bidding); PPMD Head (other modes of disposal such as transfer, etc.) through CSG Head |
| 180 | Report on Deployment of Vehicles and Drivers as well as Report on Daily Parking Monitoring for submission on a quarterly basis | PATSD Head through CSG Head |

FOR APPROVAL OF THE BUSINESS DEVELOPMENT AND OPERATIONS GROUP (BDOG) HEAD

| No. | Item | Upon Recommendation of |
|-----|---|--|
| | BUSINESS MANAGEMENT | |
| 181 | Deed of Absolute Sale or Contract to Sell/Lease with Option to Purchase for BCDA Housing Projects (i.e. Pamayanang Diego Silang (PDS), Philippine Centennial Village (PCV), Lupang Katuparan, Pabahay 2000, Summit Housing Project, etc.) (Signing) | Project Management Department (PMD) Head |
| 182 | Notice of Temporary Occupancy of a Housing Unit | PMD Head |
| 183 | Communication requesting for Issuance/Subdivision/ Segregation of Tax Declaration | LADD Head |
| 184 | Letter replies to housing related requests or queries | PMD Head |
| | FINANCE MANAGEMENT | |
| 185 | Payment of RPT, CWT, and DST (without penalty) | LADD |
| | SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING | |
| 186 | Communication on operational issues affecting MNTC's management, operation & maintenance of the SCTEX | SAPMD Head |

ANNEX “B”

ANNEX "B"



This certifies that

KRC ENVIRONMENTAL SERVICES

(City/Municipality)

ANGELES CITY, PAMPANGA, REGION 3 (CENTRAL LUZON)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.

This certificate issued to

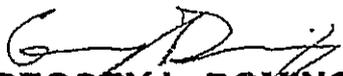
RICARDO AGUSTIN CAPULE

is valid from 10 March 2015 to 10 March 2020 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled.

In testimony whereof, I hereby sign this

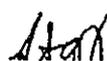
**Certificate of
Business Name Registration**

and issue the same on this 10th day of March 2015 in the Philippines.


GREGORY L. DOMINGO
Secretary

Certificate No. 03522030

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.



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ANNEX “C”

BAC-C RESOLUTION NO. BC-2018-041**NEGOTIATED PROCUREMENT
THROUGH SMALL VALUE PROCUREMENT****Consulting Services for the Preparation of Environmental Impact Statement and Facilitation
of Environmental Compliance Certificate Application for the
New Clark City Project**

WHEREAS, BCDA is implementing the development of the New Clark City (NCC) – a 9,450 hectare BCDA property which will be environmentally sustainable, socially inclusive, culturally relevant and technologically integrated metropolis. NCC will be a catalyst of the economic development of Central Luzon, in particular and country, in general;

WHEREAS, in July 2014, the Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources (DENR) issued EMB Memorandum Circular (MC) 005. Under MC 005, NCC is classified under Category B, Non-environmentally Critical Project. As such, BCDA is required to submit a complete Environmental Impact Statement (EIS) for the NCC;

WHEREAS, the Consortium of Nippon Koei Co., Ltd; AECOM Singapore Pte., Ltd., and Philkoei International Inc., BCDA's consultant for the preparation of the NCC Comprehensive Master Development Plan (NCC Master Plan), had already prepared an initial environmental assessment report of the NCC. The said report contains secondary data from various government agencies, Local Government Unit (LGU) and actual interviews from various stakeholders within NCC;

WHEREAS, to be considered complete, the EIS must contain primary baseline data obtained from various site locations within and nearby catchment area of NCC such as, but not limited to, air quality, noise level, water quality and terrestrial inventory;

WHEREAS, a positive review of the EIS by the DENR – EMB will result in the issuance of an Environmental Compliance and Certificate (ECC), allowing BCDA to proceed to the next stage of the project planning;

WHEREAS, the ECC outlines the commitments of the project proponent which are necessary for the compliance with the existing environmental regulations or to operate within best environmental practice that are not currently covered by existing laws;

WHEREAS, there is a need for an independent consultant to carry-out the environmental testing who will come up with the primary data and proposed mitigating measures to limit the effects of the project within the standards set by DENR and who shall facilitate the ECC application for the NCC;

WHEREAS, in a Memo dated September 17, 2018, the Project Monitoring Office (PMO) for NCC endorsed to the Bids and Awards Committee for Consulting Services (BAC-C) the procurement

of Consulting Services for the preparation of EIS and facilitation of the ECC application for NCC through Section 53.9 of the Revised IRR on Small Value Procurement;

WHEREAS, on June 19, 2018, the Executive Vice President (EVP) of BCDA approved the procurement of the abovementioned consulting services with an approved budget of Pesos: Nine Hundred Fifty Thousand Pesos (Php950,000.00), for a period of 60 days from execution of contract and/or issuance of Notice to Proceed, inclusive of all applicable taxes, fees and other charges;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act", allows the procuring entity to resort to 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;

WHEREAS, pursuant to Annex H, Section J, Delegation of Authority, of the Revised IRR, 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;

WHEREAS, after careful evaluation, the BAC-C finds merit on the recommendation of the PMO for the procurement of consulting services for the preparation of EIS and facilitation of the ECC application for NCC through Small Value Procurement pursuant to Section 53.9 of the IRR of RA 9184 and its request for delegated authority to undertake the procurement;

NOW, THEREFORE, we, the members of the Bids and Awards Committee for Consulting Services, hereby RESOLVE, as it is hereby RESOLVED to:

1. RECOMMEND the procurement of the consulting services for the preparation of EIS and facilitation of ECC application through the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;
2. DELEGATE the procurement of the aforesaid consulting services to the PMO, subject to compliance with the applicable provisions of RA 9184 and the Revised IRR;
3. DIRECT the PMO to strictly adhere to the approved timetable of procurement activities and to refrain from any procurement activity without the approval of the BAC-C;
4. DIRECT the PMO to request for the issuance of the Certificate of Funds Availability (CFA) from the Budget Department for the procurement prior to the award of the contract;



5. DIRECT the PMO to furnish the BAC-C copies of the duly conformed Notice of Award and Notice to Proceed as well as the executed Contract within 10-days from execution of the document;
6. DIRECT the PMO to report to the BAC-C, through a memo, the result of the procurement process within a period of 15 days from the determination as to whether the procurement has succeeded or failed; and
7. DIRECT the PMO to submit to the BAC-C, an evaluation of the performance of the Consultant at the end of the contract.

Done in Taguig City this 22nd day of November 2018.

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES

JOSHUA M. BINGCANG
Chairperson

JOANNA EILEEN M. CAPONES
Vice-Chairperson

VIRGIL M. ALVAREZ
Member

JOCELYN L. CANIONES
Member

GUALBERTO J. OYZON, JR.
Member

Approved by:

AILEEN ANUNGIACION R. ZOSA
Executive Vice President

Handwritten signature

**GENERAL AND SPECIAL CONDITIONS OF THE
CONTRACT**

General Conditions of Contract

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) "Consultant" refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) "Effective Date" means the date on which this Contract comes into full force and effect.
 - (f) "Foreign Currency" means any currency other than the currency of the Philippines.
 - (g) "Funding Source" means the entity indicated in the **SCC**.
 - (h) "GCC" means these General Conditions of Contract.
 - (i) "Government" means the Government of the Philippines (GoP).
 - (j) "Local Currency" means the Philippine Peso (Php).
 - (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
 - (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.



- (m) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.
- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.



- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

- 6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.
- 6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the SCC.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.



9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of

such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

15.2 Notice shall be deemed to be effective as specified in the **SCC**.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.



18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

19. Currency of Payment

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

23. Commencement of Services

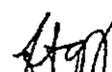
The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25. Force Majeure

25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary



unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

- 25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract

price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

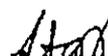
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

- 27.1 The Procuring Entity 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 the Procuring Entity 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 or perform 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



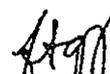
from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

- (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make 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 the Procuring Entity 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 behaviors 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 **ITB** Clause 3.1(a);
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity 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 the Procuring Entity



with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

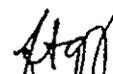
- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (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) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;



- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.



32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate

between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

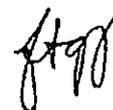
- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:



- (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
- (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

39. Personnel

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.



- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.



41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and



(c) Other terms specified in the **SCC**.

42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

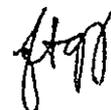
- 46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

- 48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:
 - (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
 - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
 - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
 - (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the



Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

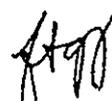
50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity



and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

- 51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and in including imprisonment.

52. Contract Cost

- 52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity

acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

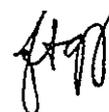
55. Lump Sum Contracts



- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.



Special Conditions of Contract

| GCC Clause | |
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| 1.1(g) | <p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the Bases Conversion and Development (BCDA) 2018 corporate budget.</p> |
| 6.2(b) | <p>For a period of one (1) year after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p> |
| 7 | "Not applicable". |
| 8 | The designated Team Leader shall serve in that capacity, as specified in GCC Clause 8. |
| 10 | No further instructions. |
| 12 | <p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>For the Consultant : RICARDO A. CAPULE Designated Representative</p> |
| 15.1 | <p>The addresses are:</p> <p>Procuring Entity:</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City</p> <p>Attention : AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>Email Address: arzosa@bcda.gov.ph</p> <div style="text-align: right; margin-top: 20px;">  </div> |

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| | <p>Consultant:</p> <p>KRC Environmental Services 381 Sto. Rosario St., Angeles City</p> <p>Attention : RICARDO A. CAPULE Designated Representative</p> <p>Email Address: <u>racapule@yahoo.com</u></p> |
| 15.2 | <p>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.</p> <p>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.</p> |
| 18.3 | All payments under this contract shall be made to the account of the Consultant. |
| 19 | No further instructions. |
| 20 | No additional provision. |
| 22 | "None" |
| 24 | <p>The project shall be completed within sixty (60) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>The Project shall end upon receipt by the Consultant of a Certificate of Completion from the BCDA, upon the latter's receipt of Environmental Impact Statement approved by DENR-EMB and Environmental Compliance Certificate issued by the DENR-EMB for the New Clark City.</p> |
| 34.2 | 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 |

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| | shall be filed only in a court of competent jurisdiction in Taguig City, to the exclusion of all other courts of equal jurisdiction |
| 35.1 | The reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity. |
| 38.1(d) | None. |
| 39.5 | <p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p> |
| 42.1 | No further instructions. |
| 42.4(c) | No further instructions. |
| 52.1 | The total ceiling amount in Philippine Pesos is Nine Hundred Thirty-Seven Thousand and 00/100 Pesos (Php937,000.00) , <i>inclusive of all applicable taxes and fees</i> |
| 52.2 | No further instructions. |
| 53.2 | No additional instructions. |
| 53.4 | Not applicable. |
| 53.5(a) | <p>An advance payment equal to 15% of total contract price shall be released to the Consultant to cover the cost of mobilization, subject to the posting by the Consultant of an irrevocable standby letter of credit of an amount equal to the advance payment issued by an entity acceptable to BCDA.</p> <p>The full amount of the advance payment shall be repaid by the Consultant by deducting the same from his Final Billing Payment.</p> |
| 53.5(c) | The interest rate is <i>zero</i> . |
| 54 | BCDA shall pay the Consultant the total Contract Price of Nine Hundred Thirty-Seven Thousand and 00/100 Pesos (Php 937,000.00) , inclusive of applicable taxes and fees upon submission of the Environmental Impact Statement approved by the DENR-EMB (2 hard copies and 1 electronic copy in word format) and the Environmental Compliance Certificate issued by DENR-EMB, as evidenced by the issuance by BCDA of the Certificate of Completion. |

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| | N.B. There are no progress billings, only one time lump sum final billing payment will be paid to the Consultant. |
| 55.6 | No further instructions. |

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Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project



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| <p>I. Background</p> | <ul style="list-style-type: none">a. The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.b. Since its creation in 1992, the BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.c. On 06 August 2013, the National Economic and Development Authority (NEDA) approved the Master Plan for the development of 9,450 hectares of idle land within the Clark Freeport and Special Economic Zone (CFSEZ) which is named by the BCDA as the "Clark Green City" Project (CGC Project). Subsequently, the House of Representatives passed Resolution No. 116 on 28 July 2014 expressing support to the CGC Project.d. CGC Project (now called New Clark City or NCC) is a flagship project of the Government of the Republic of the Philippines which is a modern metropolis with a mix of residential, commercial, agro-industrial, institutional and information technology development as well as a community of residents, workers, and business establishments within a balanced, healthy and safe environmente. Based on the revised guidelines for coverage screening and standardized requirement under the Philippine EIS System per Environmental Management Bureau (EMB) Memorandum Circular 005 on July 2014, The New Clark City is under Category B, which is required to submit a complete Environmental Impact Statement before the issuance of an Environmental Compliance Certificate.f. Environmental Impact Statement system under Presidential Decree 1586, which was ratified on June 11 1978 requires every proposed environmentally critical project or project located in environmentally critical area to prepare an Environmental Impact Statement to justify why the project should be implemented. |
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Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project



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| | <p>g. The Environmental Impact statement will be reviewed by DENR-EMB and upon their approval an Environmental Compliance Certificate will be issued to BCDA.</p> <p>h. To comply with the foregoing, there is a need to engage the services of a reputable consultancy firm who will prepare the Environmental Impact Statement and facilitate the application of Environmental Compliance Certificate to DENR-EMB.</p> |
| <p>II. Description of Consulting Services</p> | <p>The consulting services required under this Terms of Reference (TOR) shall be for the Preparation of New Clark City Environmental Impact Statement and facilitation of Environmental Compliance Certificate application for the New Clark City Project.</p> |
| <p>III. Objective</p> | <p>To procure the services of a reputable consultancy firm who will prepare the Environmental Impact Statement and facilitate the application of Environmental Compliance Certificate to DENR-EMB.</p> |
| <p>IV. Scope of Services / Deliverables</p> | <ol style="list-style-type: none"> 1. The consultant will assist BCDA in the presentation of the project to DENR-EMB review committee during the technical and site scoping. 2. The consultant shall facilitate the presentation of the project to the stakeholders during public scoping. 3. The Consultant shall provide all the labor, instrument / equipment, materials and supplies, vehicles, etc., necessary to carry out Environmental Impact Statement for the New Clark City Project with sound theories and practices in accordance with the standards, specification, time table, guidelines and provision identified during the scoping process. 4. The consultant shall facilitate the application and shall cover all necessary fees such as application fees and review funds. 5. The consultant shall provide on-call services during the construction phase of the project to answer inquiries or make clarification regarding the mitigating measures stated in the EIS. <p>The abovementioned services shall be conducted by the Consultant in accordance with the instructions and directions made or to be made by the BCDA at any time before completion. The consultant shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities.</p> |

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Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project



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| <p>V. Approved Budget for the Services</p> | <p>The Approved Budget for the Contract (ABC) is Nine Hundred Fifty Thousand Pesos (Php950,000.00), inclusive of all applicable taxes and fees.</p> |
| <p>VI. Manner of Payment</p> | <p>Payment of the Total Contract Price shall be paid by BCDA to the Consultant upon submission and approval by BCDA of the EMB approved EIS report and an Environmental Compliance Certificate for the New Clark City Project issued by DENR-EMB as evidence by the issuance by BCDA of the Certificate of Completion.</p> |
| <p>VII. Submission of EIS Report and ECC issued by DENR EMB</p> | <p>The following reports shall be submitted within the stipulated period:</p> <ol style="list-style-type: none"> a. Prepare and submit to BCDA a draft EIS report within forty (40) calendar days from receipt of the Notice to Proceed by the CONSULTANT; and b. The CONSULTANT shall prepare and submit to BCDA two (2) copies and an electronic copy recorded on a compact disc or USB drive of the DENR-EMB approved EIS Report and Environmental Compliance Certificate for New Clark City Project issued by DENR-EMB within twenty (20) calendar days reckoned from the submission of the EIS draft report. <p>Each submission of report shall be covered by a transmittal letter indicating the summary of documents being transmitted.</p> |
| <p>VIII. Responsibilities of the Consultant</p> | <p>The Consultant shall perform the services to the highest standards of professional and ethical competence and integrity. The Consultant's responsibilities include, but are not limited to the following:</p> <ol style="list-style-type: none"> a. Undertake the preparation of Environmental Impact Statement and all necessary activities prior to the preparation such as technical scoping, site scoping, public scoping, environmental testing, etc. b. The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. |

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Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project



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| | <p>c. The Consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-Consultants or third parties.</p> <p>d. The Consultant shall furnish to the Procuring Entity such information related to the services as the Procuring Entity may from time to time reasonably request.</p> <p>e. The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.</p> <p>f. The Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services.</p> |
| <p>IX. Minimum Qualifications</p> | <p>The Consultant must possess the following minimum qualifications:</p> <p>a. Should have at least five (5) years of experience in preparing Environmental Impact Statement;</p> <p>b. The team leader to be assigned to the project should be an environmental specialist, with a master's degree in Environmental Management / Environmental Science, an accredited EIS preparer and should have handled a minimum of five (5) similar projects;</p> <p>c. Should have undertaken a total of at least five (5) similar projects/contracts with private or government agencies; and,</p> <p>d. Team member must include the following</p> <ul style="list-style-type: none"> • Air and Noise level specialist • Water Quality Specialist • Sociologist • Terrestrial Specialist <p>Note : <u>Similar projects are projects related Environmental Impact Statement Preparation</u></p> |

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X. Procedure for the Evaluation of Bids

BCDA shall evaluate bids using the *Quality Cost Based Evaluation (QCBE)*. The criteria and rating system for the selection of the Consultant are as follows:

| Bid Components | Weight |
|------------------------|-------------|
| a. Technical Component | 80% |
| b. Financial Component | 20% |
| Total | 100% |

Criteria in the Evaluation of Technical Proposal:

| Technical Bid Components | Weight |
|---|-------------|
| a. Qualification of Personnel to be assigned to the project | 30% |
| b. Applicable Experience of the consultancy firm | 60% |
| c. Plan of Approach and Methodology | 10% |
| Total | 100% |

The minimum Technical Score is 60%.

Detailed Criteria in the Evaluation of Technical Proposal:

- a. Qualification of Personnel to be assigned to the project:

The Team Leader should have handled a minimum of five (5) similar projects (maximum 20%)

| No. of Similar Project Handled | Score |
|--------------------------------|-------|
| Above 15 | 20% |
| 11-15 | 15% |
| 5 - 10 | 10% |

Education (maximum 5%)

| No. of Similar Project Handled | Score |
|--------------------------------|-------|
| Doctorate Degree | 5% |
| Master's Degree | 4% |
| Accredited EIS Preparer | 3% |

Training/s and Seminar/s Attended (maximum 5%)

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| | <table border="1" data-bbox="632 501 1331 707"> <thead> <tr> <th>No. of trainings attended related to its field of expertise</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>11 and above</td> <td>5%</td> </tr> <tr> <td>6 – 10</td> <td>4%</td> </tr> <tr> <td>1 – 5</td> <td>3%</td> </tr> </tbody> </table> <p data-bbox="624 770 1106 804">b. Applicable Experience of the Firm</p> <p data-bbox="667 835 1350 931">The consultancy firm should have undertaken a total of five (5) projects which are similar in nature with the project being bid out by BCDA.</p> <table border="1" data-bbox="632 960 1331 1189"> <thead> <tr> <th>No. of Projects</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>16 and above</td> <td>60%</td> </tr> <tr> <td>11 to 15</td> <td>50%</td> </tr> <tr> <td>5 – 10</td> <td>40%</td> </tr> <tr> <td>5</td> <td>30%</td> </tr> </tbody> </table> <p data-bbox="624 1220 1214 1254">c. Plan of Approach and Methodology (10%)</p> <table border="1" data-bbox="632 1283 1331 1644"> <thead> <tr> <th>Substance of Approach and Methodology</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1. Clarity and comprehensiveness of the plan of approach (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate </td> <td>10% 0%</td> </tr> <tr> <td>2. Interpretation of project problems, risk and suggested solution (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate </td> <td>10% 0%</td> </tr> </tbody> </table> | No. of trainings attended related to its field of expertise | Score | 11 and above | 5% | 6 – 10 | 4% | 1 – 5 | 3% | No. of Projects | Score | 16 and above | 60% | 11 to 15 | 50% | 5 – 10 | 40% | 5 | 30% | Substance of Approach and Methodology | Score | 1. Clarity and comprehensiveness of the plan of approach (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate | 10% 0% | 2. Interpretation of project problems, risk and suggested solution (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate | 10% 0% |
|--|---|---|-------|--------------|----|--------|----|-------|----|-----------------|-------|--------------|-----|----------|-----|--------|-----|---|-----|---------------------------------------|-------|--|-----------|--|-----------|
| No. of trainings attended related to its field of expertise | Score | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 and above | 5% | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 – 10 | 4% | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 – 5 | 3% | | | | | | | | | | | | | | | | | | | | | | | | |
| No. of Projects | Score | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 and above | 60% | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 to 15 | 50% | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 – 10 | 40% | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 30% | | | | | | | | | | | | | | | | | | | | | | | | |
| Substance of Approach and Methodology | Score | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Clarity and comprehensiveness of the plan of approach (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate | 10% 0% | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Interpretation of project problems, risk and suggested solution (5%) <ul style="list-style-type: none"> • Substantially Adequate • Inadequate | 10% 0% | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>XI. Data Assistance to be Provided by BCDA</p> | <p>BCDA will provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>XII. Liquidated Damages</p> | <p>The Consultant obligates itself to perform and complete all the services within the period specified in the Request for Quotation and the contract 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</p> | | | | | | | | | | | | | | | | | | | | | | | | |

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Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project



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| | <p>the Consultant in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.</p> |
| <p>XIII. Confidentiality Clause</p> | <p>The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.</p> <p>The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.</p> |
| <p>XIV. Standard of Services</p> | <p>The Consultant shall fulfil 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.</p> <p>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.</p> |
| <p>XV. Conflict of Interest</p> | <p>Any consultancy firm which is directly associated or which may be directly associated with any entity having a conflict of interest in or bias against the BCDA Group shall be disqualified from the bidding of the project.</p> <p>In all cases, the consultancy firm which is indirectly associated or which may be indirectly associated with any entity that may have a conflict of interest in or bias against the BCDA Group shall be required to disclose the extent of such relationship so that the BCDA may act upon the same accordingly.</p> |
| <p>XVI. Subcontracting</p> | <p>Subcontracting is not allowed.</p> |

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| XVII. Corrupt, Fraudulent, Collusion, and Coercive Practices | Any attempt by a bidder to influence the project team or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction/s and remedies as provided for by law. |
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REQUEST FOR PROPOSAL

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Request for Proposal

Selection of a Consultant for the Consulting Services for the Preparation of Environmental Impact Statement and Facilitation of ECC application for the New Clark City (NCC) Project

1. The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.
2. Since its creation in 1992, the BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.
3. On 06 August 2013, the National Economic and Development Authority (NEDA) approved the Master Plan for the development of 9,450 hectares of idle land within the Clark Freeport and Special Economic Zone (CFSEZ) which is named by the BCDA as the "Clark Green City" Project (CGC Project). Subsequently, the House of Representatives passed Resolution No. 116 on 28 July 2014 expressing support to the CGC Project.
4. CGC Project (now called New Clark City or NCC) is a flagship project of the Government of the Republic of the Philippines which is a modern metropolis with a mix of residential, commercial, agro-industrial, institutional and information technology development as well as a community of residents, workers, and business establishments within a balanced, healthy and safe environment
5. Based on the revised guidelines for coverage screening and standardized requirement under the Philippine EIS System per Environmental Management Bureau (EMB) Memorandum Circular 005 on July 2014, The New Clark City is under Category B, which is required to submit a complete Environmental Impact Statement before the issuance of an Environmental Compliance Certificate.
6. Environmental Impact Statement system under Presidential Decree 1586, which was ratified on June 11 1978 requires every proposed environmentally critical project or project located in environmentally critical area to prepare an Environmental Impact Statement to justify why the project should be implemented.
7. The Environmental Impact statement will be reviewed by DENR-EMB and upon their approval an Environmental Compliance Certificate will be issued to BCDA.
8. To comply with the foregoing, there is a need to engage the services of a reputable consultancy firm who will prepare the Environmental Impact Statement and facilitate the application of Environmental Compliance Certificate to DENR-EMB.
9. The Approved Budget for the Contract is **Nine Hundred Fifty Thousand Pesos (PHP950,000.00)**, inclusive of all applicable taxes and fees.
10. The Consultant must have the following qualifications:



- a. Should have at five (5) years of experience in the preparation of Environmental Impact Statement; and
 - b. The Team Leader to be assigned to the project should be an accredited EIS preparer with at least five (5) years of experience in EIS Pr.
11. The Consultant must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements.
 12. The detailed responsibilities and deliverables are in the attached Terms of Reference (TOR) for the Project.
 13. The Consultant shall be evaluated based on the Quality Cost Based Evaluation (QCBE) procedure.

The criteria and rating for the selection of the winning consultant are as follows:

| Bid Components | Weight |
|------------------------|-------------|
| a. Technical Component | 80% |
| b. Financial Component | 20% |
| Total | 100% |

For the Technical Component the rating will be as follows:

| Technical Bid Components | Weight |
|---|-------------|
| a. Qualification of Personnel to be assigned to the project | 30% |
| b. Applicable Experience of the consultancy firm | 60% |
| c. Plan of Approach and Methodology | 10% |
| Total | 100% |

14. The Consultant is required to submit the following documents to be used by BCDA as basis for evaluation by BCDA

Annex A : Valid and current Mayor's/Business Permit (city or municipal)/Municipal License, where the principal place of business of the prospective bidder is located

Annex B : PhilGEPS Registration Number

Annex C : 2017 Income/Business Tax Return

Annex D : Duly Notarized Omnibus Sworn Statement

Annex E : Curriculum Vitae of the Firm (using the prescribed form) and Company Profile

Annex F : Curriculum Vitae of the Assigned Team Leader (using prescribed form)

Annex G : Description of the Methodology and Work Plan (using prescribed form)

Note : *Certificate of Platinum Membership issued by PhilGEPS may be submitted in lieu of Mayor's Permit (Annex A) and PhilGEPS Registration Number (Annex B)*

15. The Consultant is also required to submit its **Financial Proposal** using the prescribed format (Annex H) in a separate sealed envelope together with the above-mentioned requirements/documents. The **Financial Proposal** shall not exceed the approved budget for the contract (ABC) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

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

16. The contract shall be effective for a period of sixty(60) calendar days from the date stated in the Notice to Proceed (NTP) and until the full delivery of the requirement and acceptance by the BCDA is accomplished by the Consultant.
17. The **Proposal** composed of the aforesaid Annexes A to G, and the Financial Proposal must be submitted *on or before 18 December 2018, 4:00 p.m.* at the BCDA Central Receiving and Releasing Area (CRRA), Bases Conversion and Development Authority (BCDA) Corporate Office, 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City. The proposal shall be addressed to Engr. Brando C. Aguilera, Project Development Officer V.
18. The BCDA reserves the right to accept or reject any and all bids, annul the procurement process or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder.
19. For further information, your office may contact BCDA NCC PMO, Engr. Peter Lester O. Carreon thru email address pocarreon@bcda.gov.ph.


BRANDO C. AGUILERA
PMO V



BID FORMS

8/98

ANNEX A

VALID AND CURRENT
MAYOR'S/BUSINESS PERMIT/
MUNICIPAL LICENSE

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R

2018 BUSINESS PERMIT



Republic of the Philippines
City of Angeles
BUSINESS PERMIT AND LICENSING DIVISION
Office of the City Mayor

BUSINESS PERMIT

ISO 9001:2008
CIP/3079/03/1/1345
2018002514

BUSINESS ID
54-01-2013011170

TO WHOM IT MAY CONCERN :

PERMISSION is hereby granted to CAPULE, RICARDO A. of 381 Sto Rosario St., Angeles City to manage and operate the following:
SERVICES
with commercial name KRC ENVIRONMENTAL SERVICES at 381 Sto Rosario St., Santo Rosario, Angeles City effective from date of issuance up to December 31, 2018.

RENEWAL

300,000

This permit is given subject to the condition that all existing laws, ordinances, rules and regulations governing the business hereby authorized are properly observed.
It is further subject to the agreement in business application, which empowers the City Mayor or his authorized representatives to close or padlock the said business place in case of revocation of this permit with reasonable cause and/or when public interest so requires.

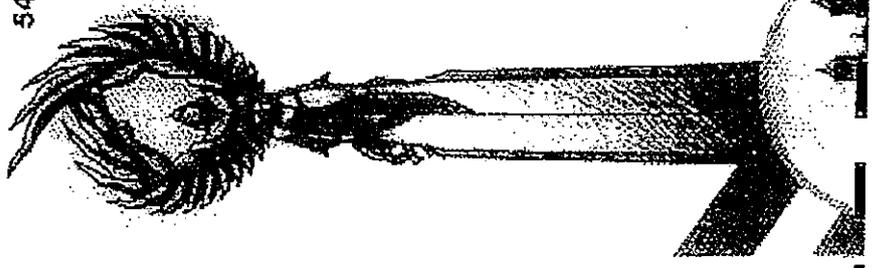
This permit shall be surrendered to this office if the business ceases to operate.

Issued this 23rd day of January 2018, at Angeles City.

Gross Income : **PHP300,000.00** OR Nos. Business: 1094018 Zoning: 1094018 Fire: 41031
CZCBUS2018001138 R03-601-1102-S2018 SPBUS2018001157

James
Atty. Dennis Albert S. Pamintuan
City Administrator

Edgardo D. Pamintuan
Hon. Edgardo D. Pamintuan
City Mayor



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This certifies that

KRC ENVIRONMENTAL SERVICES
(City/Municipality)

ANGELES CITY, PAMPANGA, REGION 3 (CENTRAL LUZON)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.

This certificate issued to

RICARDO AGUSTIN CAPULE

is valid from 10 March 2015 to 10 March 2020 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled.

In testimony whereof, I hereby sign this

**Certificate of
Business Name Registration**

and issue the same on this 10th day of March 2015 in the Philippines.


GREGORY L. DOMINGO
Secretary

Certificate No. 03522030

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.



01

ANNEX B

PhilGEPS REGISTRATION NUMBER

ftg

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

**CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)**

THIS IS TO CERTIFY THAT

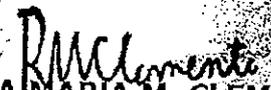
KRC ENVIRONMENTAL SERVICES
381 STO. ROSARIO ST.
Angeles City Pampanga

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 26-Oct-2015 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that KRC ENVIRONMENTAL SERVICES has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.

This Certificate is valid until 14-Sep-2019.

Issued this 14th day of September, 2018.


ROSA MARIA M. CLEMENTE
OIC, Deputy Executive Director V

Documentary Stamp Tax Paid Php 30.00

PhilGEPS Registration No: 2015-153137
Certificate Reference No: 2018047594

REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

PhilGEPS Registration No: 2015-153137
Certificate Reference No: 2018047594

¹ Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

"Annex A"

List of Eligibility Documents

of

KRC ENVIRONMENTAL SERVICES

381 ST. ROSARIO ST.
Angeles City Pampanga

| | |
|------------------------------------|---|
| DTI Certificate | Expiration Date : 10-Mar-2020 DTI Certificate Number : 3522030 Signatory : RICARDO A. CAPULE Registration Date : 10-Mar-2015 |
| Mayor's Permit | Expiration Date : 31-Dec-2018 Permit Number : 54012013011170 Place of Issue : ANGELES Signatory : RICARDO A. CAPULE Issuance Date : 23-Jan-2018 |
| Tax Clearance | Expiration Date : 30-Aug-2018 TCC Number : 0421A083100362018 Signatory : RICARDO A. CAPULE Issuance Date : 31-Aug-2018 |
| Audited Financial Statement | Date of Filing : 12-Apr-2018 Current Asset : Php 835,658.00 Total Asset : Php 1,165,658.00 Current Liabilities : Php 469,499.00 Total Liabilities : Php 469,499.00 Name of Auditor : BELINDA DE LEON BIR RDO Code : 21A |
| PCAB License | Expiration Date : Issued By : Issuance Date : License Number : License First Issue Date : Principal Classification : Category : |

PhilGEPS Registration No: 2015-153137
Certificate Reference No: 2018047594

120



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE
 REVENUE REGION NO. 4 - CITY OF SAN FERNANDO, PAMPANGA

TCC NO. 04- 21A- 08-31-0036-2018

TAX CLEARANCE CERTIFICATE

(Pursuant to Executive Order No. 393)

RICARDO A. CAPULE
(KRC ENVIRONMENTAL SERVICES)

Name of Taxpayer

Address

Taxpayer Identification Number

This is to certify that the above mentioned taxpayer has no listed tax liabilities based on the Tax Delinquency verification made by this Revenue Region No. 04 as of August 31, 2018

issued this 31st day of August 2018

NOTE: THIS CERTIFICATE SHALL BE VALID AND EFFECTIVE FROM DATE OF ISSUE UNTIL AUGUST 30, 2019 ONLY OR UNTIL REVOKED, WHICHEVER COMES EARLIER. THIS SHALL NOT BE USED ON SALES/TRANSFER OF REAL PROPERTIES. CERTIFICATION FEE OF P100 WAS PAID ON AUGUST 24, 2018 UNDER EFTS PAYMENT TRANSACTION NO. 184517219. ANY ERASURE MADE ON THIS TCC SHALL RENDER IT NULL AND VOID



NANETTE S. NIEVERA
 OIC - Chief, Collection Division



WARNING: Counterfeiting is punishable by law. For authenticity, please visit BIR website www.bir.gov.ph/index.php/tax-clearance/release-tax-clearance.html. Tax Clearance Certificate (for bidding purposes) not listed/posted herein will be deemed to have originated from an illegal source.

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ANNEX C

2017 INCOME/BUSINESS TAX
RETURN

ftg

REPUBLIC OF THE PHILIPPINES
 KAGAWARAN NG NANALAPI
 KAWANIHAN NG RENTAS INTERNAS
 REVENUE REGION NO. 004
 REVENUE DISTRICT NO. 1A

OCN 4RC0000969035

2303
 July 1997

CERTIFICATE OF REGISTRATION

| | |
|--|---------------------------------|
| NAME 910-338-865-000 CAPULE, RICARDO AGUSTIN | REGISTRATION DATE 11/22/1999 |
|--|---------------------------------|

REGISTERED ADDRESS
 9

| | |
|---|------------------|
| REGISTERED ACTIVITY(IES) TAX TYPE INCOME TAX VALUE - ADDED TAX | REGISTRATION FEE |
|---|------------------|

| | |
|--|--|
| TRADE NAME KRC ENVIRONMENTAL SERVICES | LINE OF BUSINESS / INDUSTRY 9309 OTHER SERVICE ACTIVITIES, N.E.C |
|--|--|

REMINDEES:
 ❖ RENEWAL OF ANNUAL REGISTRATION FEE ON OR BEFORE JANUARY 31 USING BIR FORM 0605.
 ❖ FILING OF REQUIRED TAX RETURNS TO CONFORM WITH THE ABOVE TAX TYPE/S, WHETHER WITH OR WITHOUT BUSINESS OPERATION, TO AVOID PENALTIES.
 ❖ IMMEDIATELY INFORM THIS DISTRICT OFFICE IN CASE OF TRANSFER / CESSATION OF BUSINESS AND OTHER CONCERNS BY FILING BIR FORM 1905 TO STOP GENERATION OF OPEN CASES.

I HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS REGISTERED AS INDICATED ABOVE, UNDER THE PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE, AS AMENDED.



RENATO MINA
 District Office Officer

al

PNB BTR-BIR PAYMENT SLIP
Angeles City
 BRANCH: _____ DATE: **April**

PLEASE WRITE HEAVILY. YOU ARE MAKING THREE COPIES

| | | |
|---|--|----------------------|
| ACCOUNT NO | 3728580036 | |
| ACCOUNT NAME | BTR - BIR | |
| TAXPAYER'S NAME | Ricardo A. Capula | |
| TIN | 910-221-205-000 | TAX TYPE: IT |
| TZ | SD | TAX FORM: ITD |
| | Date: December 2017 | |
| MODE OF PAYMENT | | |
| <input type="checkbox"/> CASH | <input type="checkbox"/> BANK OF P/ SYSTEM | (BANK REQUIRED FOR) |
| <input type="checkbox"/> CHECK | <input type="checkbox"/> TAX DUTY VOUCHER | |
| COIN | | |
| 2000 | NO. OF PCS | AMOUNT |
| 500 | | |
| 500 | | |
| 100 | | |
| 50 | | |
| 20 | | |
| 10 | | |
| 5 | | |
| TOTAL CASH | | |
| LIST ALL CHECKS INDIVIDUALLY AND PROVIDE CHECK NUMBER | | |
| BANK INITIALS-BRANCH | CHECK NO. | AMOUNT |
| PNB | 2017-12-01 | 2100.00 |
| TOTAL CHECKS | | |
| TOTAL PAYMENT | | 2100.00 |
| APPROVED BY | | |

VALIDATION

INSTRUCTIONS

- The ass of payment party thru TDM, a photocopy of Tax Credit Certificate (TCC) and TDI be attached to the BIR Tax Return/Payment Form.
- This Slip shall be used exclusively for payment of Internal Revenue Taxes.
- This Slip is not valid without machine validation and initial of the receiving office.
- Taxpayer may confirm their Tax Payment with their Home RO/OJTD where they are required to file returns and pay internal revenue taxes. Number: P212

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9

REMITTED BY

DATE APR - 10 12

PLEASE WRITE HEAVILY, YOU ARE MAKING THREE COPIES

| | | | |
|-----------------|-----------|---|--|
| RPT NO. | | 377285800036 | |
| RPT NAME | | BTR - BIR | |
| PAYER'S NAME | | Ricardo A. Cabala | |
| TAX TYPE | | LIT | |
| TAX FORM | | 1701 | |
| DATE | | December 2017 | |
| MODE OF PAYMENT | | | |
| CASH | | <input type="checkbox"/> BANK DEBIT SYSTEM | |
| CHECK | | <input type="checkbox"/> TAX CREDIT MERCH (Dear Adviser Number) | |
| CASH | | | |
| PERSONS | NO OF PCS | AMOUNT | |
| 1000 | | | |
| 500 | | | |
| 200 | | | |
| 100 | | | |
| 50 | | | |
| 20 | | | |
| 10 | | | |
| 5 | | | |
| COINS | | | |
| TOTAL CASH | | | |
| CHECKS | | | |
| INITIALS | CHECK NO | AMOUNT | |
| | | | |
| TOTAL CHECKS | | | |
| TOTAL PAYMENT | | | |
| PAID BY | | | |
| SIGN | | | |

INSTRUCTIONS

Use of payment entry thru FOM, a photocopy of Tax Credit Certificate (TCC) and TOS must be attached to the BIR Tax Return Payment Form.

Slip shall be used exclusively for payment of Internal Revenue Taxes.

Slip is not valid without machine validation and initial of the receiving unit.

User may confirm their Tax Payment with their Home ROD/LOO where they are required to file returns and pay Internal Revenue taxes.

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KRC ENVIRONMENTAL SERVICES
COMPARATIVE INCOME STATEMENT
(In Philippine Peso)

For the year ended December 31

| | 2017 | 2016 |
|----------------------------------|------------------|------------------|
| Service Income | 14,243,666 | 3,978,800 |
| Cost of Services | 10,094,186 | 905,400 |
| Gross Income | 4,149,480 | 3,073,400 |
| Operating Expenses: | | |
| Professional fees | - | 600,000 |
| Transportation and travel | 1,081,089 | 329,789 |
| Representation and entertainment | 212,987 | 197,262 |
| Gas and oil | 271,550 | 184,423 |
| Taxes and licenses | 11,312 | 128,811 |
| Miscellaneous | 579,207 | 72,169 |
| Toll fees | 49,494 | 54,141 |
| Communication, light and water | 40,476 | 49,070 |
| Office supplies | 44,570 | 47,880 |
| Repairs and maintenance | 32,941 | 32,424 |
| Office rental | - | 22,500 |
| Training and seminars | 89,295 | 17,000 |
| Insurance | - | 9,489 |
| Depreciation | 110,000 | 110,000 |
| Total | 2,522,921 | 1,854,958 |
| Net income | 1,626,559 | 1,218,442 |
| Provision for income tax | - 469,499 | - 338,901 |
| NET INCOME AFTER TAX | 1,157,060 | 879,540 |

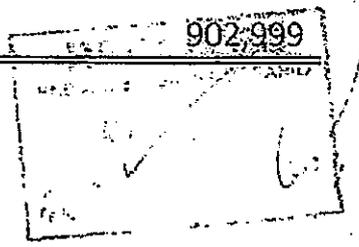
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Handwritten initials and scribbles

KRC ENVIRONMENTAL SERVICES
COMPARATIVE BALANCE SHEET
(In Philippine Peso)

| | As of December 31 | |
|------------------------------------|-------------------|----------------|
| | 2017 | 2016 |
| ASSETS | | |
| Current Assets: | | |
| Cash on hand and in bak | 535,143 | 125,000 |
| Prepaid income tax | 225,872 | 276,874 |
| EWT credit | 74,642 | 61,125 |
| | 835,658 | 462,999 |
| Property and Equipment: | | |
| Office equipment | 50,000 | 50,000 |
| Company vehicle | 500,000 | 500,000 |
| Total | 550,000 | 550,000 |
| Accumulated depreciation | - 220,000 | - 110,000 |
| Net book value | 330,000 | 440,000 |
| TOTAL ASSETS | 1,165,658 | 902,999 |
| LIABILITY AND CAPITAL | | |
| Liability: | | |
| Income tax payable | 469,499 | 338,901 |
| Capital: | | |
| Ricardo Capule, capital, beginning | 564,098 | 200,000 |
| Add: Net income | 1,157,060 | 879,540 |
| Less: Withdrawals | - 1,025,000 | - 515,442 |
| Capital, ending | 696,159 | 564,098 |
| TOTAL LIABILITY AND CAPITAL | 1,165,658 | 902,999 |

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BELINDA D. DE LEON

*Certified Public Accountant
Unit 1137 Gross Residences, SM City North
Quezon City*

PRACTITIONER'S COMPILATION REPORT

To Management of
KRC ENVIRONMENTAL SERVICES
381 Sto. Rosario St., Angeles City

I have compiled the accompanying financial statements of KRC ENVIRONMENTAL SERVICES, owned by Ricardo A. Capule based on information you have provided. These financial statements comprise the balance sheet of KRC ENVIRONMENTAL SERVICES as at December 31, 2017, the income statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

I performed the compilation engagement in accordance with Philippine Standard on Related Services 4410(Revised), Compilation Engagements.

I have applied my expertise in accounting and financial reporting to assist you in the preparation and presentation of these financial statements in accordance with Philippine Financial Reporting Standard for Small and Medium-sized Entities (PFRS for SMEs). I have complied with relevant ethical requirements, including principles of integrity, objectivity, professional competence and due care.

These financial statements and the accuracy and completeness of the information used to compile these are your responsibility.

Since a compilation engagement is not an assurance engagement, I am not required to verify the accuracy or completeness of the information you provided to me to compile these financial statements. Accordingly, I do not express an audit opinion or a review conclusion on whether these financial statements are prepared in accordance with PFRS for SMEs.

Belinda D. de Leon

BELINDA D. DE LEON
PRC License No. 41507
BOA Reg. No. 3984 valid until December 2019
PTR No. 6621363, Makati City, January 18, 2018-03-31

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018

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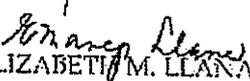
Handwritten signature and stamp

auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

I communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during our audit.

Report on the Supplementary Information Required under Revenue Regulations No. 15-2010

My audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information on taxes applicable to the Company in Note 5 to the financial statements is presented for purposes of filing with the Bureau of Internal Revenue and is not required part of the basic financial statements. Such information is the responsibility of the management. The information has been subjected to the auditing procedures applied in our audit of the basic financial statements. In my opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.


ELIZABETH M. LLANA, CPA

CPA Certificate No. 35043

Tax Identification No. 109-950-924

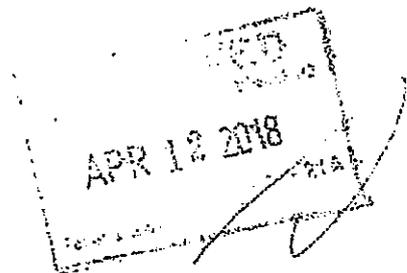
PTR No. 907011, Taytay, Rizal, dated January 4, 2018

BOA Accreditation No. AN 3704 issued Dec. 31, 2016 valid until Dec. 31, 2019

BIR Accreditation No. AN 07-000199-002-2017 issued Feb. 28, 2017 valid until Feb. 28, 2020

21 March 2018





Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Philippine Financial Reporting Standards for Small and Medium-sized entities, and for such internal control as a management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible in assessing the company's ability to continue as a going concern, disclosing as applicable matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations or has no realistic alternative to do so.

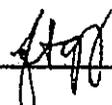
Those charged with governance are responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of Financial Statements

My responsibility is to express an opinion on these financial statements based on my audit. My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with PSAs will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with the PSAs, we exercise professional judgment and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit relevant to the design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures by the management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in



ELIZABETH M. LLANA

Certified Public Accountant

N. 9 Genesis St., Cielito Homes 2, San Isidro, Taytay, Rizal, Tel. No. 927-7166305

**SUPPLEMENTAL STATEMENT OF INDEPENDENT AUDITORS
TO ACCOMPANY PHILIPPINE INCOME TAX RETURNS**

INDEPENDENT AUDITOR'S REPORT

RICARDO A. CAPULE
(KRC Environmental Services)
381 St. Rosario St., Angeles City

Report on the Financial Statements

I have audited the accompanying financial statements of KRC Environmental Services, owned by RICARDO A. CAPULE as of 31 December 2017 which comprise the balance sheet and income statement for the period then ended.

Opinion

In my opinion, the financial statements present fairly, in all material respects, the financial position of MR. QUICKIE as of 31 December 2017 and its financial performance and its cash flows for the period ended in accordance with Philippine Financial Reporting Standards.

Basis for Opinion

I conducted my audit in accordance with the Philippine Standards on Auditing. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement. An audit includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I believe that the audit evidence we have obtained is sufficient and appropriate to provide basis for my opinion.

Handwritten signature

Form No. 1701Q

1.0 cc filed up by the filer
> DLN

> Taxpayer PSOC:

> PSIC:

> Spouse PSOC:

> PSIC:



Republika ng Pilipinas
Kagawaran ng Pananalapi
Kawanihan ng Rentas Internas

Quarterly Income
Tax Return

BIR Form No
1701Q
July 2008 (ENCS)

For Self-Employed Individuals, Estates, and Trusts
(including those with both Business & Compensation Income)
Fill in all appropriate spaces. Mark all appropriate boxes with an X

1 For the Year (YYYY) 2011 2 Quarter 1st 2nd 3rd 3 Amended Return? Yes No 4 No. of sheets attached? 2

Part I Background Information

| Taxpayer/Filer | | | | Spouse | | | |
|--|---------------------|--|--------------------------------|---|--|--|--|
| 5 TIN (s) 225 059 559 | 6 RDO Code 21A | 7 TIN 000 | 8 RDO Code | | | | |
| 9 Taxpayer's Name (Last Name, First Name, Middle Name) (Estates & Trusts) CARMELO MARIANO MARIANO | | | | 10 Spouse's Name (Last Name, First Name, Middle Name) (if applicable) | | | |
| 11 Registered Address 321 AYO ANSARAN ST. SINGAPORE CITY | | | | 12 Registered Address | | | |
| 13 Date of Birth (mm/dd/yyyy) 01/24/1972 | 14 ZIP Code 2002 | 15 Tel. No. 0228726 | 16 Date of Birth (mm/dd/yyyy) | 17 ZIP Code | 18 Tel. No. | | |
| 19 Line of Business/Occupation 2210000000 | 20 ATC Code 1000 | Compensation Business Mixed Income | 21 Line of Business/Occupation | 22 ATC Code 1000 | Compensation Business Mixed Income | | |
| 23 Method of Deduction Itemized Deduction 40% Optional Standard Deduction | | 24 Method of Deduction Itemized Deduction 40% Optional Standard Deduction | | | | | |
| 25 Are you availing of tax relief under Special Law or International Tax Treaty? | | | | Yes No If yes, specify | | | |

Part II Computation of Tax

| Declaration This Quarter | | Taxpayer/Filer | | Spouse | |
|--|-----|----------------|-----|--------|--|
| 26 Sales/Revenue/Receipts/Fees | 26A | 270750.00 | 26B | 0.00 | |
| 27 Add: Amount Rec'd by a partner from General Professional Partnership (except loans) | 27A | 0.00 | 27B | 0.00 | |
| 28 Total | 28A | 270750.00 | 28B | 0.00 | |
| 29 Less: Cost of Sales/Service | 29A | 0.00 | 29B | 0.00 | |
| 30 Gross Income from Operation | 30A | 270750.00 | 30B | 0.00 | |
| 31 Add: Other Income | 31A | 0.00 | 31B | 0.00 | |
| 32 Total Gross Income | 32A | 270750.00 | 32B | 0.00 | |
| 33 Less: Deductions | 33A | 0.00 | 33B | 0.00 | |
| 34 Taxable Income-This Quarter | 34A | 270750.00 | 34B | 0.00 | |
| 35 Add: Taxable Income Previous Quarter(s) | 35A | 0.00 | 35B | 0.00 | |
| 36 Taxable Income To Date | 36A | 270750.00 | 36B | 0.00 | |
| 37 Tax Due | 37A | 22,471.00 | 37B | 0.00 | |
| 38 Less: Tax Credits/Payments | 38A | 0.00 | 38B | 0.00 | |
| 38A/B Prior Years' Excess Credits | 38C | 0.00 | 38D | 0.00 | |
| 38C/D Tax Payment/s for the Previous Quarter(s) | 38E | 0.00 | 38F | 0.00 | |
| 38E/F Creditable Tax Withheld for the Previous Quarter(s) | 38G | 0.00 | 38H | 0.00 | |
| 38G/H Creditable Tax Withheld per BIR Form 2307 for this Quarter | 38I | 0.00 | 38J | 0.00 | |
| 38I/J Tax Paid in Return Previously Filed, if this is an Amended Return | 38K | 0.00 | 38L | 0.00 | |
| 38K/L Other Payment/s Made (please attach proof of payment-BIR Form No. 0505) | 38M | 0.00 | 38N | 0.00 | |
| 38M/N Total Tax Credits/Payments (Sum of 38A, C, E, G, I & K/38B, D, F, H, J & L) | 38O | 0.00 | 38P | 0.00 | |
| 39 Tax Payable (Overpayment) (37A less 38M & 37B less 38N) | 39A | 22,471.00 | 39B | 0.00 | |
| 40 Add: Penalties | 40A | 0.00 | 40B | 0.00 | |
| Surcharge | 40C | 0.00 | 40D | 0.00 | |
| Interest | 40E | 0.00 | 40F | 0.00 | |
| Comproiso | 40G | 0.00 | 40H | 0.00 | |
| Total Penalties (Sum of Items 40A, C, E/40B, D, F) | 40I | 0.00 | 40J | 0.00 | |
| 41 Total Amount Payable (Overpayment) (39A+40G/39B+40H) | 41A | 22,471.00 | 41B | 0.00 | |
| Aggregate Amount Payable (Overpayment) (Sum of Items 41A & 41B) | 41C | 22,471.00 | 41D | 0.00 | |

Handwritten signature



Republika ng Pilipinas
Kagawaran ng Pananalapi
Kawanihan ng Rentas Internas

Certificate of Creditable Tax Withheld At Source

BIR Form No.
2307
September 2005 (ENCS)

Quarter: **12 01 17** Year: **12 31 17**

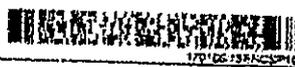
Payor Information:
TIN: **910 338 865 000**
KRC ENVIRONMENTAL SERVICES
Address: **#381 Sto. Rosario St., Santo Rosario, Angeles City**

Payee Information:
TIN: **009 345 353 000**
ALLOYMTD (PHILIPPINES) HOLDING COMPANY, INC.
Address: **Unit 907 Trade and Financial Tower, 7th Ave. cor. 32nd St. BGC, Taguig**
Reference No.: **1 6 3 4**

| Income Payments Subject to Creditable Withholding Tax | ATC | AMOUNT OF INCOME PAYMENTS | | | | Total Tax Withheld For the Quarter |
|--|-------|---------------------------|--------------------------|--------------------------|-----------------------|------------------------------------|
| | | 1st Month of the Quarter | 2nd Month of the Quarter | 3rd Month of the Quarter | Total for the Quarter | |
| Payments made by top 10,000 private corporations to their local/resident suppliers of services | WC160 | | | 437,500.00 | 437,500.00 | 65,625.00 |
| TOTAL | | | | | 437,500.00 | 65,625.00 |

We declare, under the penalties of perjury, that this certificate has been made in good faith, verified by me, and to the best of my knowledge and belief is true and correct pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof.

Payor/Payee's Authorized Representative/Accredited Tax Agent (Signature Over Printed Name): **LYAG ADEM** TIN of Signatory: **120-677-795-000** Title/Position of Signatory: **Accounting and Finance Head**
 Tax Agent Accreditation No./Attorney's Roll No. (if applicable): _____ Date of Issuance: _____ Date of Expiry: _____
 Conformer: **KRC Environmental Services**
 Payee/Payee's Authorized Representative/Accredited Tax Agent (Signature Over Printed Name): _____ TIN of Signatory: _____ Title/Position of Signatory: _____ Date Signed: _____
 Tax Agent Accreditation No./Attorney's Roll No. (if applicable): **1790** Date of Issuance: _____ Date of Expiry: _____

| | | | |
|---------------------------------|--|----------------------------|--|
| Annual Income Tax Return | | BIR Form No 1701 |  |
| Page 10 - Schedules 11A to 11B | | Rev 2013 (FYCS) | |
| TIN 1 0 3 3 2 8 5 0 0 0 | Tax Filer's Last Name CAPULE | | 1701033285000 |

Schedule 11 - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheets if necessary)

| Schedule 11A - TAXFILER'S Reconciliation of Net Income per Books Against Taxable Income | |
|---|-----------|
| 1 Net Income (Loss) per books | 1,626,559 |
| 2 Add: Non-deductible Expenses/Taxable Other Income | 0 |
| 3 | 0 |
| 4 Total (Sum of Items 1 to 3) | 1,626,559 |
| 5 Less: A) Non-taxable Income and Income Subjected to Final Tax | 0 |
| 6 | 0 |
| 7 B) Special Deductions | 0 |
| 8 | 0 |
| 9 Total (Sum of Items 5 to 8) | 0 |
| 10 Net Taxable Income (Loss) - Tax Filer (Item 4 Less Item 9) | 1,626,559 |

| Schedule 11B - SPOUSE'S Reconciliation of Net Income per Books Against Taxable Income | |
|---|---|
| 1 Net Income (Loss) per books | 0 |
| 2 Add: Non-deductible Expenses/Taxable Other Income | 0 |
| 3 | 0 |
| 4 Total (Sum of Items 1 to 3) | 0 |
| 5 Less: A) Non-taxable Income and Income Subjected to Final Tax | 0 |
| 6 | 0 |
| 7 B) Special Deductions | 0 |
| 8 | 0 |
| 9 Total (Sum of Items 5 to 8) | 0 |
| 10 Net Taxable Income (Loss) - Spouse (Item 4 Less Item 9) | 0 |



| Annual Income Tax Return | | IR Form No. |
|--|-----------------------|-----------------|
| Page 9 - Schedules 9 to 10 | | 1701 |
| | | REV 2013 (FNGS) |
| TIN | Tax Payer's Last Name | |
| 9 1 0 3 3 0 1 8 1 6 5 1 0 0 0 0 | CAPULE | |
| Schedule 9 - Tax Credits/Payments (Adjusted) | | |
| Description | A) Taxpayer/Partner | B) Spouse |
| 1 Prior Year's Excess Credits | 0 | 0 |
| 2 Tax Payments for the First Three Quarters | 225,872 | 0 |
| 3 Creditable Tax Withheld for the First Three Quarters | 0 | 0 |
| 4 Creditable Tax Withheld for the 4th Quarter | 73,462 | 0 |
| 5 Creditable Tax Withheld per BIR Form No. 2316 | 0 | 0 |
| 6 Tax Paid in Return previously filed, if not an Adjusted Return | 0 | 0 |
| 7 Foreign Tax Credits, if applicable | 0 | 0 |
| 8 Special Tax Credits, if applicable | 0 | 0 |
| 9 Other Payments-Credits, if applicable | 0 | 0 |
| 10 Total Tax Credits/Payments (Sum of Lines 1-9) | 300,334 | 0 |
| Schedule 10 - BALANCE SHEET | | |
| Assets | | |
| Description | A) Taxpayer/Partner | B) Spouse |
| 1 Current Assets | 835,657 | 0 |
| 2 Long-Term Investments | 0 | 0 |
| 3 Property, Plant and Equipment - Net | 330,000 | 0 |
| 4 Long-Term Receivables | 0 | 0 |
| 5 Intangible Assets | 0 | 0 |
| 6 Other Assets | 0 | 0 |
| 7 Total Assets (Sum of Lines 1-6) | 1,165,657 | 0 |
| Liabilities | | |
| 8 Current Liabilities | 469,499 | 0 |
| 9 Long-Term Liabilities | 0 | 0 |
| 10 Deferred Credits | 0 | 0 |
| 11 Other Liabilities | 0 | 0 |
| 12 Total Liabilities (Sum of Lines 8-11) | 469,499 | 0 |
| Capital | | |
| 13 Capital, Beginning | 564,098 | 0 |
| 14 Add: Net Income for the Year | 1,157,069 | 0 |
| 15 Less: Drawings | (1,075,000) | 0 |
| 16 Capital, Ending (Sum of Lines 13, 14 & 15) | 686,158 | 0 |
| 17 Total Liabilities and Capital (Sum of Lines 12 & 16) | 1,165,657 | 0 |

| Annual Income Tax Return | | 9th Form No. |
|--|---------------------|-----------------|
| Page 7 - Schedule G | | 1701 |
| Taxpayer's Last Name | | June 2013 (RMC) |
| VIN 9 1 0 1 3 1 3 8 1 2 1 8 5 1 0 1 0 0 0 | | CAPULE |
| Schedule G (Continued) Ordinary Allowable Itemized Deductions | | |
| Description | All Taxpayer/Spouse | Spouse |
| 5 Bad Debts | 0 | 0 |
| 6 Charitable Contributions | 0 | 0 |
| 7 Commissions | 0 | 0 |
| 8 Communication, Light and Water | 0 | 0 |
| 9 Depreciation | 40,476 | 0 |
| 10 Depreciation | 0 | 0 |
| 11 Donor's Fees | 110,000 | 0 |
| 12 Fringe Benefits | 0 | 0 |
| 13 Fuel and Oil | 0 | 0 |
| 14 Insurance | 271,550 | 0 |
| 15 Interest | 0 | 0 |
| 16 Landslide and Miscellaneous Earnings | 0 | 0 |
| 17 Losses | 0 | 0 |
| 18 Management and Concurrence Fee | 0 | 0 |
| 19 Miscellaneous | 0 | 0 |
| 20 Office Supplies | 573,207 | 0 |
| 21 Other Services | 44,570 | 0 |
| 22 Production Fees | 0 | 0 |
| 23 Parts | 0 | 0 |
| 24 Repair and Maintenance - Labor or Labor & Material | 0 | 0 |
| 25 Repair and Maintenance - Materials/Supplies | 32,941 | 0 |
| 26 Reproduction and Entertainment | 0 | 0 |
| 27 Research and Development | 212,997 | 0 |
| 28 Royalties | 0 | 0 |
| 29 Salaries and Allowances | 0 | 0 |
| 30 Security Services | 0 | 0 |
| 31 SSS, GSIS, Medicare, NDMF and Other Contributions | 0 | 0 |
| 32 Signs and Coats | 0 | 0 |
| 33 Tolling Fees | 11,312 | 0 |
| 34 Training and Seminars | 49,584 | 0 |
| 35 Transportation/Tolls | 29,295 | 0 |
| 36 | 1,081,039 | 0 |
| Totals (Specify Below. Add additional sheets, if necessary) | | |
| 37 | 0 | 0 |
| 38 | 0 | 0 |
| 39 | 0 | 0 |
| 40 Total Ordinary Allowable itemized Deduction (Items 5 to 39) | 2,522,921 | 0 |

| Annual Income Tax Return | | BIR Form No 1701 |
|--|-----------------------|---------------------|
| Page 6 - Schedules 4B to 6 | | June 2013 E.I.C.S. |
| TIN | Tax Filer's Last Name | |
| 9 1 0 3 3 8 1 0 6 5 1 0 0 0 0 | CAPULE | |
| Schedule 4B - Cost of Sales (For those engaged in Manufacturing) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 6 Direct Materials, Beginning | 0 | 0 |
| 7 Add: Purchases of Direct Materials | 0 | 0 |
| 8 Material Available for Use (Sum of items 6 & 7) | 0 | 0 |
| 9 Less: Direct Materials, Ending | 0 | 0 |
| 10 Raw Materials Used (Sum of items 8 & 9) | 0 | 0 |
| 11 Direct Labor | 0 | 0 |
| 12 Manufacturing Overhead | 0 | 0 |
| 13 Total Manufacturing Cost (Sum of items 10 to 12) | 0 | 0 |
| 14 Add: Work in Process, Beginning | 0 | 0 |
| 15 Less: Work in Process, Ending | 0 | 0 |
| 16 Cost of Goods Manufactured (Sum of items 13 & 14 Less item 15) | 0 | 0 |
| 17 Add: Finished Goods, Beginning | 0 | 0 |
| 18 Less: Finished Goods, Ending | 0 | 0 |
| 19 Cost of Goods Manufactured & Sold (Sum of items 16 & 17 Less item 18) (To Schedule 1000) | 0 | 0 |
| Schedule 4C - Cost of Services (For those engaged in Services. Indicate any those directly incurred or related to the gross revenues from rendition of services) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 20 Direct Charges - Salaries, Wages and Benefits | 0 | 0 |
| 21 Direct Charges - Materials, Supplies and Facilities | 0 | 0 |
| 22 Direct Charges - Depreciation | 0 | 0 |
| 23 Direct Charges - Rent | 0 | 0 |
| 24 Direct Charges - Outside Services | 0 | 0 |
| 25 Direct Charges - Others | 10,084,186 | 0 |
| 26 Total Cost of Services (Sum of items 20 to 25) (To Schedule 1000) | 10,084,186 | 0 |
| 27 Total Cost of Sales/Services (Sum of items 19 & 26) (To Schedule 1000) | 10,084,186 | 0 |
| Schedule 5 - Non-Operating Income (Attach additional sheets if necessary) | | |
| Name of Income | A) Taxpayer/Filer | B) Spouse |
| 1 | 0 | 0 |
| 2 | 0 | 0 |
| 3 | 0 | 0 |
| 4 | 0 | 0 |
| 5 | 0 | 0 |
| 6 Total Non-Operating Income (Sum of items 1 to 5) (To Item 10) | 0 | 0 |
| Schedule 6 - Ordinary Allowable Itemized Deductions (Attach additional sheets if necessary) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 1 Advertising and Promotions | 0 | 0 |
| Amortizations (Specify on Items 2, 3 & 4) | | |
| 2 | 0 | 0 |
| 3 | 0 | 0 |
| 4 | 0 | 0 |

| Annual Income Tax Return | | BIR Form No. |
|--|-----------------------------|-----------------------|
| Page 5 - Schedules 1 to 4A | | 1701 |
| | | July 2013 (ENCS) |
| TIN | | Tax Filer's Last Name |
| 9 1 0 3 3 8 8 6 5 0 0 0 | | CAPULE |
| SCHEDULES-REGULAR RATE | | |
| Schedule 1 - Gross Compensation Income and Tax Withheld (Attach additional sheets if necessary) | | |
| <small>Gross Compensation Income and Tax Withheld: (a) Items 1, 2 & 3 show the required information for each of your employers (b) whether you are an employee for the Taxpayer or the Spouse. Attach additional sheets if necessary. (c) Item 4A, year-to-date Gross Compensation and Total Tax Withheld for the Taxpayer or the Spouse. Do NOT enter Centavo, 00 Centavo or Less than 0.00 or more rounded up.</small> | | |
| 1 Name of Employer | | |
| <input type="checkbox"/> Taxpayer | Employer's TIN | Compensation Income |
| <input type="checkbox"/> Spouse | | Tax Withheld |
| 2 Name of Employer | | |
| <input type="checkbox"/> Taxpayer | Employer's TIN | Compensation Income |
| <input type="checkbox"/> Spouse | | Tax Withheld |
| 3 Name of Employer | | |
| <input type="checkbox"/> Taxpayer | Employer's TIN | Compensation Income |
| <input type="checkbox"/> Spouse | | Tax Withheld |
| 4 Name of Employer | | |
| <input type="checkbox"/> Taxpayer | Employer's TIN | Compensation Income |
| <input type="checkbox"/> Spouse | | Tax Withheld |
| 5A Total Gross Compensation Income and Total Tax Withheld from the above entries and any additional sheets attached for Taxpayer (To Part IV Item 1A) | 1 Total Compensation Income | 2 Total Tax Withheld |
| 5B Total Gross Compensation Income and Total Tax Withheld from the above entries and any additional sheets attached for Spouse (To Part IV Item 1B) | 1 Total Compensation Income | 2 Total Tax Withheld |
| Schedule 2 - Sales/Revenues/Receipts/Fees from Business/Profession, including amount received from General Professional Partnership (GPP) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 1 Total Sales/Revenues/Receipts/Fees | 14,243,666 | 0 |
| 2 Add: Gross Sales/Revenues/Receipts/Fees not subject to Withholding Tax | 0 | 0 |
| 3 Total Sales/Revenues/Receipts/Fees (Sum of Items 1 & 2) | 14,243,666 | 0 |
| 4 Less: Sales Returns, Allowances and Discounts | 0 | 0 |
| 5 Net Sales/Revenues/Receipts/Fees (Item 3 Less Item 4) (To Item 5C) | 14,243,666 | 0 |
| Schedule 3 - Other Taxable Income from Operations not Subject to Final Tax (Attach additional sheets if necessary) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 1 | 0 | 0 |
| 2 | 0 | 0 |
| 3 Total Other Taxable Income (Sum of items 1 & 2) (To Item 5D) | 0 | 0 |
| Schedule 4 - Cost of Sales/Services (Attach additional sheets if necessary) | | |
| Schedule 4A - Cost of Sales (For those engaged in Trading) | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 1 Merchandise Inventory, Beginning | 0 | 0 |
| 2 Add Purchases of Merchandise | 0 | 0 |
| 3 Total Goods Available for Sale (Sum of Items 1 & 2) | 0 | 0 |
| 4 Less: Merchandise Inventory, Ending | 0 | 0 |
| 5 Cost of Sales (Item 3 Less Item 4) (To Schedule 4 Item 27) | 0 | 0 |

| Annual Income Tax Return | | BIR Form No. |
|---|-----------------------|-------------------|
| For Self-Employed Individuals, Estates and Trusts | | 1701 |
| Subject to REGULAR Income Tax Only | | June 2013 (FIMOS) |
| Page 3 | | 701613800SP3 |
| TIN | Tax Filer's Last Name | |
| 9 1 0 2 3 8 8 6 5 0 0 0 0 | CAPULE | |
| Part V - Summary of Income Tax Due | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 68 Regular Rate - Income Tax Due (From Item 47A-47D) | 469,499 | 0 |
| 69 Special Rate - Income Tax Due (From Part IV Item 180-182) | 0 | 0 |
| 70 Less: Share of Other Government Agency, if remitted directly | 0 | 0 |
| 71 Net Special Income Tax Due (From Item 47E and 47F) | 0 | 0 |
| 72 TOTAL INCOME TAX DUE (Overpayment) | 469,499 | 0 |
| Less: Tax Credits/Payments | | |
| 73 Regular (From Schedule 3 Item 10A-10B) | 300,334 | 0 |
| 74 Special (From Part IV Item 188-191) | 0 | 0 |
| 75 Exempt (From Part IV Item 192-193) | 0 | 0 |
| 76 Total Tax Credit/Payments (Sum of Items 73 to 75) (To Item 82) | 300,334 | 0 |
| 77 Net Tax Payable (Overpayment) (Item 72 Less Item 76) | 169,165 | 0 |
| 78 NET TAX PAYABLE (OVERPAYMENT) FOR TAX FILER and SPOUSE (Sum of Items 77A & 77B) | | 169,165 |
| 79 Less: Portion of Tax Payable Allowed for 2 nd Installment to be paid on or before July 15 (From Part IV Item 194-195) | 0 | 0 |
| 80 NET AMOUNT OF TAX PAYABLE (OVERPAYMENT) (Item 78 Less Item 79) | | 169,165 |
| Add: Penalties | | |
| 81 Surcharge | | 0 |
| 82 Interest | | 0 |
| 83 Compromise | | 0 |
| 84 Total Penalties (Sum of Items 81 to 83) (To Item 85) | | 0 |
| 85 TOTAL AMOUNT PAYABLE UPON FILING (OVERPAYMENT) (Sum of Items 80 & 84) (To Item 87) | | 169,165 |
| Part VI - Tax Relief Availment | | |
| Description | A) Taxpayer/Filer | B) Spouse |
| 86 Regular Income Tax Credit/Refund Due (Sum of Items 73 and 74) | 469,499 | 0 |
| 87 Less: Tax Due - Regular (From Item 68) | 469,499 | 0 |
| 88 Tax Relief Availment Balance Special Tax Credits (From Item 73) | 0 | 0 |
| 89 Add: Special Tax Credits (From Schedule 3 Item 6A-6B) | 0 | 0 |
| 90 Regular Tax Relief Availment (Sum of Items 88 & 89) | 0 | 0 |
| 91 Special Tax Relief Availment (From Part IV Item 210-212) | 0 | 0 |
| 92 Exempt Tax Relief Availment (From Part IV Item 213-215) | 0 | 0 |
| 93 Total Tax Relief Availment (Sum of Items 90, 91 & 92) | 0 | 0 |
| 94 Total Tax Relief Availment of Tax Filer & Spouse (Sum of Items 93A & 93B) | | 0 |

| Annual Income Tax Return | | 9 P Form No |
|--|-----------------------|------------------|
| For Self-Employed Individuals, Estates and Trusts Subject to REGULAR Income Tax Only | | 1701 |
| Page 2 | | June 2013 (EACS) |
| TIN | Tax Filer's Last Name | |
| 9 1 0 2 3 8 8 8 5 0 0 0 | CAPULE | |
| Part IV Computation of Income Tax-REGULAR RATE | | |
| | | A) Taxover/Prior |
| | | B) 50-150 |
| 41 Gross Compensation Income (From Schedules Form 241 / 241) | 0 | 0 |
| 42 Less: Non-Taxable / Exempt Compensation | 0 | 0 |
| 43 Gross Taxable Compensation Income (from 41 Less Item 42) | 0 | 0 |
| Less: Deductions | | |
| 44 Retirement, Health, and Dependent Care Expenses (From Schedules Form 242) | 0 | 0 |
| 45 Personal Exemption/Exemption for Estate and Trust | 50,000 | 0 |
| 46 Additional Exemption | 0 | 0 |
| 47 Total Deductions (from 44 to 46) | 50,000 | 0 |
| 48 Net Taxable Compensation Income (from 43 Less Item 47) | 0 | 0 |
| OR | | |
| 49 Excess of Deductions (from 47 Less Item 43) | 50,000 | 0 |
| 50 Net Sales/Revenues/Receipts/Fees (From Schedule 3 Item 5A, 50) | 14,242,566 | 0 |
| 51 Add: Other Taxable Income from Operations not Subject to Final Tax (From Schedule 3 Item 31-35) | 0 | 0 |
| 52 Total Sales/Revenues/Receipts/Fees (Sum of Items 50 & 51) | 14,242,566 | 0 |
| 53 Less: Cost of Sales/Services (From Schedule 3 Item 36-38) | 10,094,188 | 0 |
| 54 Gross Income from Business/Profession (from 52 Less Item 53) | 4,148,378 | 0 |
| 55 Add: Non-Operating Income (from Schedule 3 Item 44, 45) | 0 | 0 |
| 56 Total Gross Income (also of Item 51, 55) | 4,148,378 | 0 |
| Less: Allowable Deductions | | |
| 57 Ordinary Allowable Itemized Deductions (From Schedule 5 Item 4A-4B) | 2,522,921 | 0 |
| 58 Special Allowable Itemized Deductions (From Schedules Form 242) | 0 | 0 |
| 59 Allowance for Not Operating Loss Carry Over (NOLCO) (From Schedule 3 Item 40, 41, 42, 43, 44, 45) | 0 | 0 |
| 60 Total Allowable Itemized Deductions (Sum of Items 57 to 59) | 2,522,921 | 0 |
| OR | | |
| 61 Optional Standard Deductions (OSD) (From Schedule 5 Item 4C) | 0 | 0 |
| 62 Taxable Income from Business/Profession (from 54 Less Item 60) | 1,625,457 | 0 |
| 63 Add: Not Taxable Compensation Income (from Item 48, 49) | 0 | 0 |
| 64 Not Taxable Income (Sum of Items 62 & 63) | 1,625,457 | 0 |
| 65 Less: Excess Deductions, if there is no compensation income (from Item 61, 60) | 50,000 | 0 |
| 66 TOTAL TAXABLE INCOME (from 64 Less Item 65) | 1,575,457 | 0 |
| 67 TAX DUE-REGULAR (from 66 Less Item 49) | 469,499 | 0 |

Tax Table

| I Taxable Income Is: | Tax Due Is: | II Taxable Income Is: | Tax Due Is: |
|----------------------|---|-----------------------|---|
| Not over P 10,000 | 5% | | |
| Over P 10,000 | P 500 + 10% of the excess over P 10,000 | Over P 140,000 | 0.27500 - 2% of the excess over P 140,000 |
| Over P 20,000 | P 1,000 + 10% of the excess over P 20,000 | Over P 250,000 | P 50,000 + 3% of the excess over P 250,000 |
| Over P 30,000 | P 1,500 + 10% of the excess over P 30,000 | Over P 500,000 | P 125,000 + 3% of the excess over P 500,000 |
| Over P 40,000 | P 2,000 + 10% of the excess over P 40,000 | Only P 500,000 | |
| Over P 50,000 | P 2,500 + 10% of the excess over P 50,000 | | |

| Republic of the Philippines Department of Finance Bureau of Internal Revenue | | Annual Income Tax Return For Self-Employed Individuals, Estates and Trusts | | BIR Form No. 1701 | |
|--|--|---|------------|--|---------|
| 1 Filing Year 1/2018 | | 2 Amended Return? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 3 Short Period Return? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 4 Returnable Tax Code (RTS): | | 1101 Compensation Income | | 1102 Business Income: Vocation/Profession | |
| Part I - Background Information on TAXPAYER/PLER | | | | | |
| 5 Taxpayer Identification Number (TIN) | | 9 1 0 - 3 3 8 - 2 6 5 - 0 0 0 0 | | 6 RDO Code 2 1 A | |
| 7 Tax File Type <input checked="" type="checkbox"/> Self-Employed <input type="checkbox"/> Professional <input type="checkbox"/> Estate <input type="checkbox"/> Trust | | | | | |
| 8 Tax Payer's Name (Last, First, Middle Initial) ESTATE OF RICARDO A. CAPULE | | | | | |
| 9 Trade Name KRC ENVIRONMENTAL SERVICES | | | | | |
| 10 Registered Address (Street, P.O. Box, City, State, Zip Code) 361 STO. ROSARIO ST., ANGELES CITY | | | | | |
| 11 Date of Birth (MM/DD/YYYY) | | 12 Email Address | | | |
| 4 1 1 2 6 1 1 5 7 2 | | belindadelleon@yahoo.com | | | |
| 13 Contact Number | | 14 Civil Status | | | |
| 3 2 9 6 7 2 8 | | <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Legally Separated <input type="checkbox"/> Widower | | | |
| 15 Principal Occupation (Select one) <input checked="" type="checkbox"/> Self-Employed <input type="checkbox"/> Professional <input type="checkbox"/> Vocation/Profession <input type="checkbox"/> Estate <input type="checkbox"/> Trust | | | | | |
| 17 Main Line of Business | | 10 FDC 9 3 0 9 | | 19 SIC 0 | |
| 20 Method of Depreciation <input checked="" type="checkbox"/> Itemized Depreciation <input type="checkbox"/> Optional Standard Deduction (OSD) | | | | | |
| 21 Method of Accounting <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Cost of Sales | | | | | |
| 22 Income Exempt from Income Tax? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 23 Income Subject to Special Preferential Rate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 24 Claiming Additional Exemptions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| 25 If YES, enter number of dependent children <input type="checkbox"/> 0 | | | | | |
| Part II - Total Tax Payable (Do NOT enter Estimated) | | | | | |
| 26 Total Income Tax Due (Overpayment for Tax Payer and Spouse) (Sum of Items 76A & 76B) | | | | 488,499 | |
| 27 Less: Total Tax Credits: Payments (Sum of Items 76A & 76B) | | | | 300,334 | |
| 28 Net Tax Payable (Overpayment) (Item 26 Less Item 27) | | | | 189,165 | |
| 29 Less: Amount of Tax Payable Allowed for 2 nd Installment to be paid on or before July 15 (Sum of Items 76C & 76D) | | | | 0 | |
| 30 Total Tax Payable (Item 28 Less Item 29) | | | | 189,165 | |
| 31 Add: Total Payments From Item 27 | | | | 0 | |
| 32 TOTAL AMOUNT PAYABLE Upon Filing (Overpayment) (Sum of Items 30 & 31) | | | | 189,165 | |
| 33 Overpayment, with and without, (Overpayment is made, the tax is refundable) | | | | | |
| To be refunded | | To be issued a Tax Credit Certificate (TCC) | | To be carried over as a tax credit for next year-quarter | |
| 34 Signature of Taxpayer/Pler RICARDO A. CAPULE | | | | | |
| 35 Signature of Authorized Officer PPEB0872446 | | | | | |
| 36 Place of Issue MANILA | | | | | |
| 37 Date of Filing 0 9 / 1 0 / 2 0 1 8 | | | | | |
| 38 Return of Issue 0 | | | | | |
| Part III - Details of Payment | | Debit Bank Agency | Number | Date (MM/DD/YYYY) | Amount |
| 39 Overpayment Cash Memo | | | | | 0 |
| 40 Check | | PNA | 2000005604 | 10/10/2018 | 189,165 |
| 41 Overpayment by other | | | | | 0 |