

CONTRACT FOR CONSULTANCY SERVICES

THE PUBLIC IS INFORMED:

This **CONTRACT** entered into and executed by and between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with business address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City represented herein by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA** who is duly authorized for this purpose in accordance with Section No. X, Subject No. 10.03 No. 3 of the BCDA's Revised Manual of approval dated 05 August 2010,

- and -

MENNEN M. ARACID (CONSULTANT), with business address at the Ateneo Professional Schools Bldg., 130 H.V. Dela Costa Street, Salcedo, Makati, Metro Manila.

- ANTECEDENTS -

In the furtherance of BCDA's mandate under Republic Act No. 7227, to accelerate the sound and balanced conversion of former U.S. military baselands and their extensions into alternative productive use, BCDA, in partnership with the private sector, actively pursues infrastructure programs in Fort Bonifacio in Taguig, the former Clark Air Base in Pampanga, Camp John Hay in Baguio City, the former Wallace Air Station in San Fernando, La Union and other Metro Manila camps.

BCDA, being a prime mover of national development, has been pursuing infrastructure projects as part of the Philippine Government's Build, Build, Build Infrastructure Program aimed at creating regional centers for economic development and decongestion of Metro Manila. Subsequently, the appointment of a new set of directors necessitated an orientation of their role in the organization, ongoing and future projects, and the formulation of a long-term plan for the organization that is aligned with the administration's thrusts and priorities.

To realize its goals, BCDA needs the professional assistance of an individual consultant who shall be hired to do work that is highly technical and where trust and confidence are of paramount consideration.

Section 53.7 of the Implementing Rules and Regulations (IRR) of the RA 9184 recognizes Negotiated Procurement as a mode of entering into consultancy agreements, whereby the procuring entity is allowed to directly negotiate with an individual consultant to do work that is primarily confidential.

BCDA has posted with the PhilGEPS the procurement opportunity and award of contract for purposes of transparency, in compliance with Section 8.2.1 in relation to Section 53.7 of RA 9184's IRR.

Pursuant to Section IV (L)(2), Annex H, 2016 IRR of RA 9184, BCDA made the necessary posting of the Notice of Award and Contract.

During negotiations, BCDA has validated that the CONSULTANT possesses the required expertise and experience, having the full trust and confidence of BCDA's President and CEO, and as such desires to engage his services.

The CONSULTANT has manifested his willingness to provide his services to BCDA under the Office of the President and CEO.

ACCORDINGLY, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following terms:

SECTION 1. Duties and Responsibilities of the CONSULTANT

The CONSULTANT hereby agrees to perform the following duties and responsibilities:

- 1.1. Familiarization with BCDA and its existing programs, including review of organizational documents and pre-planning with key officers and staff;
- 1.2. Review the sectoral environment of BCDA;
- 1.3. Review the Strategy Map and Scorecard;
- 1.4. Design, structure, manage and facilitate the planning exercises;
- 1.5. Conduct post-planning interviews with departments;
- 1.6. Determine the candidate KRAs and KPIs that will be committed to GCG for operating year 2019; and
- 1.7. Identify risks attendant to each project for implementation

Any report, materials, graphic, software or otherwise, prepared by the CONSULTANT for the BCDA under this Contract shall belong to and remain the property of the BCDA. The CONSULTANT may retain a copy of such documents exclusively for record purposes.

SECTION 2. Contract Price

- 2.1. For services rendered pursuant to the preceding section, BCDA shall pay the CONSULTANT the amount of **ONE HUNDRED EIGHTEEN THOUSAND PESOS (PhP 118,000.00)**, inclusive of taxes, for the entire engagement.

SECTION 3. Manner of Payment

- 3.1. The payment shall be made upon conclusion of the following:
 - 3.1.1. Conduct of preliminary and post-planning work with relevant BCDA departments;
 - 3.1.2. Conduct of Operational Planning for 2019; and
 - 3.1.3. Submission of the required outputs and deliverables duly accepted by the BCDA, through the Planning Services Department as satisfactory and in compliance with the terms of contract. Any change in the delivery dates shall be mutually agreed upon by the BCDA and CONSULTANT

SECTION 4. Employee-Employer Relationship

- 4.1. No employee-employer relationship is created between BCDA and the CONSULTANT; nor between BCDA and any employee whom the CONSULTANT may hire to assist him.



SECTION 5. Reporting Relationship

- 5.1. The CONSULTANT shall directly report and work with the Office of the Executive Vice President, through the Planning Services Department for his assignments under this contract. The Planning Services Department shall be responsible for its initial review, acceptance and endorsement for the Management Committee's approval of the detailed technical contents of the CONSULTANT'S reports.

SECTION 6. Period of Effectivity

- 6.1. This contract shall be effective for a period of six (6) months from 7 September 2018, renewable at the option of BCDA.

SECTION 7. Termination of Services

- 7.1. Either party may opt to terminate this **CONTRACT** by giving the other party a fifteen (15) day written notice of the intention to terminate.
- 7.2. BCDA shall have the right to immediately terminate the contract if the CONSULTANT fails to perform any of his obligations under the contract. In which case the CONSULTANT shall be paid on a quantum meruit basis.
- 7.3. In the event of termination by either party, the CONSULTANT undertakes to unconditionally turn over within said fifteen (15) day period any and all record and documents that may be in his possession pursuant to or in connection with the rendition of services under this **CONTRACT**.

SECTION 8. Confidentiality Clause and Conflict of Interest

- 8.1. The CONSULTANT recognizes and acknowledges that security information regarding BCDA projects, property and personnel, relationships with third parties, actual or proposed developments as they may exist from time to time, and processes are valuable assets of BCDA, whether or not evidenced in writing. The CONSULTANT'S access to or knowledge of which is incidental or essential to the performance of this **CONTRACT**. Except as otherwise provided for in this **CONTRACT**, the CONSULTANT shall not, during or after the term of this **CONTRACT**, disclose such secrets, information concepts or processes, in whole or in part, to any person, firm, corporation or entity under any circumstance, without the prior written consent of BCDA or unless otherwise required by law. This restriction shall not apply to information concepts or processes which are in the or shall thereafter become part of the public domain after the term of this **CONTRACT**.
- 8.2. Any conflict-of-interest should be declared by the CONSULTANT immediately upon discovery of such conflict or potential conflict. Failure to declare such circumstance, or the discovery by BCDA of the existence of such conflict or potential conflict before the CONSULTANT'S declaration, will be sufficient ground for termination of this **CONTRACT**.

SECTION 9. Other Provisions

- 9.1. No amendment, alteration or modification of any of the terms and conditions of this **CONTRACT** shall be valid unless such change is evidenced by a written **CONTRACT** of the herein contracting parties.



Contract for Consultancy Services of
(MENNEN M. ARACID) with LSD edits 021119

- 9.2. The venue of any legal action arising out of this **CONTRACT** shall be brought in the proper court of record in Taguig City, to the exclusion of other courts.
- 9.3. This **CONTRACT** has been reviewed by the OGCC.

IN WITNESS WHEREOF, the parties hereunto set their hands on 26 FEB 2019 at TAGUIG CITY, Philippines.

For BCDA:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President



For Consultant:


MENNEN M. ARACID
Consultant

Witnesses:


JOCELYN L. CANIONES
Head
Planning Services Department

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Taguig) S.S.

BEFORE ME, this ____ day of MAR 04 2019 2018, personally appeared the following:

Name	ID No.	Date/ Place Issued
Aileen An. R. Zosa		
Mennen M. Aracid		

All of whom are known to me to be the same person who executed in the foregoing instrument and acknowledge to me that the same are their own voluntary acts.

Notary



GUALBERTO J. OYZON, JR.
Notary Public for Taguig City, Philippines
Appointment No. 22, Until 31 December 2019
2/F 3TC 31st St., BGC, Taguig City, 1634
PTR No. A-4208965/Taguig City/08 January 2019
Roll of Attorneys No. 48062/IBP Lifetime Member No 04862
MCLE Compliance No. V-0005517/14 January 2015

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