

REQUEST FOR PROPOSAL
Selection of Consultants for Tax Compliance Advisory Services
Bonifacio Global City, Taguig City

1. BCDA is mandated under Republic Act (RA) No. 7227, as amended by RA No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, including the former Clark Air Base in Angeles, Pampanga. Likewise, BCDA is tasked to dispose of Metro Manila Camps to finance the development of former military camps and the construction of support infrastructure projects in partnership with the private sector. Recently, the Department of National Defense/ Armed Forces of the Philippines (DND/AFP) signed an agreement with BCDA for the latter to develop military reservations/properties which will support the modernization of the AFP.
2. In order to accomplish the said tasks and contribute to the nation building, BCDA undertakes real estate development projects involving former Metro Manila camps, former U.S. military bases, New Clark City, identified DND/AFP military properties and other projects/activities that will be undertaken by BCDA and its subsidiaries. In line with this undertaking, BCDA needs to hire a CONSULTANT to provide advice on possible tax risk and exposure which may arise from the implementation of said development projects. The advice of the CONSULTANT will help mitigate the risks involved in the projects and aid Top Management in its decision making.
3. The Approved Budget for the Contract as per 2024 Corporate Operating Budget is **NINE HUNDRED THOUSAND PESOS (PHP900,000.00)**, detailed as follows:
 - **General Services** - a retainer fee of **Php400,000.00** (annually), inclusive of all applicable taxes.
 - **“On Call” Specialized Services** – service fee of **Php500,000.00** (annually) inclusive of all applicable taxes. Such specialized services shall have a separate agreement between the BCDA and the Consultant on the unit rates and/or the deliverables.
4. The Consultant must have the following qualifications:
 - a. Proven track record in providing tax consultancy services, preferably for companies in the real estate and government sectors;
 - b. Demonstrated in-depth knowledge of local tax laws and regulations (i.e. issuances of tax advisories, tax seminars conducted, roster of tax experts, etc.);
 - c. A track record of successfully handling at least five (5) major tax cases/exposures or BIR audits of not less than Php50 million in the last ten (10) years; and
 - d. A client portfolio with no less than Php20 billion assets and under the Large Taxpayer Group.
5. 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.

6. The detailed responsibilities and deliverables are in the attached Terms of Reference (TOR) for the service.
7. 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:

Proposal	Weight
Technical Proposal	90%
<ul style="list-style-type: none"> • Years of experience on tax compliance and accounting services of assigned partner/s (minimum of 15 years) • Tax services provided specially on real estate transactions • Scope of services • Membership/affiliation in an International Auditing Firm • Engagements with real estate companies and government agencies • Special citations 	
Financial Proposal	10%
TOTAL	100%

8. The Consultant is required to submit the following documents to be used by BCDA as basis for evaluation:
 - Annex A: Valid and current Mayor's Permit (city or municipal) / Municipal License, where the principal place of business of the prospective bidder is located.
 - Annex B: PhilGEPS Registration Number (Red Category)
 - Annex C: Duly Notarized Omnibus Sworn Statement
 - Annex D: Curriculum Vitae of the Consultant / Firm and/or Company Profile (indicating the qualifications of the Consultant as stated in Item 4)
 - Annex E: SEC/DTI Registration
 - Annex F: Income/Business Tax Return

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)
9. The Consultant is also required to submit its **Financial Proposal** 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.

10. The contract shall be effective for a period of three (3) years 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.
11. The **Proposal** composed of the aforementioned Annexes A to F, and the Financial Proposal must be submitted **on or before 31 January 2023, 5pm** at the BCDA Central Receiving and Releasing Area (CRRRA), 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 **MS. HEDDA Y. RULONA, Senior Vice President, Investment and Financial Management Group.**
12. 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.
13. For further information, your office may contact the undersigned thru telephone number 575-1700 or email address dsmontalban@bcda.gov.ph.


DEAN S. MONTALBAN
Vice President
Accounting and Comptrollership Department

TERMS OF REFERENCE

Tax Consulting Services

1. BACKGROUND

BCDA is mandated under Republic Act (RA) No. 7227, as amended by RA No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, including the former Clark Air Base in Angeles, Pampanga. Likewise, BCDA is tasked to dispose Metro Manila Camps to finance the development of former military camps and the construction of support infrastructure projects in partnership with the private sector.

In order to accomplish the tasks and contribute to nation building, BCDA undertakes real estate development projects involving former Metro Manila camps, former military bases, New Clark City, identified properties to be transferred, and other projects/activities that will be undertaken by BCDA and its Subsidiaries.

2. OBJECTIVES

The CONSULTANT shall render consulting services to BCDA on the possible tax risk and exposure that may arise from the implementation of real estate and other development projects involving Metro Manila camps, former military bases, New Clark City, and other identified properties to be transferred to BCDA.

3. SCOPE OF SERVICES

3.1. General Services

- Provide oral and/or summary reply to queries;

The queries shall be regarding BCDA's possible tax risk and exposure related to the implementation of its development projects, pending tax issues before the local and national government, administrative and judicial bodies, and BCDA's overall business.

The summary reply shall contain the supporting tax laws, rules/regulations, and jurisprudence.

- Disseminate to BCDA the monthly Client Advisory Letter (CAL);

The CAL contains new regulations, rulings, and jurisprudence relating to generic tax issues. In this regard, application to BCDA will generally require further consideration and advice.

- Attend monthly meetings, if needed, to discuss tax issues related to BCDA's business operation, asset disposition program, and implementation of developmental projects.

Upon execution of this Contract, the PARTIES shall meet for a walk-through of the various activities involved in the development projects and have a preliminary discussion of identified issues, if any. During the said meeting, the PARTIES shall

[REDACTED]

agree on the items/areas where BCDA needs advice, as well as the timeline within which the same shall be provided. Depending on the number and complexity of the issues involved, the CONSULTANT shall endeavor to provide a reply within five (5) working days from the meeting and submission of the necessary documents that may be requested.

Thereafter, the PARTIES shall meet monthly to consider a pre-set agenda of matters of known or potential interest to BCDA. Such monthly meetings shall likewise serve as brainstorming sessions on planned or ongoing transactions that may have critical tax implications and other potential tax planning opportunities.

At any time during the term and effectivity of this Contract, BCDA may contact the CONSULTANT via phone or email to raise additional issues on which the former needs advice or raise follow-up questions/clarifications on advice previously given. In case of follow-up questions/clarifications, BCDA shall do its best to bring it to the attention of the CONSULTANT within five (5) working days from the time the advice was provided.

In any case and taking into consideration the circumstances, BCDA agrees to give the CONSULTANT a reasonable period (i.e., within 24 to 48 hours, excluding weekends and holidays) to respond.

3.2. "On Call" Specialized Services

Services offered other than the general services stated above that may be needed at any given time during the contract period which may include, but is not limited to the following:

- Conduct tax studies and provide written advice and/or opinion on the tax implications of BCDA business decisions and transactions based on relevant Philippine tax laws, jurisprudence, regulations, rulings, and other relevant issuances;
- Assist in handling tax audits by the BIR and other regulatory bodies by drafting a reply letter to formal assessment; and
- Assist in drafting a request for BIR rulings to determine the proper tax treatment of certain business transactions.

Such specialized services shall have a separate remuneration and/or service fee subject to the agreement between the BCDA and the Consultant on the unit rates and/or the deliverables.

4. LIMITATIONS ON THE SERVICES

The CONSULTANT shall be limited to an advisory role in the engagements. BCDA shall be responsible for any decision made in connection with or arising from said engagements.

The CONSULTANT shall not render an assurance report under this Contract, nor will the services constitute an audit, review, or other form of assurance on accounting matters,



financial statements, or other financial information or internal controls as part of the services.

The CONSULTANT may only present pertinent issues in circumstances where certain provisions in the tax laws are subject to varying or conflicting interpretations and no official guidelines or clarifications were issued by the tax authorities.

The CONSULTANT shall not disclose any confidential information provided by BCDA under this Contract.

5. **QUALIFICATIONS**

- a. Proven track record in providing tax consultancy services, preferably for companies in the real estate and government sectors.
- b. Demonstrated in-depth knowledge of local tax laws and regulations (i.e. issuances of tax advisories, tax seminars conducted, roster of tax experts, etc.)
- c. A track record of successfully handling at least five (5) major tax cases/exposures or BIR audits of not less than Php50 million from the last ten (10) years.
- d. Has a client portfolio with no less than Php20 billion assets and under the Large Taxpayer Group.

6. **BCDA OBLIGATIONS**

BCDA shall:

1. Provide the CONSULTANT information, resources, and assistance including access to records, systems, premises, and people required in the performance of the services
2. Communicate on a timely basis any changes in its circumstances that could affect the performance of this Contract.
3. Assign a BCDA personnel to oversee the following:
 - 3.1 Management decisions relating to the services
 - 3.2 Use or implementation of the output of the services
 - 3.3 Determine whether the services are appropriate for BCDA purposes.

7. **PROCUREMENT SELECTION**

The CONSULTANT shall be procured through Small Value Procurement under Section 53.9 of IRR of RA 9184.

8. **APPROVED BUDGET FOR THE CONTRACT (ABC)**

The Approved Budget for the Contract (ABC) is **Nine Hundred Thousand Pesos (Php900,000.00)**, detailed as follows:

- **General Services** - a retainer fee of **Php400,000.00** (annually), inclusive of all applicable taxes.

The Consultant shall submit to BCDA the following documentary requirements related to the payment of general services:

- Billing Statement; and
 - Accomplishment Report or written summary reply in writing to BCDA queries related to tax issues and/or monthly Client Advisory Letter (CAL).
- **“On Call” Specialized Services** – service fee of **Php500,000.00** (annually) inclusive of all applicable taxes.

The mode of payment for the “On Call” specialized services shall be agreed upon in the letter of agreement to be executed by BCDA and the Consultant.

9. DURATION OF THE SERVICES

This Contract shall be effective for three (3) years commencing on the date of execution of the contract.

10. CONFLICT OF INTEREST

The Consultant shall disclose any engagement with entities other than BCDA and information that may constitute a conflict of interest or potential risk that may affect the Consultant’s services to the Agency throughout the term of the contract.

11. TERMINATION

Each PARTY reserves the right to cancel the Contract without the necessity of judicial proceedings if, in its discretion, the other PARTY has:

- 11.1 Violated any of the provisions, terms, and conditions of this Contract;
- 11.2 Been found liable for committing acts constituting just or authorized causes for termination under the law; or
- 11.3 Been found liable for committing acts detrimental to BCDA and/ or its Project.

Any PARTY shall notify the other, in writing, of the latter’s failure to comply with the terms of the Contract. If the defaulting party should fail to remedy the situation within thirty (30) calendar days from receipt of said notice, the notifying PARTY shall terminate the Contract through a written Notice of Termination.

Within the thirty (30) days from the expiration of the term or from receipt of the Notice of Termination under the immediately preceding provision, the CONSULTANT shall, without need of demand, turn over to BCDA all original copies of documents and records provided to the former by the latter in the course of the rendition of the consulting services.


DEAN S. MONTALBAN
 VP-ACD, December 01, 2023


HEDDA Y. RULONA
 SVP - IFMG


