



REQUEST FOR PROPOSAL

PROCUREMENT OF CONSULTING SERVICES FOR THE NEW CLARK CITY WEBSITE HOSTING AND MAINTENANCE

1. The Bases Conversion and Development Authority (BCDA) is a government corporation mandated to transform former military bases and properties into premier centers of economic growth as stipulated in its mandate - Republic Act No. 7227 otherwise known as the "Bases Conversion and Development Act of 1992".
2. The BCDA, through its End-user delegated by the Bids and Awards Committee for Consulting Services (BAC-C), intends to procure and engage the services of a Consultant under Section 53.9 "Negotiated Procurement - Small Value Procurement" of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.
3. The Approved Budget for the Contract (ABC) through the **CY 2024** Corporate Operating Budget (COB) is **Pesos: One Million and 00/100 (PhP 1,000,000.00)**, inclusive of VAT and all applicable taxes, fees and incidental expenses.
4. The Consultant must:
 - a. be registered with the Philippine Government Electronic Procurement System (<https://www.philgens.gov.ph>);
 - b. be any of the following:
 - duly-licensed Filipino/sole proprietorship
 - partnerships duly organized under the laws of the Republic of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines
 - cooperatives duly organized under the laws of the Philippines
 - persons/entities forming themselves into a joint venture, i.e. a group of two (2) or more persons/entities that intend to be jointly and severally or liable for a particular contract; provided, however, that Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of each joint venture as specified in their JVA.
 - c. have at least two (2) years in business operation. In the case of joint ventures, the lead consulting firm should have at least two (2) years of business operation;

- d. have two (2) years of experience in maintaining, troubleshooting, and handling technical back-end of websites;
 - e. have handled at least three (3) projects similar¹ to the project being bid out;
 - f. have handled at least one (1) website project equivalent to at least fifty (50%) of the ABC or amounting to PHP 500,000.00.
 - g. have a team composed of three (3) key members: Account Manager, Lead Programmer/Full Stack Developer, and User Interface/User Experience (UI/UX) Designer with at least two (2) years of experience in web development and maintenance as related to the function in the team.
5. The detailed Scope of Services and Deliverables of the Consultant are indicated in the attached Terms of Reference (TOR) for the Project.
 6. The Consultant shall be evaluated using the Quality-Based Evaluation (QBE) procedure.
 7. The criteria and rating for the selection of the winning Consultant are as follows:

Evaluation Criteria	Score	Required Minimum Score
a) Applicable Experience of the Consultant	45.00%	31.50%
b) Qualification of personnel who shall be assigned to the project	25.00%	17.50%
c) Plan of Approach and Methodology	30.00%	21.00%
TOTAL	100.00%	70.00%

Bidders must pass the required minimum score of seventy percent (70%) on each criterion.

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

¹ Similar projects shall refer to development, management, upgrading, enhancement or maintenance of websites or web applications

- a. EF 1 - Eligibility Documents (PhilGEPS Registration) Red Membership shall also submit the company's Mayor's Permit and the latest Income Tax Return
- b. TPF 1 - Statement of All Completed Government and Private Contracts
- c. TPF 2 - Summary of Completed Services for the Past 2 Years (All Completed Government and Private Contracts)
- d. TPF 3 - Summary of Curriculum Vitae
- e. TPF 4 (A to C) - Curriculum Vitae (CV) for Proposed Professional Staff
- f. TPF 5 - Format of CV of the Firm/Entity
- g. TPF 6 - Statement of Consulting Services with at least PhP 500,000.00 Contract for the Past 2 Years
- h. TPF 7 - Certificate of Availability of Key Personnel
- i. TPF 8 - Plan of Approach and Methodology
- j. FPF 1 - Financial Proposal Submission Form
- k. Omnibus Sworn Statement (duly notarized)
- l. Bid Securing Declaration Form (duly notarized)

9. The Consultant is required to submit its Financial Proposal (FPF 1) in a separate sealed envelope. The Financial Proposal shall not exceed the ABC, and shall be deemed to include the cost of all taxes, duties, fees, and other charges imposed under applicable laws.

Financial Proposals received in excess of the ABC shall be automatically rejected.

10. The engagement of this website maintenance, enhancement, web hosting and administration services shall be for a period of **one (1) year** as reckoned from the date of receipt of the Notice to Proceed issued by the BCDA.

11. **Pre-bid Conference.** The BCDA will hold a Pre-bid Conference on **25 November 2024, 11:00 A.M.** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City and/or through video conferencing via:

Zoom link

<https://bit.ly/NCCPre-bidConference>

12. **Deadline for Submission of Proposal.** The Bid Proposal must be duly received through manual/physical submission at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Bonifacio Global City, Taguig City, **on or before 28 November 2024, 12:00 NN.** Late submission of Bid Proposal shall not be accepted. The

bidders may submit their Bid Proposal before the deadline for submission of bids to avoid late submission. The editable bid forms may be downloaded using the link below:

<https://bit.ly/NCCWebsiteForms>

Please be reminded that the reference time that will be followed shall be the computer system clock at the **BCDA Central Receiving and Releasing Area (CRRA)**, BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City. All bidders are advised to synchronize their timepieces therewith.

13. **Opening of Bid Proposals.** Opening of Bid Proposals shall be on **28 November 2024, 1:00 PM** at the BCDA Office, BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Bonifacio Global City, Taguig City, and/or through:

Zoom link

<https://bit.ly/OpeningBidsNCCWebsite>

For Online Participants:

1. Online participants will be requested to register to be admitted on the call.
2. The online platform will be opened 15 minutes prior to official start and participants are required to log in no later than five minutes prior to the said official start time.
3. The Investment Promotions and Marketing Department (IPMD) is the host of the meeting. They may mute/unmute audio inputs of any or all participants. Kindly mute your microphone whenever you're not speaking.
4. All participants shall use the following name format for easy identification:

<Company Acronym>_<Full Name of participant>

5. The camera should be turned off by default to preserve your Internet connection bandwidth and assure better audio. However, during the roll call, kindly turn on your camera, state the complete name of your company and your full name, so that you can be properly identified and acknowledged. The camera should again be turned off after the roll call.

6. Please reserve your questions until the end of the presentation or type in your questions at the chat box provided. The IPMD shall then read each of the questions during the Q&A portion, and these will be answered by the IPMD one by one.
7. Should you have any further clarifications/follow-up questions, kindly raise your hand and wait to be acknowledged before speaking. Only one (1) participant will be allowed to speak at a time.

For In-Person Participants:

1. All bidders must adhere to the following health and safety protocols.
2. A maximum of two (2) participants per bidder is allowed to join the conference.
3. Participants must wear a face mask, and observe social distancing all throughout the conduct of the activity.
4. Bidders who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature, and sneezing are advised not to proceed to the BCDA Office since they will not be allowed to enter the BCDA premises.

The Bid Proposal will be opened in the presence of the bidder's or its authorized representative who chooses to attend the activity. Attendance of the bidders during the opening of the Bid Proposal is not mandatory, but merely discretionary or optional.

14. 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.
15. The Technical Proposal and the Financial Proposal shall be submitted by hand on the address below:

LEILANI B. MACASAET

Officer-In-Charge, Investment Promotions and Marketing Department
Bases Conversion and Development Authority
2nd Floor, Bonifacio Technology Center
31st Street corner 2nd Avenue

Issuance Date: November 21, 2024



LEILANI B. MACASAET

Officer-In-Charge, Investment Promotions and Marketing Department

SECTION III
GENERAL 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.

(a) in the case of personal delivery or registered mail, on delivery.

(b) in the case of facsimiles, within twenty-four hours following confirmed transmission;

(c) in the case of telegram within ____ () days following confirmed transmission.

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. 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
- (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) afore-mentioned, 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 30.2.
- 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 charges 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 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 25.3 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.



SECTION IV
SPECIAL CONDITIONS OF THE
CONTRACT

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	PARTICULARS
1.1(b)	No further instructions.
1.1(g)	The Funding Source is: The Government of the Philippines (GOP) through the BCDA Corporate Operating Budget.
6.2 b	For a period of two (2) years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel (a) not to engage, in the activity of a purchaser (directly or indirectly) of the assets in 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 (b) not to engage, not give or render services (directly or indirectly) as an employee or CONSULTANT by any person or entity whose business or interests are in conflict or against the interest of BCDA or any of its subsidiaries and affiliates. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable
8	Not applicable
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: ENGR. JOSHUA M. BINGCANG President and Chief Executive Officer For the Consultant: Official of the firm as authorized in the Secretary Certificate



15.1	<p>BCDA's address is:</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY</p> <p>2/F, Bonifacio Technology Center</p> <p>31st Street corner 2nd Avenue</p> <p>Bonifacio Global City, Taguig City</p> <p>Any notice, request or consent required or permitted pursuant to this Contract shall be addressed to:</p> <p>ENGR. JOSHUA M. BINGCANG</p> <p>President and Chief Executive Officer</p> <p>Bases Conversion and Development Authority</p> <p>2/F, Bonifacio Technology Center</p> <p>31st Street corner 2nd Avenue</p> <p>Bonifacio Global City, Taguig City</p> <p>Email address: abbatuhan@bcda.gov.ph</p> <p>Tel No. 8575-1700; Fax No. 8816-0917</p> <p>Consultant:</p> <p>Attention:</p> <p>_____</p> <p>Position</p> <p>Company</p> <p>Address</p> <p>Tel. No:</p> <p>Email Address:</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of facsimiles, within twenty-four (24) hours following confirmed transmission.</p>
18.3	<p>All payments under this Contract shall be made to the account of the Consultant as indicated in their Bid.</p>
19	<p>No further instructions.</p>

20	No additional provision.
22	None
24	The engagement of this website maintenance, enhancement, web hosting and administration services shall be for a period of one (1) year as reckoned from the date of receipt of the Consultant of the Notice to Proceed issued by the BCDA.
34	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The plans, reports, documents, software and all other outputs prepared by the Consultant for the BCDA under this Contract shall be considered confidential and shall become and remain the property of the BCDA. The Consultant shall not retain for its record copies of plans, reports, documents and all other outputs prepared for the BCDA under this Contract.
38.1(d)	Any change of the Consultant's Key Personnel during project implementation shall require BCDA's prior written approval.
39.5	The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, or resignation. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. 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.
42.1	No further instructions.
52.1	The total ceiling amount in Philippine Pesos: One Million and 00/100 , inclusive of all applicable taxes, fees and incidental charges.
52.2	No further instructions.
53.2	No additional information/instructions.
53.4	Not applicable.
53.5 (a)	No advance payment is allowed.



53.5 (c)	The interest rate is zero.
55.6	No further instructions.



SECTION V
TERMS OF REFERENCE

**TERMS OF REFERENCE
FOR THE PROCUREMENT OF THE CONSULTING SERVICES
FOR THE NEW CLARK CITY WEBSITE HOSTING AND MAINTENANCE FOR C.Y. 2025**

I. BACKGROUND:

In 2021, the Bases Conversion and Development Authority (BCDA) launched the New Clark City (NCC) website (www.newclark.ph) which aims to promote NCC as a prime business, lifestyle and sports destination in the country.

Currently, the website serves as a marketing and communications platform for interested parties who would want to locate or set up their business or hold events in New Clark City. Further, the website promotes ongoing as well as upcoming developments in the area, with the end-goal of attracting investments to come to New Clark City, creating jobs for the Filipino people by generating economic activities to Central Luzon and boosting the Philippine economy.

With the fast transition of technology, BCDA found the need to maintain and improve the current NCC Website. A content management system has been put in place as part of the component of the website which would assist in keeping the content updated and relevant, thus adding more value to the website. The maintenance of the website shall be required to keep the website framework up-to-date and reduce the potential of security compromise.

II. OBJECTIVES

This consulting services project aims to:

- a. Maintain and support the current NCC Website to help the organization achieve its primary objective of marketing and at the same time target a wider array of customers both locally and abroad.
- b. Renew the rights to the www.newclark.ph domain name for a minimum of at least two (2) years.
- c. Provide hosting services to the NCC Website and keep it live and accessible for users to gather data on NCC at any time regardless of location and type of device used thereby
- d. Keep the NCC Website up to date with the latest software, features and functions while overall improving user experience to visitors.
- e. Ensure security to the NCC Website by fending off cyber attacks, securing sensitive information and ensuring smooth website operations thereby allowing its users, both internal and external, to access the website without incident

The existing website was developed with the following technical specifications:

- Frontend
 - Bootstrap
- Backend
 - WordPress
 - PHP
 - MySQL
- Hosting
 - Amazon Web Services: AWS Lightsail
 - Staging Environment - AWS Lightsail Tier 1
 - App Server:
 - o 512 MB RAM
 - o 1 vCPU
 - o 20 GB SSD
 - Database:
 - o 1 GB RAM
 - o 1 vCPU
 - o 40 GB SSD
 - Production Environment - AWS Lightsail Tier 2
 - App Server:
 - o 1 GB RAM
 - o 1 vCPU
 - o 40 GB SSD
 - Database
 - o 2 GB RAM
 - o 1 vCPU
 - o 80 GB SSD
- Browser compatible pages
 - Microsoft Edge
 - Firefox 3.x
 - Chrome
 - Safari
 - W3C
- Validated Cascading Style Sheets
- Languages: PHP, MySQL, Javascript, and CSS Development
- Responsive Design and Layout (Mobile, Tablet, PC)

III. APPROVED BUDGET OF THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **One Million Pesos (Php 1,000,000.00)** inclusive of VAT and all applicable taxes, fees and incidental charges. Bids received in excess of the ABC shall be automatically disqualified.



IV. SCOPE OF WORK

To implement the project, BCDA requires services for the renewal of the domain name www.newclark.ph for at least two (2) years, cloud hosting, maintenance and enhancement of the NCC Website. The proponent should ensure proper implementation, troubleshooting and maintenance support for the website and can collaborate with the BCDA team and serve as a resource for problem analysis and solution.

1. SITE ADMINISTRATION

- 1.1. Manage the existing NCC Website and its components;
- 1.2. Recommend additional appropriate site components/sections relevant to BCDA's marketing and communication requirements;
- 1.3. Manage security to protect information and existing content to prevent hacks, defacing, etc. In case of a serious incident, the restoration of the website from the most recent backup needs to be assured; and
- 1.4. SEO keywords and meta tags shall be applied to all key website pages and Google Analytics is installed.

2. RENEWAL OF DOMAIN NAME

- 2.1. Renewal of the www.newclark.ph domain name for a minimum of two (2) years as needed.; and
- 2.2. Ensure that the domain name remains under the custody and ownership of BCDA.

3. REGULAR TECHNICAL SITE AND MAINTENANCE

- 3.1. The proponent shall secure the existing site during the transition to the new server and preserve all current website content and functionality;
- 3.2. Assure that the website is secured, maintained, updated and enhanced as needed. Data backups weekly, code backups as needed;
- 3.3. Provide 24/7 cloud hosting of the website to make it accessible to users worldwide regardless of location and type of device used;
- 3.4. Install, upgrade, or modify modules and security patches and upgrades including bug fixes as needed;
- 3.5. Troubleshoot any existing errors in the website including the testing on a variety of browsers and mobile devices to ensure that everything is looking and functioning correctly; and
- 3.6. Implement and maintain a module for the generation of web analytics to determine the level of interactivity of visitors and analysis of their needs.

4. USER INTERFACE/USER EXPERIENCE DESIGN

- 4.1. Upon turnover from the previous consultant, the new consultant should do a full analysis and assessment of factors that affect a website's usability and effectiveness to better understand our audience's behavior;



- 4.2. Redesign select pages of the website, and assure the usability of the website on all platforms to be smooth and seamless.

To ensure continuity and consistency, prepare a style guide for the website. Design system/style guide document for developers which documents a product's typography, color, elements and components;

- 4.3. Implement and design additional pages based on the requirement of BCDA. The following pages have been initially identified by BCDA:
 - Home Page
 - About New Clark City
 - Investment Opportunities
 - Clark Primer
 - Explore pages
 - Events
 - Contact Us
- 4.4. Implement programs, applications, widgets, functions and other features requested by BCDA. The said implemented items must adhere to the BCDA design and standards; and
- 4.5. Maintain and/or install the latest version released of the website's programs, applications, widgets, functions and other software, upon release of the latest versions.
- 4.6. In the event of an update in the software, features, functions, widgets, etc., used for the NCC website, a user manual is to be submitted by the Consultant to inform BCDA of the said changes

5. CONTENT MANAGEMENT

- 5.1. Implement a system to control unauthorized downloading of content and images; and
- 5.2. Manage the CMS interface to enable administrators to add users and set access controls for the system.

6. KNOWLEDGE TRANSFER

- 6.1. Conduct a two-day hands-on training on the following:
 - a. Content management
The content management training will cover the basic website management such as uploading of content, editing of web pages, navigation of pages and accessing the dashboard among others; and
 - b. Technical backend
The technical backend will cover the Technical aspects of the website management such as website hosting, existing server specs, overview on how to configure the server to 'publish' the website, backup and restoration,



advance options in Security, troubleshooting guide (Error codes) and Installation of Plugins

V. QUALIFICATION OF THE CONSULTANT

1. The proponent must have a minimum of two (2) years of experience in maintaining, troubleshooting, and handling technical back-end of websites.
2. The proponent must be registered online with the Philippine Electronic Government Procurement System (PhilGEPS) (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements and services.
3. The proponent must have handled at least three (3) projects similar to the project being bid out.
4. The proponent must have handled at least one (1) website project equivalent to at least fifty (50%) of the ABC or amounting to Php 500,000.00.
5. The proposed website team members must have the following qualifications;

Member	Years of Experience	Educational Attainment	Relevant Trainings Completed	Function in the team
Account Manager	Two (2) years	College graduate	At least 24 relevant hours training	Dedicated to the BCDA account and on call by BCDA to ensure delivery of quality output and timely execution of the plan
Lead Programmer / Full Stack Developer	Two (2) years	College graduate	At least 24 relevant hours training	Dedicated to managing the coding, backend programming and database development of the website including infrastructure, system design, business process logic and website security.
User Interface/ User Experience (UI/UX) Designer	Two (2) years	College graduate	At least 24 relevant hours training	Visual thought leader skilled at leading the creative process and the creative team, from concept to execution and being able to provide structural design solutions.

Aside from the main members of the team, the consultant may assign other project staff whose functions and specializations are necessary to accomplish the aforementioned



deliverables but only the three (3) identified members of the website team shall be evaluated by BCDA.

VI. COMPONENTS OF TECHNICAL PROPOSAL

The proponent shall prepare a technical proposal for the New Clark City website. The proposal, which will be submitted in both hard and electronic copies, shall include the following:

1. Redesign the given pages and propose an overall look and layout of the website, and how it will look like on mobile.

Pages to redesign for the technical proposal:

- a. New Clark City landing page (www.newclark.ph)
- b. About New Clark City (<https://newclark.ph/about-new-clark-city/>)
- c. Invest (<https://newclark.ph/investment-opportunities/>)
- d. Events (<https://newclark.ph/events/>)

Link to assets: <https://bit.ly/NCCWebsite-Proposal>

2. Company Profile and Portfolio (including projects/clients previously handled)
The technical proposal shall form part of the required documents to be submitted by the proponent and will be subject to BCDA's thorough evaluation.

VII. CONTRACT TERM/EFFECTIVITY

The engagement of this website maintenance, enhancement, web hosting and administration services shall be for a period of one (1) year as reckoned from the date of receipt of the Notice to Proceed issued by the BCDA.

The proponent shall be engaged to render services contracted and shall report directly to duly authorized representatives of BCDA.

VIII. TERMS OF PAYMENT

In consideration of the website maintenance services, BCDA agrees to pay the total amount of _____ (Php _____), inclusive of all applicable taxes, fees, and incidental charges.

A quarterly fee, inclusive of applicable taxes and fees, shall be paid upon issuance of a billing statement for a period of one (1) year. The billing statement shall be composed of a set monthly fee for support, maintenance, troubleshooting, security monitoring, hosting services, enhancement services, and other charges requested by BCDA.



MILESTONE	PAYMENT
WEBSITE ANALYTICS (QUARTERLY PAYMENT)	25%
Upon approval and acceptance of BCDA of Q1 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q2 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q3 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q4 Report on Website Analytics (10%)	
WEBSITE MAINTENANCE (QUARTERLY PAYMENT)	40%
Upon approval and acceptance of BCDA of Q1 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q2 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q3 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q4 Report on website maintenance, enhancement and security report (10%)	
KNOWLEDGE TRANSFER Upon completion of two-part knowledge transfer workshop and submission of post training report	15%
TURNOVER Upon turnover to BCDA of all materials, including renewal of domain registration	20%
TOTAL	100%

The scope of work, job specification, expectations, obligations, duties and responsibilities of the proponent set forth in this TOR are to be performed under a fixed contract price and that any extension of contract time required by the Consulting Firm to deliver those services shall not involve any additional cost to BCDA.



Service Level Agreement

The BCDA will use the following guidelines to determine the level of response in prioritizing web support requests, with the goal of beginning to work on the problem within the target timeframe.

Category	Description	Estimated Time of Resolution
Basic Content Management Services	Addition, removal, and revising of existing NCC website content.	2-3 hours
Technical Content Management Services	Implementation of website's programs, applications, widgets, functions, additional web pages, and other software as requested by BCDA.	2-3 days
Hosting Concerns	Inquiries on the issues on website hosting.	15 mins to 1 hour
Time-sensitive issues	Service outage, performance issue, website defacement, or other outages.	15 mins to 1 hour
System Upgrade	Maintenance and/or installation of the latest version release of the website's programs, applications, widgets, functions, and other software, upon release of the latest versions.	3-5 days
Website Consultancy	Inquiries on the website and its functions	1-2 hours

Actual response times may be shorter or longer, depending on the volume of requests being handled. The Consultant shall provide an estimated time of resolution on the concerns and requests of BCDA and should be able to deliver within the provided time frame.

Should the Consultant fail to complete the Services within the stipulated time, the BCDA shall deduct the Consultant's payment an amount equal to one-tenth of one percent (1/10 of 1%) of the total quarterly payment minus the value of the completed portions of the contract certified by BCDA for each calendar day of delay until the Services are completed.

IX. METHODOLOGY

Quality-Based Evaluation (QBE) procedure shall be adopted whereby each consultant shall be required to submit their technical and financial proposals simultaneously in separate sealed envelopes.

X. EVALUATION CRITERIA FOR SHORTLISTING OF BIDDERS

BCDA shall evaluate those who have submitted their proposals (RFP) in accordance with the provisions of Republic Act (R.A.) 9184 and its Revised Implementing Rules and Regulations (RIRR).

The evaluation criteria are as follows:

Evaluation Criteria	Score	Required Minimum Score
a) Applicable years of experience of the Consultant/Firm	45%	31.5%
b) Qualification of personnel who shall be assigned to the project	25%	17.5%
c) Plan of Approach/Project Methodology	30%	21.0%
TOTAL	100%	70%

The consultants must meet the required minimum score of 70% in order to be shortlisted.

The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated and Responsive Bid (HRRP).

The financial proposals shall not exceed the ABC, which is One Million Pesos (PHP1,000,000.00), and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws. Financial proposals that exceed the ABC shall not be considered and shall automatically be disqualified.

XI. GENERAL REQUIREMENTS

Each Consultant shall submit the Eligibility, Technical, and Financial Proposals simultaneously in separate sealed envelopes following the forms and templates provided in Part II - Forms and Templates.

XII. SEALING AND MARKING OF THE PROPOSAL

Prospective bidders shall enclose their original Eligibility, Technical and Financial proposal, in a sealed envelope marked "ORIGINAL - ELIGIBILITY, TECHNICAL AND FINANCIAL PROPOSAL". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. 1- ELIGIBILITY, TECHNICAL AND FINANCIAL PROPOSAL". These



envelopes containing the Original and the Copy shall then be enclosed in one single envelope.

The Original and Copy No. 1 of the proposal shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.

All envelopes shall:

- a) contain the name of the contract to be bid in capital letters;
- b) bear the name and address of the prospective bidder in capital letters;
- c) be addressed to the Procuring Entity's BAC-C;
- d) bear the specific identification of this Project indicated in the Request for Proposal (RFP); and
- e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bidding documents, in accordance with the RFP.

Bidding documents that are not properly sealed and marked, as required in this TOR, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BCDA shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

XIII. OTHER CONDITIONS

1. STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The Consultant shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

2. CONFIDENTIALITY

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.

3. LIQUIDATED DAMAGES

The Consultant obligates itself to perform and complete all the Services within the period specified in the TOR, beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Consultant fail to complete the Consulting Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the Consultant in an amount equal to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the services for each day of delay based on the approved contract schedule. BCDA may consider termination of the contract once the amount of liquidated damages reaches ten percent (10%).

4. PERFORMANCE SECURITY

Prior to the signing of the Contract, the Consultant shall post in favor of BCDA a Performance Security to guarantee the Consultant's faithful performance of all obligations and undertakings under the Contract. The Performance Security may be in any of the following forms or a combination thereof:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank:	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

The Performance Security shall comply with and reflect the following conditions:

It shall serve as security, which shall be forfeited in the event it is established that the CONSULTANT is in default in the performance of its obligations under the Contract;

It shall be coterminous at least with the final completion of the Services including time extension granted, if any.

The following provision shall form part of the performance security: "The right to institute action on the penal bond of any individual firm, partnership, corporation and association supplying the CONSULTANT with labor and materials for the prosecution of the services is hereby acknowledged and confirmed."

The Consultant shall certify that it is free and clear of all tax liabilities to the government.



Any amount for Liquidated Damages in No. 12 hereof may be charged against the Performance Security at the sole discretion of BCDA.

5. CONFLICT OF INTEREST

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

6. SETTLEMENT OF DISPUTES

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

7. ANTI-CORRUPTION POLICY

The Consultant warrants that no money or material consideration was given or has been promised to be given to any director, officer, or employee of BCDA to obtain the approval of this Consulting Services. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of this Consulting Services without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

8. OWNERSHIP

BCDA-IPMD shall be the proprietor of all advertising and creative concepts that are original (raw and edited) materials produced and crafted in accordance with the NCC website maintenance, with complete and exclusive rights, with respect to their potential use both in the Philippines and internationally. All materials must be submitted in sturdy hard drives by the Consultant.

9. RESERVATION CLAUSE

BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the situations provided in Section 41 of the 2016 IRR of RA 9184.

— END —

