

CONTRACT FOR CONSULTANCY SERVICES

THE PUBLIC IS INFORMED:

This Contract is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose pursuant to BCDA Board Resolution No. 2024-11-163 as evidenced by the BCDA Secretary's Certificate, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

MA. DOLORES M. RIGONAN, Filipino citizen, married, of legal age, and a resident of **37-B Marang Street, Project 2, Quezon City, Metro Manila**, and hereinafter referred to as the "**CONSULTANT**";

(BCDA and the CONSULTANT are individually referred to as the "Party" and collectively as the "Parties")

ANTECEDENTS:

BCDA is mandated to transform former military bases and properties into premier centers of economic growth. By leveraging these valuable assets, BCDA aims to stimulate economic development, create jobs, and enhance the quality of life for Filipinos.

BCDA plays a crucial role in implementing high-impact projects that foster national development, including the establishment of new infrastructure, the development of urban areas, and the promotion of investments that align with the national government's strategic goals.

Given BCDA's expansive mandate and the complexity of its priority projects and initiatives, there is a critical need to onboard a highly technical consultant to establish and maintain a robust network between BCDA and various governmental and legislative bodies.

BCDA further requires the services of a consultant who has the technical expertise to do work where trust and confidence are of paramount consideration and has the full trust and confidence of the BCDA President and Chief Executive Officer.

The CONSULTANT is willing to perform the required services.

The services to be provided by the CONSULTANT are highly technical and/or primarily confidential and/or policy determining where trust and confidence are the primary consideration. In addition, the engagement of the CONSULTANT, who is a lawyer by profession, is with the concurrence of the Office of the Government Corporate Counsel and the Commission on Audit, as required under its Circular No 2021-003 dated 16 July 2021.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties agree as follows:

1. DESCRIPTION OF THE ENGAGEMENT

The CONSULTANT is engaged to handle matters which are primarily confidential, including handling of discretionary and/or highly sensitive information to ensure the efficient implementation of BCDA's priority projects and activities in pursuit of its mandate under its charter and related laws.

The CONSULTANT shall primarily establish and maintain a robust network between BCDA and various governmental and legislative bodies, advocate for BCDA's interests, and ensure that all BCDA activities are aligned with the legislative and executive branches' directives and policies.

2. TERM AND EFFECTIVITY OF THE CONTRACT

This Contract shall commence from the date of its execution and shall be effective for a period of six (6) months, renewable at the option of the BCDA President and CEO, but in no case shall exceed the latter's term.

3. SCOPE OF WORK

The CONSULTANT shall perform the following tasks and responsibilities for the duration of the contract:

- 3.1 Provide technical assistance and support to the BCDA President and CEO in handling, processing and working on highly confidential and discretionary information, data and records, the access of which, owing to its highly sensitive and proprietary nature, must be strictly limited only to authorized individuals bearing the trust and confidence of the President and CEO;
- 3.2 Establish a network and act as a link between BCDA and the Office of the General Corporate Counsel (OGCC), Office of the Solicitor General (OSG), House of Representatives (HoR), Senate of the Philippines, and other organizations, groups and departments for the effective implementation of BCDA's priority projects and initiatives, activities and other concerns;
- 3.3 As may be mutually determined by the Parties, participate and attend with the President and CEO and other BCDA officials in meetings, consultations, conferences and forums in all matters within the mandate of BCDA;
- 3.4 Submit an accomplishment report on a monthly basis for approval by the BCDA President and CEO; and
- 3.5 Perform other functions as may be directed by the BCDA President and CEO.

4. EXPECTED OUTPUT AND DELIVERABLES

The Consultant is expected to submit the deliverables as required based on the aforementioned scope of work and as may be directed by the President and CEO.

The CONSULTANT shall report directly to the President and CEO and shall closely coordinate with other officers and departments as may be instructed by the PCEO.

5. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **PESOS: EIGHTY THOUSAND AND 00/100 (PhP80,000.00)** a month, subject to applicable taxes, which shall be processed and released every month only upon completion and submission of the accomplishment report and supporting documents that may be required, to the BCDA President and CEO.

6. DEGREE OF PERFORMANCE

The CONSULTANT is expected to perform her duties faithfully and to the best of her ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

7. CONFIDENTIALITY

The CONSULTANT is obliged to follow information security procedures and take all reasonable precautions for the protection of Confidential Information.

This duty of Confidentiality binds any person which may be hired by the CONSULTANT, with consent of BCDA, to help in the fulfillment of the obligations under this Agreement.

Upon the termination or expiration of this Contract for any reason, CONSULTANT shall deliver to BCDA all of BCDA's property or Confidential Information in tangible form that the CONSULTANT may have in its possession or control.

Any conflict of interest, or potential conflict of interest, should be disclosed by the CONSULTANT immediately upon discovery.

8. CONFLICT OF INTEREST

BCDA understands and agrees that the CONSULTANT may have clients whose interests may directly or indirectly be in conflict with the interest of BCDA. Any conflict of interest should be declared by the CONSULTANT immediately upon discovery by either Party of such conflict or potential conflict. Failure to declare such circumstance, or discovery by BCDA of the existence of such conflict or potential conflict before the CONSULTANT'S declaration, will be sufficient ground for termination of the contract, and without prejudice to the filing of an action for damages with the proper court under the Contract.

9. TERMINATION OF THE CONTRACT

9.1 For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of the CONSULTANT's performance, the services delivered and outputs submitted as well as to terminate this Contract due to contractual breach, breach of trust, loss of confidence, unsatisfactory performance and/or other reasons detrimental to the interest of BCDA.

9.2 Over the same period, the CONSULTANT may initiate the termination of this Contract provided that:

9.2.1 A written notice for the termination of the consultancy agreement, stating the reasons for the termination of the contract, is submitted by the Consultant to the BCDA President and Chief Executive Officer for approval with a copy

furnished to the BCDA Human Resource Management Department (HRMD), at least thirty (30) calendar days prior to the proposed date of termination; and

9.2.2 The written notice has been received, accepted and approved in writing by the BCDA President and Chief Executive Officer.

10. AUTHORITY TO ENTER INTO AGREEMENT

The CONSULTANT shall neither have the right nor the authority to enter into agreements on behalf of BCDA in any manner.

11. OWNERSHIP OF OUTPUTS

11.1 The outputs realized, produced and submitted by the CONSULTANT shall be owned and used solely by BCDA with proper acknowledgment on the contributions made by the CONSULTANT. Such outputs shall not be used for the benefit of any other party without the written permission of BCDA.

11.2 The CONSULTANT shall not sell, transfer, publish, disclose or otherwise make the work product available to third parties without BCDA's prior written consent.

12. NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that there shall be no employer-employee relationship between BCDA and the CONSULTANT. Hence, BCDA shall not be responsible for complying with labor laws, rules and regulations governing employer-employee relationships in the Philippines.

13. WAIVER

The failure of the Parties to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy the other Party may have nor shall it be construed as a waiver of any subsequent breach or default. No waiver of any right stipulated herein shall be deemed to have been made unless expressed in writing and signed by the Parties.

14. ENTIRE AGREEMENT

This Contract constitutes the entire, full and complete agreement between the Parties concerning the subject matter hereof. All prior agreements or arrangements, written or oral, between the Parties relating to the subject matter hereof are hereby deemed cancelled and superseded.

No other representation has induced the Parties to execute this Contract, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Contract or otherwise.

15. AMENDMENTS

No amendment, alteration, or variance from this Contract shall be binding on either party unless executed in writing by both parties.

16. SEVERABILITY AND CONSTRUCTION

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if for any reason, any paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto. The invalid sections, parts, terms and/or provisions shall not be deemed part of this Contract.

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

17. SETTLEMENT OF DISPUTES

The Parties agree to resolve any dispute that may arise between them with respect to the 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 negotiation, 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.

SIGNED BY THE PARTIES ON _____ at _____.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

CONSULTANT

By:


JOSHUA M. BINGCANG
President and Chief Executive Officer



Office of the President and CEO
AA2025-0016


MA. DOLORES M. RIGONAN
1/21/25

SIGNED IN THE PRESENCE OF:

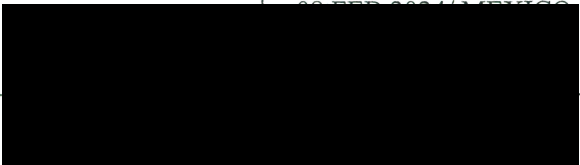

DARRYL F. SIQUIA


MARYLOU ZARATE

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) S.S.



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

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
JOSHUA M. BINGCANG		08 FEB 2024 / 12 METEROS
MA. DOLORES M. RIGONAN		011

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

SIGNED AND SEALED on the JAN 21 2025 in Taguig City.

Doc No. 135 ;
Page No. 28 ;
Book No. 1 ;
Series of 2025.

Notary Public


ATTY. NOVELYN B. CARINAN
Notary Public for and in the City of Taguig
Until December 31, 2025
Appointment No. 173 (2024-2025)
PTR No. A-6330452; July 15, 2024; Taguig City
IBP No. 422373; Jan. 15, 2024; Rizal / Roll No. 90401
MCLE No. : Admitted to the Philippine Bar
on December 22, 2023