

**CONTRACT FOR CONSULTING SERVICES
FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE
OF THE NEW CLARK CITY WEBSITE**

This **CONTRACT** is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President and Chief Operations Officer, **AILEEN ANUNCIACION R. ZOSA**, duly authorized for this purpose under Item 178 of the revised Manual of Approval which was approved by the BCDA Board on 22 November 2017, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

The **ASIAGATE NETWORKS, INC.** a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at *2F PNB Legazpi-Sotto Building (Formerly VMC), 165 Legazpi Street, Legaspi Village, Makati City*, represented herein by **MS. LIZA A. DE LOS REYES**, duly authorized for this purpose as evidenced by a *Secretary's Certificate dated (date of the submitted secretary's certificate)*, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Consultant**".

BCDA and Consultant shall hereinafter be referred to, individually, as Party or, collectively, as Parties.

ANTECEDENTS

Republic Act (RA) No. 7227, as amended, mandates the BCDA to accelerate the sound and balanced conversion into alternative productive civilian uses of the Clark and Subic military reservations and their extension, and to enhance the benefits to be derived from said properties in order to promote the economic and social development of Central Luzon in particular and the country in general as well as to provide funds for the AFP Modernization Program.

In 2018, the Bases Conversion and Development Authority (BCDA) launched the rebranded Clark, aggressively positioning Clark as Asia's next investment, lifestyle and outdoor destination. One of Clark's strategic location and access to vital infrastructure is New Clark City. BCDA developed an updated, global, strong and holistic brand concept, positioning an identity for Clark, which covers the Freeport Zone, International Airport, New Clark City and Clark Global City. To realize the full potential of New Clark City, there is a need to promote the updated brand concept and positioning through a digital platform.

BCDA is desirous that the Consultant perform the Contract for Consulting Services for the Design, Development and Maintenance of the New Clark City Website (hereinafter called the "Project") and thus, BCDA has accepted the proposal for **One Million Four Hundred Ninety-Eight Thousand Eight Hundred Thirty and 07/100 Philippine Pesos (Php 1,498,830.07)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

CERTIFIED TRUE COPY
[Signature]
ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT
NOV 10 2020

BCDA
Bases Conversion and
Development Authority

Marketing Unit
AF2020-0314

ACCORDINGLY, for and in consideration of the foregoing premises, and in accordance with the stipulations and conditions hereinafter stated, the Parties hereby agree and bind themselves to the following:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General Conditions of Contract;
 - (b) Special Conditions of the Contract;
 - (c) Terms of Reference and/or Technical Specifications;
 - (d) Request for Proposal;
 - (e) Bid Form and Price Schedule;
 - (f) Schedule of Requirements;
 - (g) Notice of Award of Contract and the Bidder's *conforme* thereto; and
 - (h) Performance Security.
3. In consideration of the full and satisfactory performance of the services rendered by the Consultant, BCDA shall pay the Consultant the Total Contract Price of **One Million Four Hundred Ninety-Eight Thousand Eight Hundred Thirty and 07/100 Philippine Pesos (Php 1,498,830.07)**, inclusive of applicable taxes and fees.
4. In consideration of the payments to be made by the BCDA to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the BCDA to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. The BCDA hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
6. The invalidity or unenforceability of a provision of this Contract shall not affect the validity or enforceability of its other provisions which shall remain valid and effective.

SIGNED BY THE PARTIES on SEPTEMBER 7, 2020 in Taguig City, Philippines.

By:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President

By:


LIZA A. DE LOS REYES
Chief Operating Officer

CERTIFIED TRUE COPY

ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT



28



Signed in the presence of:


JOANNA EILEEN M. CAPONES


JAHNINE A. BALIAO
Project Manager

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

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

Name	Government Issued ID	Date of Issue / Expiry	Place of Issue
Aileen Anunciacion R. Zosa	PHILIPPINE PASSPORT P0189020B	10 JAN 2019 / 09 JAN 2029	DFW MANILA
Liza A. De Los Reyes	Social Security System ID No. 33-0944736-1	n/a	Makati City

who are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their voluntary act and the entities they represent.

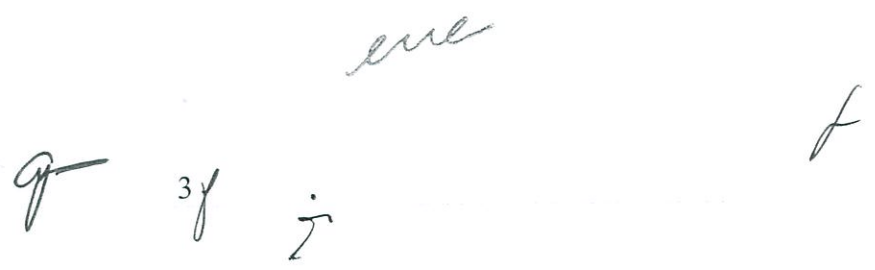
SIGNED AND SEALED on OCT 30 2020 in Taguig City, Philippines.


ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2021
ROLL OF ATTORNEYS NO. 63834
IBP NO. 100529 / 1-02-2020 / RIZAL
PTR NO. A-4751330 / 1-02-2020 / TAGUIG CITY
MCLE COMPLIANCE NO. VI-0014157 / 05 NOV 2018

Doc. no. 186
Page no. 39
Book no. 02
Series of 2020.

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT



LIZA GLORIA A. DE LOS REYES



Republic of the Philippines
Social Security System



LIZA GLORIA ACAB
DELOS REYES
33-0944736-1
APRIL 13, 1968



CORAZON S. DE LA PAZ
SSE MEMBER



CERTIFIED COPY OF PHOTOCOPY

Aristotle Guerrero
ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

*Forced /
Per review /
initial*

COVER SHEET

To be filled up by the originating department

SVB King.

- First Endorsement (new subject/issue)
- With Previous Endorsement
- Please cite related subject matter
- Previous Handling Lawyer (if any) Atty. Ronnie
- Review/Comment _____ Information/Reference/File _____
- Opinion _____
- Signature/Initial _____
- Appropriate Action _____

*In your initials,
pr.
JG
9/22/2020*

TO: MOM Bong and Atty. Ed:

Remarks: *The Contract and SCC are in order. I have already
affixed my initials. FYI.
Ronnie / 22 Sep 2020
JG*

e-DTS No : AF2020-0299

Date : Sept. 21, 2020

Subject : Execution Copies of the Contract BCDA and Asiagate
Networks for Consulting Services for the Design Development and
Maintenance of the NCC Website

Assigned : _____

Action to be taken within _____ days/ Due Date: _____

Date received by lawyer: _____

Date submitted by Lawyer: _____

Remarks: _____

IMPORTANT: *In case of a future referral to LSD on the same subject matter/topic, please attach a copy of this Cover Sheet to facilitate reference.*

IMPORTANT REMINDER: *Section 52 (A.23), Rule IV of the Uniform Rules on Administrative Cases in the Civil Service classifies disclosing or misusing confidential or classified information officially known by reason of office and not made available to the public, to further one's private interests or give undue advantage to anyone as a grave offense punishable by suspension ranging from six (6) months and one (1) day to one (1) year for the first offense, and dismissal for the second offense. Therefore, please be reminded that LSD's opinion, review and advice are INTERNAL matters, hence should remain PRIVILEGED and CONFIDENTIAL.*

INTERNAL MEMO

For : **MS. AILEEN AN. R. ZOSA**
Executive Vice President

Through : **ATTY. ELVIRA V. ESTANISLAO**
General Counsel, Legal Services Department

From : **JOANNA EILEEN M. CAPONES**
VP, IPMD

ANA TRINA A. SULIT
Creative Arts Specialist

Date : 27 August 2020

Subject : **EXECUTION COPIES OF THE CONTRACT BETWEEN BCDA
AND ASIAGATE NETWORKS, INC., FOR THE CONSULTING SERVICES
FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW
CLARK CITY WEBSITE**

W. Estanislao
09-24-2020

We endorse, for the Executive Vice President's approval, the attached execution copies of the contract between Bases Conversion and Development Authority (BCDA) and Asiagate Networks, Inc. for the Consulting Services for the Design, Development, and Maintenance of the New Clark City Website.

For the Executive Vice President's consideration and approval, please.

Thank you.

Attachment/s:
Contracts
Notice of Award
OGCC Review
Terms of Reference
BAC-C Resolution No. BC-2020-017
Post Qualification Report
Performance Securing Declaration

13 August 2020

MS. LIZA A. DE LOS REYES

Chief Operating Officer

ASIAGATE NETWORKS, INC.

2F PNB Legazpi-Sotto Building (Formerly
VNC) 165 Legazpi Street, Legaspi Village,
Makati City

Subject: NOTICE TO PROCEED
For the CONSULTING SERVICES FOR THE
DESIGN, DEVELOPMENT, AND
MAINTENANCE OF THE NEW CLARK CITY
WEBSITE

Dear Ms. De Los Reyes:

Please be informed that notice is hereby given to **ASIAGATE NETWORKS, INC.** to proceed, within seven (7) calendar days from the receipt hereof, with the implementation of the provisions of the Contract for the **Consulting Services for the Design, Development, and Maintenance of the New Clark City Website.**

Please advise this Office of the actual date of commencement of your services within three (3) days from the receipt of this Notice.

We look forward to a mutually beneficial relationship with

you. Very truly yours,

 08-14-2020

AILEEN ANUNCIACION R. ZOSA

Executive Vice President

Conforme:


MS. LIZA A. DE LOS REYES

Consultant

Date: 9/7/2020

CERTIFIED TRUE COPY


ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

AF2020-0303

INTERNAL MEMO

To : AILEEN AN. R. ZOSA ^{OK.}
Executive Vice President *AZR* 08-14-2020

From : JOANNA EILEEN M. CAPONES *JEC*
VP, IPMD

TS
ANA TRINA A. SULIT
Creative Arts Specialist

Date : 13 August 2020

Subject : **Notice to Proceed for the Consulting Services for the Design,
Development, and Maintenance of the New Clark City Website**

We endorse, for the Executive Vice President's approval, the attached Notice to Proceed for **ASIAGATE NETWORKS, INC.**, for the consulting services for a Digital Agency to Manage BCDA Social Media Profiles.

For the Executive Vice President's consideration and approval, please.

Thank you.

Attachment/s:

- (1) Notice to Proceed
- (2) Notice of Award
- (3) BAC-C Resolution No. BC 2020-017
Declaration of Bidder with the Highest Rated and Responsive Bid
- (4) OGCC Review
- (5) LSD Contract Review
- (6) Terms of Reference

AF2020-0302

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13 August 2020

MS. LIZA A. DE LOS REYES
Chief Operating Officer
ASIAGATE NETWORKS, INC.
2F PNB Legazpi-Sotto Building (Formerly
VNC) 165 Legazpi Street, Legaspi Village,
Makati City

Subject: NOTICE TO PROCEED
For the CONSULTING SERVICES FOR THE
DESIGN, DEVELOPMENT, AND
MAINTENANCE OF THE NEW CLARK CITY
WEBSITE

Dear Ms. De Los Reyes:

Please be informed that notice is hereby given to **ASIAGATE NETWORKS, INC.** to proceed, within seven (7) calendar days from the receipt hereof, with the implementation of the provisions of the Contract for the **Consulting Services for the Design, Development, and Maintenance of the New Clark City Website.**

Please advise this Office of the actual date of commencement of your services within three (3) days from the receipt of this Notice.

We look forward to a mutually beneficial relationship with
you. Very truly yours,


06-14-2020
AILEEN ANUNCIACION R. ZOSA
Executive Vice President

Conforme:

MS. LIZA A. DE LOS REYES
Consultant
Date: _____

AF2020-0303

NOTICE OF AWARD

17 July 2020

MS. LIZA A. DE LOS REYES

Chief Operating Officer
Asiagate Networks, Inc.
2F PNB Legazpi-Sotto Building (Formerly VMC),
165 Legazpi Street, Legaspi Village, Makati City

Dear **Ms. de los Reyes**:

We are pleased to inform you that the **Consulting Services for the Design, Development and Maintenance of the New Clark City Website** is hereby awarded to you with a total consultancy fee of Pesos: **One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (Php1,498,830.07)**, inclusive of all applicable taxes, fees and other charges.

In this regard, you are hereby required, within 10 calendar days from receipt of this Notice of Award to: 1) formally enter into contract with BCDA, provided that all documentary requirements are complied with; and 2) Submit the performance security in the form and amount stipulated in the Instruction to Bidders, which shall be posted in favor of BCDA and with validity until the issuance of the Certificate of Completion.

Failure to enter into the said contract or provide the performance security shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

Please indicate your concurrence by signing on the space below "Conforme" and return the same upon signing.

Thank you.

Very truly yours,


07-17-2020
AILEEN ANUNCIACION R. ZOSA
Executive Vice President

Conforme:


MS. LIZA A. DE LOS REYES
Consultant

Date: _____

BACC2020-0103



BAC-C RESOLUTION NO. BC-2020-017

DECLARATION OF BIDDER WITH THE HIGHEST RATED AND RESPONSIVE BID

**CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT AND
MAINTENANCE OF THE NEW CLARK CITY WEBSITE**

WHEREAS, The BCDA President and CEO approved the procurement of the above consulting services with an Approved Budget for the Contract (ABC) in the amount of Pesos: One Million Five Hundred Thousand and 00/100 (Php1,500,000.00), inclusive of all applicable taxes and fees, to commence upon receipt of the Notice to Proceed (NTP).

WHEREAS, On 25 February 2020, the Bids and Awards Committee for Consulting Services (BAC-C) advertised the Request for Expression of Interest (REI) for the said consulting services in the BCDA Website, PhilGEPS Website and in a conspicuous place in the premises of BCDA continuously for seven (7) days;

WHEREAS, the procurement of the above services has an Approved Budget for the Contract (ABC) in the amount of Pesos: One Million Five Hundred Thousand and 00/100 (Php1,500,000.00), inclusive of all applicable taxes and fees, to commence upon receipt of the Notice to Proceed (NTP)

WHEREAS, the procurement of the said services shall be undertaken through competitive bidding using Quality Based Evaluation (QBE) procedure with 60% minimum score to be shortlisted;

WHEREAS, On 8th day of June 2020, the Bids and Awards Committee for Consulting Services (BAC-C) issued Resolution No. BC2020-013 declaring Asiagate Networks, Inc. (Asiagate) as the bidder with the Highest Rated Bid (HRB) garnering a technical score of **77.25%** and issued the notice for the opening of Financial Proposal and negotiations;

WHEREAS, On 15 June 2020, the BAC-C proceeded with the opening and evaluation of the Financial Proposal and the results were as follows:

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT



Asiagate Networks, Inc.	
FINANCIAL PROPOSAL FORMS	RESULTS OF THE OPENING OF THE FINANCIAL PROPOSAL
Financial Proposal Submission Form	submitted
Summary of Costs	submitted
Financial Bid	Php 1,498,830.07
Breakdown of Price per Activity	submitted
Breakdown of Remuneration per Activity	submitted
Breakdown of Reimbursable Expenses (Not Applicable)	Not applicable
Miscellaneous Expenses	submitted

WHEREAS, After the financial bid of Pesos: One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (PhP Php1,498,830.07) was found to be within the ABC, the BAC-C proceeded with the negotiation on the same day regarding the Terms of Reference (TOR), scope of services and provisions of the contract pursuant to Section 33.2.5 of the revised IRR of RA 9184;

WHEREAS, after the conduct of successful negotiation, the Technical Working Group (TWG) was instructed to conduct the post-qualification activities to verify, validate and ascertain all the statements made and the documents submitted by Asiagate;

WHEREAS, on 23 -24 June 2020, the TWG undertook the following post qualification activities:

1. Conducted an on-line interview with the nominated key personnel via Google Meet to validate work experiences stated in their Curriculum Vitae. Interviews with the key personnel are being conducted to ensure availability and commitment to render the required services under the TOR.
2. Conducted an ocular visit at the office of Asiagate Networks, Inc. located at 2nd Floor PNB Legazpi – Sotto Building, 165 Legazpi Street, Legazpi Village, Makati City.
3. Validated the original copies of Class A legal documents, documents in compliance with labor law such as the latest payment to SSS, PhilHealth, and Pag-ibig Fund, and supporting documents for completed and on-going projects.
4. Verified positive feedback on the performance of services from their previous clients through phone calls.

WHEREAS, the result of the post-qualification activities shows that all the eligibility, technical and financial documents submitted by Asiagate were responsive to all the requirements stated in the bidding documents;

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

1. DECLARE **Asiagate Networks Inc.** as the bidder with the Highest Rated and Responsive Bid (HRRB) for the **CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE**;
2. AWARD the Contract to **Asiagate Networks** in the amount of **Pesos: One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (Php1,498,830.07)**, inclusive of all applicable taxes and fees; and
3. Require the end user to furnish the BAC-C Secretariat original copies of the duly conformed Notice of Award, Executed Contract and Notice to Proceed.

Done in Taguig City this 6th day of July, 2020.

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES

on official business

JOSHUA M. BINGCANG
Chairperson

CERTIFIED COPY OF PHOTOCOPY

ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT





JOANNA EILEEN M. CAPONES
Vice-Chairperson



VIRGIL M. ALVAREZ
Member



JOCELYN L. CANIONES
Member



MADONNA M. CINCO
Member

Approved by:



AILEEN ANUNCIACION R. ZOSA
Executive Vice President

B.ACC2020-0101

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT



Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

- | | | |
|-------------------------------------|---|---|
| 1. Name of Consultant | : | ASIAGATE NETWORKS, INC. |
| 2. Rank in the List of Bids | : | Highest Rated Bid |
| 3. Bid Amount | : | Php1,498,830.07 (inclusive of all taxes and fees) |
| 4. Approved Budget for the Contract | : | Php1,500,000.00 (inclusive of all taxes and fees) |
| 5. Period of Post-Qualification | : | |

REQUIREMENTS	REFERENCE (Parties Consulted/ Documents Reviewed)	FINDINGS/REMARKS
Legal and Technical Requirements		
1 SEC Registration	Company SEC Registration: A1998-13880 Date of Registration: October 6, 1998 Amended Articles of Incorporation: March 8, 2019	Validated
2 Business Permit	Permit No. 48934 valid until December 31, 2020	Validated
3 Tax Identification Number	Tax ID No.: 203-390-948-000	Validated with Certificate of Registration Reg. date: 23 September 1999
4 Tax Clearance	Date Issued: February 21, 2020 Valid until February 21, 2021 TCC # NO.: 08A-047-02-21-0169-2020	Validated
5 Income Tax Return (ITR) – BIR Form 1702 - RT BIR Form No. 2550M (January 2020)	2018 ITR: Received by BIR Rev. Region No. 8 Makati on April 30, 2019 Filing Reference No.: 121900029998789 Date Filed: April 14, 2019 Filing Reference No.: 092000036526326 Date Filed: June 22, 2020	Validated
6 PhilGEPS Registration	PhilGEPS Certificate Reg No.: 2006-31873 Certificate Ref No.: 20060911088892507738 Registered on September 11, 2006 Valid until April 29, 2021 (Platinum Membership)	Validated

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ARISTOTLE GUERRERO
 BCDA RECORDS MANAGEMENT

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Bases Conversion and Development Authority
 CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

7	Completed and on-going contracts	<p>COMPLETED PROJECTS</p> <p>1. Hiring of Consultancy Services for the Development of an Electronic and Systematic Reporting System for the Early Childhood Care and Development in the First 1000Days (ECCD F1K Program)</p>	Validated with Certificate of Acceptance – October 19, 2020
		2. Maintenance and Support for the LANDBANK Website	OR Numbers 0010633, 0010615, 0010626, 0010663, 0010667
		3. Maintenance of Department of Health Intranet	Validated with certificate of acceptance/ project completion and satisfactory performance.
		4. Bounty Agro Ventures Inc. Supplier Portal	OR Numbers 0010539, 0010586, 0010621, 0010650
		5. Consultancy Services for the Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 3	OR Numbers 0010558, 0010556, 0010557,
		6. Consultancy Services for the Drug Information Portal (DIP) Phase 2	OR Numbers 0010553, 0010555, 0010554
		7. Maintenance and Support Services for the CIAP Website, Contractors Licensing Registration System (CLIRS), Contractors General Information System (CGIS), Contractors Performance Information System (CPIS), Cashiering (CS)	OR Number 0010524, 0010549, 0010550, 0010529,
		8. Study on Policies and Processes for Case Management and Development of Legal Electronic National Case Management System - DepEd	Validated with certificate of acceptance
		9. Consulting Services for the System Development of the NEDA Central Support Office – Information System (NCSO-IS)	OR Number 9840, 9848, 0010510, 0010552, 0010576, 0010599, 0010611, 0010640
		10. Procurement of Server System Development Consultant (Youth Management Information System) (YMIS) – National Youth Commission	Validated with OR Nos 9847, 0010503, 9816, 9822, 9834, 9844
		11. Procurement of Software Development of Investigation and Case Management System (ICMS)	Validated with certificate of acceptance/ project completion and satisfactory performance
		12. Consulting Services on the Development of PSR Collaboration and Information Handling System- One (1) Lot	OR Number 0010664, 9838, 9828, 9807, 9805
		13. Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 2 and	Validated with certificate of acceptance/ project


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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

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Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

	Regulatory Compliance Information System (RCIS) – DDB	completion and satisfactory performance
	14. Drug Information Portal (DIP) - DDB	Validated with certificate of acceptance/ project completion and satisfactory performance
	15. Procurement of Design and Development of PRC Website	Validated with certificate of acceptance/ project completion and satisfactory performance
	16. Enhancement of the Environment and Natural Resources Data Management Tool (ENRDMT) on Revenues and Expenditures at the Local Government Level	Validated with official receipts
	17. Procurement of Consulting Services for the System Enhancement of the Integrated Drug Testing Operations and Management Information System (IDTOMIS) -Rebid	OR 0010646
	18. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program – Information Technology Team – Capacity Development for Planning, Budgeting, and Resource Mobilization, LEARN for PFMAT	Validated with certificate of acceptance/ project completion and satisfactory performance
	19. Development of e-Case Tracking System- National Labor Relations Commission	Validated with certificate of acceptance/ project completion and satisfactory performance
	20. Redesign and Integration of the Gender Mainstreaming Monitoring System (GMMS) GAD Resource Pool Database (GRPD)	Validated with certificate of acceptance/ project completion and satisfactory performance
	21. Software Development of Integrated Drug Monitoring and Reporting Information System (IDMRIS)	Validated with certificate of acceptance/ project completion and satisfactory performance
	22. Consulting Services for the BCDA Intranet Enhancements	OR Number 9716
	23. Consultancy Services for the Development of Personnel Transaction Information System	Validated with certificate of project completion
	24. Development of the Knowledge Management Information System	Validated with certificate of acceptance/ project completion and satisfactory performance August 14, 2017

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BCDA RECORDS MANAGEMENT

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Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

		25. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program, System Development ADB/DILG	Validated with certificate of acceptance/ project completion and satisfactory performance August 11, 2017
		26. Procurement of Systems Developer Service for the Development of Various Information Systems, Acquisition of Hardware and Software (CIAP 2)	OR Numbers 9710, 9741, 9719, 0010535, 9720, 9721, 9722, 9730, 9750, 0010536, 9781, 9782, 9773, 9774, 9815, 9837.
		27. Consultancy Services for the Development of Customer Relationship Management (CRM)- Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
		28. Procurement of Consulting Services for Systems Development for REM, HOA and Cases – Housing and Land Use Regulatory Board	Validated with certificate of acceptance / project completion and satisfactory performance.
		29. Systems Development: Enhancement and Improvement of the Computerized Fiscal Database Systems of LGU Oversight Agencies and Public Financial Management E-Tools for Local Government Units – DOF - BLGF	Validated with Project Final Report (Project warranty to end in Oct 2020)
		30. Procurement of eBudget for LGUs System	Validated with OR No. 9703 and 9726, and Provisional Acceptance Certificated issued on June 30, 2016
		31. Enhancement of the Violence Against Women Documentation System (VAWDocs) – Philippine Commission on Women	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
		32. Development of Gender Mainstreaming Monitoring System (GMMS) under the PCW-AECID Project	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
		33. Development of Training Information System (TIS) – Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
		34. Governance Cluster Website and Project Monitoring System - DBM	Validated with certificate of acceptance / project completion and satisfactory performance issued on July 26, 2016.

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Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

		ON-GOING PROJECTS 1. Design and Development of HRMS - National Security Council	NTP
		2. Enhancement of Collaboration and Info Handling System and Design and Development of Mapping Module - National Security Council	NTP
		3. Southeast Asia Public Management, Financial Sector and Trade Policy Facility- Firm (ePERA System) - ADB	NTP
		4. Analysis, Design Development, Deployment and Pilot Rollout of HRIS with the following sub-systems: Attendance Monitoring and Payroll System (AMPS) Personnel Management Information Systems (PMIS) and Equipment Supplies Inventory System (ESIS) - CHED	NTP
		5. Web-Based Human Resource Management Information System – Philippine Information Agency	NTP
8	Availability of Equipment	Inspection of Office Facilities & Equipment	Validated Fully Equipped
9	Bidder's technical competence, experience and staff capabilities	CVs of Proposed Team	Submitted CVs signed by each of the nominated key personnel and Ms. Liza A. de los Reyes as Authorized Representative.
10	Bidder's Citizenship	100% Filipino-owned; Original Articles of Incorporation	Validated with SEC Registered Articles of Incorporation
11	Bid Security	Bid Securing Declaration in prescribed form signed by Ms. Liza A. de los Reyes as Authorized Representative.	Submitted
12	List of Consultant's Personnel	Interviews conducted.	Conducted on-line interview (via google meet) with all nominated key personnel
13	Completed and on-going projects	Interview with Clients: 1. Ms. Carol dela Cruz Company: Department of Health Contact No. 09178420886/Tel. No. 8651-7800 Projects: Consultancy Services for the Revision and Improvement of the Department of Health Website and Improvement, Re-designing and Securing of the Department of Health Intranet	Feedback via phone call: DOH is very satisfied with the services rendered by Asiagate Networks, Inc. for the DOH Website and Intranet. Asiagate is still very accommodating and reachable even after the service contract.

Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

		2. Mr. Mark Reblora Company: National Nutrition Council Contact No. 09266694000/Tel. No. 8843-5824 Projects: Consultancy Services for the Development of an Electronic and Systematic Reporting System for the Early Childhood Care and Development in the First 1000 days (ECCD F1K) Program	Feedback via phone call: Very satisfied with the services rendered by Asiagate Networks, Inc and was able to deliver on a timely manner.
		3. Ms Joan Marie Sison Company: Dangerous Drugs Board Contact No. 09985623571/Tel. No. 8929-1753 Projects: Consultancy Services for the Drug Information Portal (DIP) Phase 2	Feedback via phone call: Asiagate accomplished their deliverables on time. DDB's experience with them is good. Asiagate is accommodating and receptive to changes.
14	Certification of Compliance with Labor Laws	SSS Membership with Employer ID No. 03-9133532-9 with record of contribution (as of January 2020) Pagibig Registration with Employer No. 200932110002 with remittances (as of September 2019) Philhealth Employer's ID No. 200276306957 with remittances for contributions (as of January 2020)	Validated
Financial Requirements			
15	Audited Financial Statements	Financial Statement for the year ended 2019 Audited by Dominena Raña-Lopez., with Report dated April 8, 2018 and received by BIR Rev Region No. 8 – Makati RDO No. 47 on April 23, 2018	Validated
16	Summary of Cost	Original Financial Proposal Form signed by Ms. Liza A. de los Reyes as Authorized Representative	Submitted
17	Remuneration cost	Original Financial Proposal Form signed by Ms. Liza A. de los Reyes as Authorized Representative	Submitted
18	Breakdown of Price Per Activity	Original Financial Proposal Form signed by Ms. Liza A. de los Reyes as Authorized Representative	Submitted
19	Miscellaneous Expenses	Original Financial Proposal Form signed by Ms. Liza A. de los Reyes as Authorized Representative	Submitted



POST QUALIFICATION REPORT

6. Findings:

Responsive

Non-Responsive

Prepared by:

TECHNICAL WORKING GROUP



VERGEL Q. PARAS

Head



JAYVEE L. LANCIOLA

Member



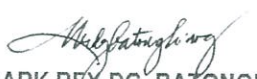
ANA TRINA A. SULIT

Provisional Member



CORNELIO MARTIN

Provisional Member



MARK REY DG. BATONGHINOG

Member

on Maternity Leave

MICHELLE S. SAN JUAN-DE VERA

Provisional Member



BENJAMIN A. ABELLA III

Provisional Member

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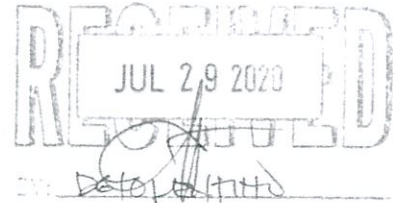


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL

3rd Floor MWSS Administration Building, Katipunan Avenue
Balara, Quezon City

Tel. Nos. 927-0030 / 920-7477 • Fax No. 436-4405
www.ogcc.gov.ph
info@ogcc.gov.ph

BASES CONVERSION AND DEVELOPMENT AUTHORITY



CONTRACT REVIEW

No. 914
Series of 2020

FOR : BASES CONVERSION AND DEVELOPMENT AUTHORITY
ATTENTION : MS. AILEEN ANUNCIACION R. ZOSA
Executive Vice President and Chief Operations Officer
RE : CONTRACT FOR CONSULTING SERVICES FOR THE
DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE
NEW CLARK CITY WEBSITE
DATE : 27 JULY 2020

I. Preliminary Statement:

This refers to your letter requesting our review of the proposed Contract for Consulting Services for the Design, Development, and Maintenance of the New Clark City (NCC) Website (Contract) between the Bases Conversion and Development Authority (BCDA) and its prospective consultant. The review includes the Contract's General Conditions of Contract (GCC), Specific Conditions of Contract (SCC), and Terms of Reference (TOR).

II. Antecedents:

As an overview, BCDA launched the rebranded Clark in 2018 envisioned to be Asia's next investment, lifestyle, and outdoor destination. BCDA developed an updated and global brand concept positioning and identity for Clark which covers the Freeport Zone, International Airport, and Clark Global City. Hence, BCDA developed the NCC given its strategic location and access to vital infrastructure. There is, however, a need to strengthen the digital platform required to support Clark's brand concept and positioning. Thus, the NCC

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BCDA
Bases Conversion and Development Authority



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Website is proposed to help promote the NCC's presence as a developed destination and a strategic location for business and recreation in the country and in Asia.

III. Discussion

We refer to BCDA's legal authority to enter into the Contract involving the development of the NCC Website, thus:

- a. Section 2 of Republic Act (R.A.) No. 7227, as amended, mandates that BCDA shall own, hold, administer, and develop reverted baselands xxx.
- b. Section 4, paragraph (c) of R.A. No. 7227, as amended, states that BCDA shall encourage the active participation of the private sector in transforming the Clark military reservation and its extension into other productive uses;
- c. Section 5, paragraph (f) of R.A. No. 7227, as amended, authorizes BCDA to construct, own, operate, and maintain public utilities and infrastructure;
- d. Section 3 of R.A. No. 7227, as amended, authorizes BCDA to execute any contract or perform any act which is necessary or incidental to the realization of its purposes.

The TOR specifies that BCDA shall aptly engage the consultant through the procurement process under Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR). BCDA shall comply with Annexes B and F of the said IRR and with the Government Procurement Policy Board's (GPPB) prescribed formats for the bid documents. Notably, GPPB's 7 December 2010 Resolution 06-2010 requires all branches, agencies, departments, bureaus, offices, and instrumentalities of the Government, including government-owned and/or -controlled corporations, government financial institutions, state

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universities and colleges, and local government units, to use the Fourth Edition of the PBDs for the Procurement of Goods, Infrastructure Projects, and Consulting Services. On 27 October 2016, the GPPB issued Resolution 24-2016 approving and adopting the use of the 5th Edition of the PBDs.

Premises considered, we find the proposed Contract to be in order subject to these minor revisions:

1. All the documents mentioned in Section 37.2.3 of the IRR shall be deemed part of this Contract, thus:
 - a. Bid Form and Price Schedule;
 - b. Schedule of Requirements;
 - c. Technical Specifications and/or Terms of Reference;
 - d. General Conditions of Contract;
 - e. Special Conditions of Contract;
 - f. Notice of Award; and,
 - g. Performance Security.
2. The parties' authority to enter into the Contract shall be attached and the parties' *bona fides* shall state:

This CONTRACT is executed between:

The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), a government instrumentality vested with corporate powers created by virtue of Republic Act (R.A.) No. 7227, as amended, with principal office at the Second Floor, BCDA Corporate Center, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig City, represented by its President and Chief Executive Officer, MR. VIVENCIO B. DIZON, who is authorized for this purpose under Board Resolution - Series of , as evinced by the Secretary's Certificate dated , attached as Annex A:

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-and-

..... (CONSULTANT), with
office address at, represented by its
..... who is authorized for this
purpose under Board Resolution, Series of
....., as evinced by the Secretary's Certificate dated
....., attached as Annex B;

BCDA and the CONSULTANT shall be individually
referred to as a "Party" and collectively as the "Parties."

3. The antecedent clauses in the Contract shall include a statement on the procedure and incidents of the procurement of consulting services.
4. We propose the inclusion of an indemnity clause in relation to Sections 11 and 50 of the GCC which shall state:

Relations and Indemnity. No employer-employee relationship exists between BCDA and the CONSULTANT, its officers, personnel, agents, representatives, and subcontracts. BCDA shall not, in any way, be liable or responsible for any loss, damage, or injury, including death, which the CONSULTANT, its officers, personnel, agents, representatives, or subcontractors may sustain in the course of the performance of the services under this CONTRACT.

The CONSULTANT shall be solely liable and responsible for the compliance with all existing laws and issuances, which include the Labor Code of the Philippines, that may affect its services under the CONTRACT.

The CONSULTANT holds BCDA and its representatives free and harmless from any claim, liability, loss, or damage resulting from, or related to, the performance of its services and obligations under the CONTRACT.

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Aristotle Guerrero
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5. The dispute resolution referred to in Section 34 of the GCC and cited in 34.2 of the SCC shall state:

Any dispute arising from the implementation of this Contract shall be submitted to arbitration in the Philippines consistent with Republic Act (R.A.) Nos. 876 and 9285 (Arbitration Law) as required under Section 59 of the Implementing Rules and Regulations of R.A. 9184. The governing law shall be Philippine law and the seat of arbitration shall be Metro Manila, Philippines. Any court action which is allowed under the Arbitration Law shall be filed in the courts of Taguig City to the exclusion of other courts.

6. A separability clause shall be inserted in the Contract, thus:

The invalidity or unenforceability of a provision of this CONTRACT shall not affect the validity or enforceability of its other provisions which shall remain valid and effective.

IV. Conclusion

Subject to the aforesaid comments, the proposed Contract for Consulting Services may be given due course.

It is understood, however, that this review is limited to the legal examination of the Contract's provisions and does not pass upon its viability, the propriety of its execution, and its technical aspects which are to be determined by BCDA in the exercise of its sound business judgment and prerogative.


Please be guided accordingly.



ELPIDIO J. VEGA
Government Corporate Counsel


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INTERNAL MEMO

For : **JOANNA EILEEN M. CAPONES**
VP, IPMD

Thru : **ELVIRA V. ESTANISLAO** 
SVP, LSG

EDILBERTO R. REBATO JR. 
AVP, LSG

From : **FERNANDO T. GALLARDO JR.** 
Attorney V, LSG

Date : **29 July 2020**

Subject : **OGCC Contract Review No. 914 dated 27 July 2020**
Draft Contract for Consulting Services for the Design, Development, and
Maintenance of the New Clark City Website

REFERENCE

For appropriate action is OGCC Contract Review No. 914 dated 27 July 2020 relative to the draft Contract for Consulting Services for the Design, Development, and Maintenance of the New Clark City Website.

DRAFT CONTRACT

The recommendations and suggestions of the OGCC have been incorporated to the draft Contract and Special Conditions of Contract (SCC), hereto attached.

We also attached the General Conditions of Contract (GCC) and Terms of Reference (TOR) previously reviewed by the LSG.

OTHER INSTRUCTIONS

Please make sure that all blank spaces on the draft Contract and SCC are properly filled-up and all Annexes are attached to the execution copies.

Respectfully submitted.

Thank you.

BB2020-0511

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SECTION V

TERMS OF REFERENCE



TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

BACKGROUND

In 2018, the Bases Conversion and Development Authority (BCDA) launched the rebranded Clark, aggressively positioning Clark as Asia's next investment, lifestyle and outdoor destination. One of Clark's strategic location and access to vital infrastructure is New Clark City. BCDA developed an updated, global, strong and holistic brand concept, positioning an identity for Clark, which covers the Freeport Zone, International Airport, New Clark City and Clark Global City. To realize the full potential of New Clark City, there is a need to promote the updated brand concept and positioning through a digital platform.

OBJECTIVES

1. To build the presence of New Clark City as one of the developing places in the Philippines, and one of the rising cities in Asia.
2. To promote New Clark City as one of the upcoming prime destinations that offers world-class facilities and a city that is built for people, while raising brand awareness on what New Clark City is.

BUDGET

The Approved Budget for the Contract (ABC) is **One Million Five Hundred Thousand Pesos (Php 1,500,000.00) inclusive of all applicable taxes, fees and incidental charges.** Bids received in excess of the ABC shall be automatically disqualified.

SCOPE OF WORK/DELIVERABLES

1. Purchase "newclarkcity.ph" domain name for a duration of two (2) years. Should the domain name be unavailable, other options (e.g., newclarkcity.com, newclark.city, newclarkcity.travel) may be considered subject to the approval of BCDA.
2. Design (Phase 1) and Develop (Phase 2)
 - 2.1 Develop a Content Management System (CMS)
 - 2.2 Design of graphics needed per page. (e.g.: icons, maps, illustrations)
 - 2.3 Develop Search Engine Optimization strategies
3. Maintain (Phase 3):
 - 3.1 Generation of web analytics to determine level of interactivity of visitors

- and analysis of their needs.
- 3.2 Monitoring of the World Wide Web for user-generated content representing feedback and reactions on issues relevant to BCDA as posted in web forums, message boards, discussion groups, blogs and social media.
 - 3.3 Logging of website activities, including possible intrusions and attacks. It must include a function to alert system administrators of malfunctions and suspicious activities.
4. Compliance and Compatibility
 - 4.1 The Consultant should create a website that is interactive, user-friendly, mobile friendly and responsive design.
 - 4.2 Should also make the website compliant to any operating system, may these be server, desktop or mobile based. It should also work on popular and widely used internet browsers such as Internet Explorer/Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, and Opera.
 5. Knowledge Transfer
 - 5.1 The CMS should be dynamic and allow information to be easily updated by administrative staff without specialized web development skills.
 - 5.2 Consultant should also conduct a 1-day training on the management of the CMS.
 6. Website Details: 1-year server hosting with the following specifications:
 - 6.1 User-friendly Content Management System (CMS)
 - 6.2 Service Configuration
 - 6.3 Web hosting
 - 6.4 Database hosting
 - 6.5 Continuous updates of stable releases of Linux, Apache, PHP, MySQL
 7. Notify BCDA for a need to upgrade existing server set-up, i.e. server upgrade due to need for more bandwidth allocation.
 8. Contract can be pre-terminated by BCDA without penalties.

SOFTWARE MAINTENANCE WITH SERVICE LEVEL AGREEMENT (SLA)

1. Daily escalation advise to BCDA within 24 hours from incident during work days and 48 hours from incident during weekends and holidays. Perform website code changes based on submitted problem reports from BCDA during the 6-month hosting.
2. Apply website change requests based on BCDA requirements – subject to allocated man-hours per month. This includes content generation such as creating new logo,

pictures, graphics, video and text-based content.

3. Full off-site support given a minimal man-hour allocation (40 hours) per month for 6 months from the date of the website launch.

COMPONENTS OF THE TECHNICAL PROPOSAL

The Consultant shall prepare a comprehensive creative proposal for the New Clark City Website, which will include:

- Two (2) proposed over-all look and layout of the website, including a dummy website for both proposed looks, and its mobile compatibility;
- Corporate Profile showing their previous website designs including previous project handled.

The Consultant shall submit an electronic file of their technical proposal and their corporate profile for BCDA's evaluation. An oral presentation of the technical proposal and the projects previously handled by the Consultant is required as part of the evaluation.

QUALIFICATIONS OF THE CONSULTANT:

The Consultant should meet the following qualifications:

1. Must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements;
2. Consultant must have a minimum of two (2) years experience in web design, development and web hosting;
3. Consultant must have handled at least two (2) website projects similar to the project being bid out;
4. Must have handled at least two (2) website projects equivalent to at least fifty (50%) of the Approved Budget Cost (ABC) or amounting to Php 750,000.00;
5. Members of the proposed digital team must have at least two (2) years experience in web design, development, web hosting, web management, content management system or any previous work experience as may related to his/her function in team; and
6. Members of the proposed digital team must have handled at least two (2) similar projects as related to his/her function in the team.

The Consultant shall be assessed based on the most favorable compliance with the criteria stated above.

TEAM COMPOSITION:

The digital team shall be composed of the following members:



1. One (1) Account Manager – dedicated to the BCDA account and on call by BCDA to ensure delivery of quality output and timely execution of the plan;
2. One (1) User Interface/User Experience (UI/UX) Designer – visual thought leader skilled at leading the creative process and the creative team, from concept to execution;
3. One (1) Programmer - dedicated to managing the coding and backend programming of the website.

Aside from the main members of the digital 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 mentioned are to be evaluated by BCDA.

TERMS OF PAYMENT

For the services rendered, BCDA shall pay the Consultant:

Milestone	Payment
Upon acquisition and registration of domain name	10%
Upon approval of website design and content.	10%
Upon website development and activation	10%
Upon approval of the monthly submitted website analytics report (spread out in 6 months from the date of website activation)	30%
Upon approval of the monthly submitted website maintenance and security report (spread out in 6 months from the date of website acquisition)	30%
Upon completion of the knowledge transfer seminar	5%
Upon turnover to BCDA of all materials, including the domain registration	5%
TOTAL	100%

METHODOLOGY

The basis for the selection of the Consultant shall be Section 33.2.1 of the Revised Implementing Rules and Regulations of the Government Procurement Reform Act (RA No. 9184). Bids shall be evaluated using the Quality-Based Evaluation (QBE) Procedure:

"33.2.1. The BAC shall conduct a detailed evaluation of bids using either of the following evaluation procedures as specified in the Bidding Documents:

a) Quality-Based Evaluation Procedure

A two-stage procedure shall be adopted whereby each consultant shall be



required to submit his technical and financial proposals simultaneously in separate sealed envelopes.

After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with Section 33.2.2 of the Implementing Rules and Regulations (IRR) of RA 9184 (Government Procurement Reform Act). The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: Provided, however, that the Highest Rated Bid shall pass the minimum score indicated in the Bidding Documents.

The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

After approval by the Head of the Procuring Entity of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.

Negotiations shall be in accordance with Section 33.2.5 of the IRR of RA 9184, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the approved budget for the contract as stated in the Bidding Documents. xxx"

EVALUATION CRITERIA FOR SELECTION OF BIDDERS

BCDA shall evaluate those who have submitted Expressions of Interest, in accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bids and Awards Committee – Consulting Services (BAC-C) shall draw up a short list of at most three (3) bidders from those who have submitted Eligibility Documents, Expressions of Interest, and Curriculum Vitae of the Members of the Proposed Digital Team and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The three (3) Shortlisted proponents will be entitled to submit bids upon payment of a non-refundable fee of Php5,000.00, as specified in RA 9184.

The evaluation criteria are as follows:

Criteria	Score	Required Minimum Score
a) Applicable Experience of the Consultant	30%	
b) Qualification of personnel who shall be assigned to the project	60%	
c) Current Workload of the personnel relative to capacity	10%	
TOTAL SCORE	100 %	60%

The consultants must meet the required minimum score of 60% in order to be shortlisted.

The evaluation criteria for the technical proposal are as follows:

Criteria	Weight	Required Minimum Score
a) Applicable Experience of the Consultant/Firm	30%	
b) Qualification of personnel who shall be assigned to the project	20%	
c) Plan of Approach and Project Methodology	50%	
Total	100%	70%

BCDA shall rank the consultants in descending order based on the combined numerical ratings of their concept proposals, from which the highest rated bid will be identified. The Consultant must meet the total required minimum score of 70%.

Only the financial proposal of the consultant who gets the highest technical rating shall be opened—in their presence. Total calculated bid prices which exceed the approved budget for the contract shall not be considered. The name of the consultant, the quality scores and the proposed prices shall be read and recorded when the financial proposals are opened. Negotiations shall be undertaken with the consultant who is first in rank.

The financial proposals shall not exceed the approved budget for the contract which is PESOS: One Million Five Hundred Thousand (PhP1,500,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable



laws.

STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and in accordance with 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.

CONFIDENTIALITY CAUSE

The Consultant shall hold and maintain confidential all materials, processes, data, proprietary information and other related information which shall come into its possession, or knowledge in connection with the contract or its performance, and not to make use thereof other than for the purpose of the Contract.

After the completion or termination of the contract, all materials, processes, data, proprietary information and other related data and information provided to the Consultant and which have been derived in relation to and as a consequence of the implementation of the contract, shall be immediately turned-over to BCDA without need of demand.

The Consultant undertakes that it shall make appropriate instructions to its employees, agents, and supplier/service providers who need to have access to such materials, processes, data, proprietary information and other related data and information to strictly observe the confidentiality of the said information.

The obligation of the Consultant under this Article shall remain in effect even after the termination of the contract.

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 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 total contract price minus the value of the completed portions of the contract certified by BCDA for each calendar day of delay until the Services are completed.

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 BCDA or any BCDA project, shall divulge the extent of its conflict with BCDA. The Consultant agrees that any conflict of interest may be a ground for BCDA to terminate the contract.

SETTLEMENT OF DISPUTES

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

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 the contract. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of the contract without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

CONTRACT TERM

The contract term shall be for a period of twelve (12) months. The contract shall take effect upon the issuance of Notice to Proceed (NTP) and shall remain in force and effect until all requirements have been submitted.

OWNERSHIP

All materials conceptualized, designed, and produced, including the domain registration, shall be solely owned by BCDA with full and exclusive rights on future use thereof both in the Philippines and internationally.

BIDDING RIGHTS

BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

Contract for Consulting Services for the Design, Development
and Maintenance of the New Clark City Website

----- END -----

SECTION III

GENERAL CONDITIONS OF THE CONTRACT

1

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BCDA RECORDS MANAGEMENT

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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

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

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

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

7. Authority of Member in Charge

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

8. Resident Project Manager

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

9. Entire Agreement

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

10. Modification

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

11. Relationship of Parties

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

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

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



on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.
- 15.2 Notice shall be deemed to be effective as specified in the **SCC**.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. 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 changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

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

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

52. Contract Cost

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

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
 - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
 - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld



from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the SCC.

54. Final Payment

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

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 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

1

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BCDA RECORDS MANAGEMENT



GCC Clause	PARTICULARS
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the BCDA Corporate Budget.</p>
6.2 b	<p>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.</p>
7	Not applicable
8	Not applicable
10	No further instructions.
11	<p>BCDA shall not in any way, be liable or responsible for any loss, damage, or injury, including death, which the Consultant, its officers, personnel, agents, representatives, or subcontractors may sustain in the course of the performance of the services under this Contract.</p> <p>The Consultant shall be solely liable and responsible for the compliance with all existing, laws and issuances, which include the Labor Code of the Philippines, that may affect its services under the Contract.</p> <p>The Consultant holds BCDA and its representatives free and harmless from any claim, liability, loss, or damage resulting from, or related to, the performance of its services and obligations under the Contract.</p>

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

12

12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <p style="text-align: center;">AILEEN ANUNCIACION R. ZOSA Executive Vice President and Chief Operations Officer</p> <p>For the Consultant:</p> <p style="text-align: center;">Official of the firm as authorized in the Secretary Certificate</p>
15.1	<p>BCDA's address is:</p> <p>Bases Conversion and Development Authority 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>Any notice, request or consent required or permitted pursuant to this Contact shall be addressed to:</p> <p style="text-align: center;">AILEEN ANUNCIACION R. ZOSA Executive Vice President and Chief Operations Officer Bases Conversion and Development Authority 2/F, Bonifacio Technology Center 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City Email address: vbdizon@bcda.gov.ph Tel No. 8575-1700; Fax No. 8816-0917</p> <p>Consultants: <i>Asiagate Network Inc.</i></p> <p>Attention: <i>Ms. Liza A. De Los Reyes</i></p> <p>Address: <u>2F PNB Legazpi-Sotto Building (Formerly VMC) 165 Legazpi Street, Legaspi Village, Makati City</u></p> <p>Facsimile:</p> <p>Email Address: <u>npd@asiagate.com</u></p>

15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within twenty-four (24) hours following confirmed transmission.
18.3	All payments under this Contract shall be made to the account of the Consultant.
19	No further instructions.
20	No additional provision.
22	None.
24	The contract term shall be for a period of twelve (12) months. The contract shall take effect upon the issuance of Notice to Proceed (NTP) and shall remain in force and effect until all requirements specified in the Terms of Reference have been submitted.
34.2	Any dispute arising from the implementation of this Contract shall be submitted to arbitration in the Philippines consistent with Republic Act (R.A.) Nos. 876 and 9285 (Arbitration Law) as required in Section 59 of the IRR of RA 9184. The governing law shall be Philippine law and the seat of arbitration shall be Metro Manila, Philippines. Any court action which is allowed under the Arbitration Law shall be filed in the courts of Taguig City to the exclusion of other courts.
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)	No additional action.

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BCDA RECORDS MANAGEMENT

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39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by BCDA, such as death, serious illness, incapacity of an individual Consultant, or resignation, among others, or until fifty percent (50%) of the Personnel's mon-months have been served. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall provide as a replacement Personnel of equivalent or better qualifications.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
52.1	<p>The total ceiling amount in Philippine Pesos: <i>One Million Four Hundred Ninety-Eight Thousand Eight Hundred Thirty and 07/100 Philippine Pesos (Php 1,498,830.07)</i>, inclusive of all applicable taxes and fees.</p>
52.2	No further instructions.
53.2	No additional 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.

INTERNAL MEMO

For : **JOANNA EILEEN M. CAPONES**
VP, IPMD

Thru : **ELVIRA V. ESTANISLAO** *Ed*
SVP, LSG

EDILBERTO R. REBATO JR. *Ed*
AVP, LSG

From : **FERNANDO T. GALLARDO JR.** *fgjr*
Attorney V, LSG

Date : **29 July 2020**

Subject : **OGCC Contract Review No. 914 dated 27 July 2020**
Draft Contract for Consulting Services for the Design, Development, and
Maintenance of the New Clark City Website

REFERENCE

For appropriate action is OGCC Contract Review No. 914 dated 27 July 2020 relative to the draft Contract for Consulting Services for the Design, Development, and Maintenance of the New Clark City Website.

DRAFT CONTRACT

The recommendations and suggestions of the OGCC have been incorporated to the draft Contract and Special Conditions of Contract (SCC), hereto attached.

We also attached the General Conditions of Contract (GCC) and Terms of Reference (TOR) previously reviewed by the LSG.

OTHER INSTRUCTIONS

Please make sure that all blank spaces on the draft Contract and SCC are properly filled-up and all Annexes are attached to the execution copies.

Respectfully submitted.

Thank you.

BB2020-0511

CERTIFIED COPY OF PHOTOCOPY
Aristotle Guerrero
ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

Ed

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: Consulting Services for the Design, Development, and Maintenance of the
New Clark City Website

To: **ENGR. JOSHUA M. BINGCANG**
Chairperson
Bids and Awards Committee-Consultancy Services
Bases Conversion and Development Authority
2/F Bonifacio Technology Center
31st Street, corner 2nd Avenue
Bonifacio Global City
Taguig City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT



IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this 11th day of August 2020 at Makati City.


Liza A. de los Reyes
Chief Operating Officer
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of _____ at _____, Philippines.

Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant exhibited to me her Social Security System ID, with no. 33-0944736-1.

Witness my hand and seal this ___ day of _____.

NAME OF NOTARY PUBLIC

Doc. No. ___
Page No. ___
Book No. ___
Series of 2020.

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ARISTOTIE GUERRERO
BCDA RECORDS MANAGEMENT



NOTICE OF AWARD

17 July 2020

MS. LIZA A. DE LOS REYES

Chief Operating Officer
Asiagate Networks, Inc.
2F PNB Legazpi-Sotto Building (Formerly VMC),
165 Legazpi Street, Legaspi Village, Makati City

Dear **Ms. de los Reyes**:

We are pleased to inform you that the **Consulting Services for the Design, Development and Maintenance of the New Clark City Website** is hereby awarded to you with a total consultancy fee of Pesos: **One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (Php1,498,830.07)**, inclusive of all applicable taxes, fees and other charges.

In this regard, you are hereby required, within 10 calendar days from receipt of this Notice of Award to: 1) formally enter into contract with BCDA, provided that all documentary requirements are complied with; and 2) Submit the performance security in the form and amount stipulated in the Instruction to Bidders, which shall be posted in favor of BCDA and with validity until the issuance of the Certificate of Completion.

Failure to enter into the said contract or provide the performance security shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

Please indicate your concurrence by signing on the space below "Conforme" and return the same upon signing.

Thank you.

Very truly yours,


07-17-2020
AILEEN ANUNCIACION R. ZOSA
Executive Vice President

Conforme:


MS. LIZA A. DE LOS REYES
Consultant
Date: 18 JUL 2020

BACC2020-0103



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
3rd Floor MWSS Administration Building, Katipunan Avenue
Batala, Quezon City
Tel. Nos. 927-0030 • 920-7477 • Fax No. 436-4405
www.ogcc.gov.ph
info@ogcc.gov.ph



CONTRACT REVIEW

No. 914
Series of 2020

FOR : BASES CONVERSION AND DEVELOPMENT AUTHORITY
ATTENTION : MS. AILEEN ANUNCIACION R. ZOSA
Executive Vice President and Chief Operations Officer
RE : CONTRACT FOR CONSULTING SERVICES FOR THE
DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE
NEW CLARK CITY WEBSITE
DATE : 27 JULY 2020

I. Preliminary Statement:

This refers to your letter requesting our review of the proposed Contract for Consulting Services for the Design, Development, and Maintenance of the New Clark City (NCC) Website (Contract) between the Bases Conversion and Development Authority (BCDA) and its prospective consultant. The review includes the Contract's General Conditions of Contract (GCC), Specific Conditions of Contract (SCC), and Terms of Reference (TOR).

II. Antecedents:

As an overview, BCDA launched the rebranded Clark in 2018 envisioned to be Asia's next investment, lifestyle, and outdoor destination. BCDA developed an updated and global brand concept positioning and identity for Clark which covers the Freeport Zone, International Airport, and Clark Global City. Hence, BCDA developed the NCC given its strategic location and access to vital infrastructure. There is, however, a need to strengthen the digital platform required to support Clark's brand concept and positioning. Thus, the NCC

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Aristotle Guerrero
ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

BCDA
Bases Conversion and Development Authority

Central Receiving and Releasing Area
EX2020-2363

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Website is proposed to help promote the NCC's presence as a developed destination and a strategic location for business and recreation in the country and in Asia.

III. Discussion

We refer to BCDA's legal authority to enter into the Contract involving the development of the NCC Website, thus:

- a. Section 2 of Republic Act (R.A.) No. 7227, as amended, mandates that BCDA shall own, hold, administer, and develop reverted baselands xxx.
- b. Section 4, paragraph (c) of R.A. No. 7227, as amended, states that BCDA shall encourage the active participation of the private sector in transforming the Clark military reservation and its extension into other productive uses;
- c. Section 5, paragraph (f) of R.A. No. 7227, as amended, authorizes BCDA to construct, own, operate, and maintain public utilities and infrastructure;
- d. Section 3 of R.A. No. 7227, as amended, authorizes BCDA to execute any contract or perform any act which is necessary or incidental to the realization of its purposes.

The TOR specifies that BCDA shall aptly engage the consultant through the procurement process under Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR). BCDA shall comply with Annexes B and F of the said IRR and with the Government Procurement Policy Board's (GPPB) prescribed formats for the bid documents. Notably, GPPB's 7 December 2010 Resolution 06-2010 requires all branches, agencies, departments, bureaus, offices, and instrumentalities of the Government, including government-owned and/or -controlled corporations, government financial institutions, state

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universities and colleges, and local government units, to use the Fourth Edition of the PBDs for the Procurement of Goods, Infrastructure Projects, and Consulting Services. On 27 October 2016, the GPPB issued Resolution 24-2016 approving and adopting the use of the 5th Edition of the PBDs.

Premises considered, we find the proposed Contract to be in order subject to these minor revisions:

1. All the documents mentioned in Section 37.2.3 of the IRR shall be deemed part of this Contract, thus:
 - a. Bid Form and Price Schedule;
 - b. Schedule of Requirements;
 - c. Technical Specifications and/or Terms of Reference;
 - d. General Conditions of Contract;
 - e. Special Conditions of Contract;
 - f. Notice of Award; and,
 - g. Performance Security.
2. The parties' authority to enter into the Contract shall be attached and the parties' *bona fides* shall state:

This CONTRACT is executed between:

The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), a government instrumentality vested with corporate powers created by virtue of Republic Act (R.A.) No. 7227, as amended, with principal office at the Second Floor, BCDA Corporate Center, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig City, represented by its President and Chief Executive Officer, MR. VIVENCIO B. DIZON, who is authorized for this purpose under Board Resolution - Series of , as evinced by the Secretary's Certificate dated , attached as Annex A;

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-and-

..... (CONSULTANT), with office address at, represented by its, who is authorized for this purpose under Board Resolution, Series of, as evinced by the Secretary's Certificate dated, attached as Annex B;

BCDA and the CONSULTANT shall be individually referred to as a "Party" and collectively as the "Parties."

3. The antecedent clauses in the Contract shall include a statement on the procedure and incidents of the procurement of consulting services.
4. We propose the inclusion of an indemnity clause in relation to Sections 11 and 50 of the GCC which shall state:

Relations and Indemnity. No employer-employee relationship exists between BCDA and the CONSULTANT, its officers, personnel, agents, representatives, and subcontracts. BCDA shall not, in any way, be liable or responsible for any loss, damage, or injury, including death, which the CONSULTANT, its officers, personnel, agents, representatives, or subcontractors may sustain in the course of the performance of the services under this CONTRACT.

The CONSULTANT shall be solely liable and responsible for the compliance with all existing laws and issuances, which include the Labor Code of the Philippines, that may affect its services under the CONTRACT.

The CONSULTANT holds BCDA and its representatives free and harmless from any claim, liability, loss, or damage resulting from, or related to, the performance of its services and obligations under the CONTRACT.

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under the rule of law

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ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT

A handwritten signature or mark, possibly the initials 'L', located at the bottom right of the page.



5. The dispute resolution referred to in Section 34 of the GCC and cited in 34.2 of the SCC shall state:

Any dispute arising from the implementation of this Contract shall be submitted to arbitration in the Philippines consistent with Republic Act (R.A.) Nos. 876 and 9285 (Arbitration Law) as required under Section 59 of the Implementing Rules and Regulations of R.A. 9184. The governing law shall be Philippine law and the seat of arbitration shall be Metro Manila, Philippines. Any court action which is allowed under the Arbitration Law shall be filed in the courts of Taguig City to the exclusion of other courts.

6. A separability clause shall be inserted in the Contract, thus:

The invalidity or unenforceability of a provision of this CONTRACT shall not affect the validity or enforceability of its other provisions which shall remain valid and effective.

IV. Conclusion

Subject to the aforecited comments, the proposed Contract for Consulting Services may be given due course.

It is understood, however, that this review is limited to the legal examination of the Contract's provisions and does not pass upon its viability, the propriety of its execution, and its technical aspects which are to be determined by BCDA in the exercise of its sound business judgment and prerogative.

Please be guided accordingly.


ELPIDIO J. VEGA
Government Corporate Counsel

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SECTION V

TERMS OF REFERENCE

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

BACKGROUND

In 2018, the Bases Conversion and Development Authority (BCDA) launched the rebranded Clark, aggressively positioning Clark as Asia's next investment, lifestyle and outdoor destination. One of Clark's strategic location and access to vital infrastructure is New Clark City. BCDA developed an updated, global, strong and holistic brand concept, positioning an identity for Clark, which covers the Freeport Zone, International Airport, New Clark City and Clark Global City. To realize the full potential of New Clark City, there is a need to promote the updated brand concept and positioning through a digital platform.

OBJECTIVES

1. To build the presence of New Clark City as one of the developing places in the Philippines, and one of the rising cities in Asia.
2. To promote New Clark City as one of the upcoming prime destinations that offers world-class facilities and a city that is built for people, while raising brand awareness on what New Clark City is.

BUDGET

The Approved Budget for the Contract (ABC) is **One Million Five Hundred Thousand Pesos (Php 1,500,000.00) inclusive of all applicable taxes, fees and incidental charges.** Bids received in excess of the ABC shall be automatically disqualified.

SCOPE OF WORK/DELIVERABLES

1. Purchase "newclarkcity.ph" domain name for a duration of two (2) years. Should the domain name be unavailable, other options (e.g., newclarkcity.com, newclark.city, newclarkcity.travel) may be considered subject to the approval of BCDA.
2. Design (Phase 1) and Develop (Phase 2)
 - 2.1 Develop a Content Management System (CMS)
 - 2.2 Design of graphics needed per page. (e.g.: icons, maps, illustrations)
 - 2.3 Develop Search Engine Optimization strategies
3. Maintain (Phase 3):
 - 3.1 Generation of web analytics to determine level of interactivity of visitors

- and analysis of their needs.
- 3.2 Monitoring of the World Wide Web for user-generated content representing feedback and reactions on issues relevant to BCDA as posted in web forums, message boards, discussion groups, blogs and social media.
 - 3.3 Logging of website activities, including possible intrusions and attacks. It must include a function to alert system administrators of malfunctions and suspicious activities.
4. Compliance and Compatibility
 - 4.1 The Consultant should create a website that is interactive, user-friendly, mobile friendly and responsive design.
 - 4.2 Should also make the website compliant to any operating system, may these be server, desktop or mobile based. It should also work on popular and widely used internet browsers such as Internet Explorer/Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, and Opera.
 5. Knowledge Transfer
 - 5.1 The CMS should be dynamic and allow information to be easily updated by administrative staff without specialized web development skills.
 - 5.2 Consultant should also conduct a 1-day training on the management of the CMS.
 6. Website Details: 1-year server hosting with the following specifications:
 - 6.1 User-friendly Content Management System (CMS)
 - 6.2 Service Configuration
 - 6.3 Web hosting
 - 6.4 Database hosting
 - 6.5 Continuous updates of stable releases of Linux, Apache, PHP, MySQL
 7. Notify BCDA for a need to upgrade existing server set-up, i.e. server upgrade due to need for more bandwidth allocation.
 8. Contract can be pre-terminated by BCDA without penalties.

SOFTWARE MAINTENANCE WITH SERVICE LEVEL AGREEMENT (SLA)

1. Daily escalation advise to BCDA within 24 hours from incident during work days and 48 hours from incident during weekends and holidays. Perform website code changes based on submitted problem reports from BCDA during the 6-month hosting.
2. Apply website change requests based on BCDA requirements – subject to allocated man-hours per month. This includes content generation such as creating new logo,

pictures, graphics, video and text-based content.

3. Full off-site support given a minimal man-hour allocation (40 hours) per month for 6 months from the date of the website launch.

COMPONENTS OF THE TECHNICAL PROPOSAL

The Consultant shall prepare a comprehensive creative proposal for the New Clark City Website, which will include:

- Two (2) proposed over-all look and layout of the website, including a dummy website for both proposed looks, and its mobile compatibility;
- Corporate Profile showing their previous website designs including previous project handled.

The Consultant shall submit an electronic file of their technical proposal and their corporate profile for BCDA's evaluation. An oral presentation of the technical proposal and the projects previously handled by the Consultant is required as part of the evaluation.

QUALIFICATIONS OF THE CONSULTANT:

The Consultant should meet the following qualifications:

1. Must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements;
2. Consultant must have a minimum of two (2) years experience in web design, development and web hosting;
3. Consultant must have handled at least two (2) website projects similar to the project being bid out;
4. Must have handled at least two (2) website projects equivalent to at least fifty (50%) of the Approved Budget Cost (ABC) or amounting to Php 750,000.00;
5. Members of the proposed digital team must have at least two (2) years experience in web design, development, web hosting, web management, content management system or any previous work experience as may related to his/her function in team; and
6. Members of the proposed digital team must have handled at least two (2) similar projects as related to his/her function in the team.

The Consultant shall be assessed based on the most favorable compliance with the criteria stated above.

TEAM COMPOSITION:

The digital team shall be composed of the following members:

1. One (1) Account Manager – dedicated to the BCDA account and on call by BCDA to ensure delivery of quality output and timely execution of the plan;
2. One (1) User Interface/User Experience (UI/UX) Designer – visual thought leader skilled at leading the creative process and the creative team, from concept to execution;
3. One (1) Programmer - dedicated to managing the coding and backend programming of the website.

Aside from the main members of the digital 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 mentioned are to be evaluated by BCDA.

TERMS OF PAYMENT

For the services rendered, BCDA shall pay the Consultant:

Milestone	Payment
Upon acquisition and registration of domain name	10%
Upon approval of website design and content.	10%
Upon website development and activation	10%
Upon approval of the monthly submitted website analytics report (spread out in 6 months from the date of website activation)	30%
Upon approval of the monthly submitted website maintenance and security report (spread out in 6 months from the date of website acquisition)	30%
Upon completion of the knowledge transfer seminar	5%
Upon turnover to BCDA of all materials, including the domain registration	5%
TOTAL	100%

METHODOLOGY

The basis for the selection of the Consultant shall be Section 33.2.1 of the Revised Implementing Rules and Regulations of the Government Procurement Reform Act (RA No. 9184). Bids shall be evaluated using the Quality-Based Evaluation (QBE) Procedure:

“33.2.1. The BAC shall conduct a detailed evaluation of bids using either of the following evaluation procedures as specified in the Bidding Documents:

a) Quality-Based Evaluation Procedure

A two-stage procedure shall be adopted whereby each consultant shall be



required to submit his technical and financial proposals simultaneously in separate sealed envelopes.

After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with Section 33.2.2 of the Implementing Rules and Regulations (IRR) of RA 9184 (Government Procurement Reform Act). The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: Provided, however, that the Highest Rated Bid shall pass the minimum score indicated in the Bidding Documents.

The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

After approval by the Head of the Procuring Entity of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.

Negotiations shall be in accordance with Section 33.2.5 of the IRR of RA 9184, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the approved budget for the contract as stated in the Bidding Documents. xxx"

EVALUATION CRITERIA FOR SELECTION OF BIDDERS

BCDA shall evaluate those who have submitted Expressions of Interest, in accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bids and Awards Committee – Consulting Services (BAC-C) shall draw up a short list of at most three (3) bidders from those who have submitted Eligibility Documents, Expressions of Interest, and Curriculum Vitae of the Members of the Proposed Digital Team and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The three (3) Shortlisted proponents will be entitled to submit bids upon payment of a non-refundable fee of Php5,000.00, as specified in RA 9184.

The evaluation criteria are as follows:

Criteria	Score	Required Minimum Score
a) Applicable Experience of the Consultant	30%	
b) Qualification of personnel who shall be assigned to the project	60%	
c) Current Workload of the personnel relative to capacity	10%	
TOTAL SCORE	100 %	60%

The consultants must meet the required minimum score of 60% in order to be shortlisted.

The evaluation criteria for the technical proposal are as follows:

Criteria	Weight	Required Minimum Score
a) Applicable Experience of the Consultant/Firm	30%	
b) Qualification of personnel who shall be assigned to the project	20%	
c) Plan of Approach and Project Methodology	50%	
Total	100%	70%

BCDA shall rank the consultants in descending order based on the combined numerical ratings of their concept proposals, from which the highest rated bid will be identified. The Consultant must meet the total required minimum score of 70%.

Only the financial proposal of the consultant who gets the highest technical rating shall be opened—in their presence. Total calculated bid prices which exceed the approved budget for the contract shall not be considered. The name of the consultant, the quality scores and the proposed prices shall be read and recorded when the financial proposals are opened. Negotiations shall be undertaken with the consultant who is first in rank.

The financial proposals shall not exceed the approved budget for the contract which is PESOS: One Million Five Hundred Thousand (PhP1,500,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable



laws.

STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and in accordance with 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.

CONFIDENTIALITY CAUSE

The Consultant shall hold and maintain confidential all materials, processes, data, proprietary information and other related information which shall come into its possession, or knowledge in connection with the contract or its performance, and not to make use thereof other than for the purpose of the Contract.

After the completion or termination of the contract, all materials, processes, data, proprietary information and other related data and information provided to the Consultant and which have been derived in relation to and as a consequence of the implementation of the contract, shall be immediately turned-over to BCDA without need of demand.

The Consultant undertakes that it shall make appropriate instructions to its employees, agents, and supplier/service providers who need to have access to such materials, processes, data, proprietary information and other related data and information to strictly observe the confidentiality of the said information.

The obligation of the Consultant under this Article shall remain in effect even after the termination of the contract.

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 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 total contract price minus the value of the completed portions of the contract certified by BCDA for each calendar day of delay until the Services are completed.

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 BCDA or any BCDA project, shall divulge the extent of its conflict with BCDA. The Consultant agrees that any conflict of interest may be a ground for BCDA to terminate the contract.

SETTLEMENT OF DISPUTES

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

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 the contract. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of the contract without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

CONTRACT TERM

The contract term shall be for a period of twelve (12) months. The contract shall take effect upon the issuance of Notice to Proceed (NTP) and shall remain in force and effect until all requirements have been submitted.

OWNERSHIP

All materials conceptualized, designed, and produced, including the domain registration, shall be solely owned by BCDA with full and exclusive rights on future use thereof both in the Philippines and internationally.

BIDDING RIGHTS

BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.



----- END -----



BAC-C RESOLUTION NO. BC-2020-017

DECLARATION OF BIDDER WITH THE HIGHEST RATED AND RESPONSIVE BID

**CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT AND
MAINTENANCE OF THE NEW CLARK CITY WEBSITE**

WHEREAS, The BCDA President and CEO approved the procurement of the above consulting services with an Approved Budget for the Contract (ABC) in the amount of Pesos: One Million Five Hundred Thousand and 00/100 (PhP1,500,000.00), inclusive of all applicable taxes and fees, to commence upon receipt of the Notice to Proceed (NTP).

WHEREAS, On 25 February 2020, the Bids and Awards Committee for Consulting Services (BAC-C) advertised the Request for Expression of Interest (REI) for the said consulting services in the BCDA Website, PhilGEPS Website and in a conspicuous place in the premises of BCDA continuously for seven (7) days;

WHEREAS, the procurement of the above services has an Approved Budget for the Contract (ABC) in the amount of Pesos: One Million Five Hundred Thousand and 00/100 (PhP1,500,000.00), inclusive of all applicable taxes and fees, to commence upon receipt of the Notice to Proceed (NTP)

WHEREAS, the procurement of the said services shall be undertaken through competitive bidding using Quality Based Evaluation (QBE) procedure with 60% minimum score to be shortlisted;

WHEREAS, On 8th day of June 2020, the Bids and Awards Committee for Consulting Services (BAC-C) issued Resolution No. BC2020-013 declaring Asiagate Networks, Inc. (Asiagate) as the bidder with the Highest Rated Bid (HRB) garnering a technical score of **77.25%** and issued the notice for the opening of Financial Proposal and negotiations;

WHEREAS, On 15 June 2020, the BAC-C proceeded with the opening and evaluation of the Financial Proposal and the results were as follows:

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Asiagate Networks, Inc.	
FINANCIAL PROPOSAL FORMS	RESULTS OF THE OPENING OF THE FINANCIAL PROPOSAL
Financial Proposal Submission Form	submitted
Summary of Costs	submitted
Financial Bid	Php 1,498,830.07
Breakdown of Price per Activity	submitted
Breakdown of Remuneration per Activity	submitted
Breakdown of Reimbursable Expenses (Not Applicable)	Not applicable
Miscellaneous Expenses	submitted

WHEREAS, After the financial bid of Pesos: One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (PhP Php1,498,830.07) was found to be within the ABC, the BAC-C proceeded with the negotiation on the same day regarding the Terms of Reference (TOR), scope of services and provisions of the contract pursuant to Section 33.2.5 of the revised IRR of RA 9184;

WHEREAS, after the conduct of successful negotiation, the Technical Working Group (TWG) was instructed to conduct the post-qualification activities to verify, validate and ascertain all the statements made and the documents submitted by Asiagate;

WHEREAS, on 23 -24 June 2020, the TWG undertook the following post qualification activities:

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1. Conducted an on-line interview with the nominated key personnel via Google Meet to validate work experiences stated in their Curriculum Vitae. Interviews with the key personnel are being conducted to ensure availability and commitment to render the required services under the TOR.
2. Conducted an ocular visit at the office of Asiagate Networks, Inc. located at 2nd Floor PNB Legazpi – Sotto Building, 165 Legazpi Street, Legazpi Village, Makati City.
3. Validated the original copies of Class A legal documents, documents in compliance with labor law such as the latest payment to SSS, PhilHealth, and Pag-ibig Fund, and supporting documents for completed and on-going projects.
4. Verified positive feedback on the performance of services from their previous clients through phone calls.

WHEREAS, the result of the post-qualification activities shows that all the eligibility, technical and financial documents submitted by Asiagate were responsive to all the requirements stated in the bidding documents;

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

1. DECLARE **Asiagate Networks Inc.** as the bidder with the Highest Rated and Responsive Bid (HRRB) for the **CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE**;
2. AWARD the Contract to **Asiagate Networks** in the amount of **Pesos: One Million Four Hundred Ninety Eight Thousand Eight Hundred Thirty and 7/100 (Php1,498,830.07)**, inclusive of all applicable taxes and fees; and
3. Require the end user to furnish the BAC-C Secretariat original copies of the duly conformed Notice of Award, Executed Contract and Notice to Proceed.

Done in Taguig City this 6th day of July, 2020.

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES

on official business

JOSHUA M. BINGCANG

Chairperson

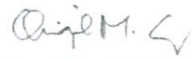
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JOANNA EILEEN M. CAPONES
Vice-Chairperson



VIRGIL M. ALVAREZ
Member

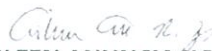


JOCELYN L. CANIONES
Member



MADONNA M. CINCO
Member

Approved by:



AILEEN ANUNCIACION R. ZOSA
Executive Vice President

BACC2020-0101

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Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

- | | | |
|-------------------------------------|---|---|
| 1. Name of Consultant | : | ASIAGATE NETWORKS, INC. |
| 2. Rank in the List of Bids | : | Highest Rated Bid |
| 3. Bid Amount | : | Php1,498,830.07 (inclusive of all taxes and fees) |
| 4. Approved Budget for the Contract | : | Php1,500,000.00 (inclusive of all taxes and fees) |
| 5. Period of Post-Qualification | : | |

	REQUIREMENTS	REFERENCE (Parties Consulted/ Documents Reviewed)	FINDINGS/REMARKS
Legal and Technical Requirements			
1	SEC Registration	Company SEC Registration: A1998-13880 Date of Registration: October 6, 1998 Amended Articles of Incorporation: March 8, 2019	Validated
2	Business Permit	Permit No. 48934 valid until December 31, 2020	Validated
3	Tax Identification Number	Tax ID No.: 203-390-948-000	Validated with Certificate of Registration Reg. date: 23 September 1999
4	Tax Clearance	Date Issued: February 21, 2020 Valid until February 21, 2021 TCC # NO.: 08A-047-02-21-0169-2020	Validated
5	Income Tax Return (ITR) – BIR Form 1702 - RT BIR Form No. 2550M (January 2020)	2018 ITR: Received by BIR Rev. Region No. 8 Makati on April 30, 2019 Filing Reference No.: 121900029998789 Date Filed: April 14, 2019 Filing Reference No.: 092000036526326 Date Filed: June 22, 2020	Validated
6	PhilGEPS Registration	PhilGEPS Certificate Reg No.: 2006-31873 Certificate Ref No.: 20060911088892507738 Registered on September 11, 2006 Valid until April 29, 2021 (Platinum Membership)	Validated

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POST QUALIFICATION REPORT

7	Completed and on-going contracts	COMPLETED PROJECTS	Validated with Certificate of Acceptance – October 19, 2020
		1. Hiring of Consultancy Services for the Development of an Electronic and Systematic Reporting System for the Early Childhood Care and Development in the First 1000Days (ECCD F1K Program)	
		2. Maintenance and Support for the LANDBANK Website	OR Numbers 0010633, 0010615, 0010626, 0010663, 0010667
		3. Maintenance of Department of Health Intranet	Validated with certificate of acceptance/ project completion and satisfactory performance.
		4. Bounty Agro Ventures Inc. Supplier Portal	OR Numbers 0010539, 0010586, 0010621, 0010650
		5. Consultancy Services for the Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 3	OR Numbers 0010558, 0010556, 0010557,
		6. Consultancy Services for the Drug Information Portal (DIP) Phase 2	OR Numbers 0010553, 0010555, 0010554
		7. Maintenance and Support Services for the CIAP Website, Contractors Licensing Registration System (CLIRS), Contractors General Information System (CGIS), Contractors Performance Information System (CPIS), Cashiering (CS)	OR Number 0010524, 0010549, 0010550, 0010529.
		8. Study on Policies and Processes for Case Management and Development of Legal Electronic National Case Management System - DepEd	Validated with certificate of acceptance
		9. Consulting Services for the System Development of the NEDA Central Support Office – Information System (NCSO-IS)	OR Number 9840, 9848, 0010510, 0010552, 0010576, 0010599, 0010611, 0010640
		10. Procurement of Server System Development Consultant (Youth Management Information System) (YMIS) – National Youth Commission	Validated with OR Nos 9847, 0010503, 9816, 9822, 9834, 9844
		11. Procurement of Software Development of Investigation and Case Management System (ICMS)	Validated with certificate of acceptance/ project completion and satisfactory performance
		12. Consulting Services on the Development of PSR Collaboration and Information Handling System- One (1) Lot	OR Number 0010664, 9838, 9828, 9807, 9805
13. Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 2 and	Validated with certificate of acceptance/ project		

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	Regulatory Compliance Information System (RCIS) – DDB	completion and satisfactory performance
	14. Drug Information Portal (DIP) - DDB	Validated with certificate of acceptance/ project completion and satisfactory performance
	15. Procurement of Design and Development of PRC Website	Validated with certificate of acceptance/ project completion and satisfactory performance
	16. Enhancement of the Environment and Natural Resources Data Management Tool (ENRDMT) on Revenues and Expenditures at the Local Government Level	Validated with official receipts
	17. Procurement of Consulting Services for the System Enhancement of the Integrated Drug Testing Operations and Management Information System (IDTOMIS) -Rebid	OR 0010646
	18. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program – Information Technology Team – Capacity Development for Planning, Budgeting, and Resource Mobilization. LEARN for PFMAT	Validated with certificate of acceptance/ project completion and satisfactory performance
	19. Development of e-Case Tracking System-National Labor Relations Commission	Validated with certificate of acceptance/ project completion and satisfactory performance
	20. Redesign and Integration of the Gender Mainstreaming Monitoring System (GMMS) GAD Resource Pool Database (GRPD)	Validated with certificate of acceptance/ project completion and satisfactory performance
	21. Software Development of Integrated Drug Monitoring and Reporting Information System (IDMRIS)	Validated with certificate of acceptance/ project completion and satisfactory performance
	22. Consulting Services for the BCDA Intranet Enhancements	OR Number 9716
	23. Consultancy Services for the Development of Personnel Transaction Information System	Validated with certificate of project completion
	24. Development of the Knowledge Management Information System	Validated with certificate of acceptance/ project completion and satisfactory performance August 14, 2017

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POST QUALIFICATION REPORT

	25. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program, System Development ADB/DILG	Validated with certificate of acceptance/ project completion and satisfactory performance August 11, 2017
	26. Procurement of Systems Developer Service for the Development of Various Information Systems, Acquisition of Hardware and Software (CIAP 2)	OR Numbers 9710, 9741, 9719, 0010535, 9720, 9721, 9722, 9730, 9750, 0010536, 9781, 9782, 9773, 9774, 9815, 9837,
	27. Consultancy Services for the Development of Customer Relationship Management (CRM)- Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
	28. Procurement of Consulting Services for Systems Development for REM, HOA and Cases – Housing and Land Use Regulatory Board	Validated with certificate of acceptance / project completion and satisfactory performance.
	29. Systems Development: Enhancement and Improvement of the Computerized Fiscal Database Systems of LGU Oversight Agencies and Public Financial Management E-Tools for Local Government Units – DOF - BLGF	Validated with Project Final Report (Project warranty to end in Oct 2020)
	30. Procurement of eBudget for LGUs System	Validated with OR No. 9703 and 9726, and Provisional Acceptance Certificated issued on June 30, 2016
	31. Enhancement of the Violence Against Women Documentation System (VAWDocs) – Philippine Commission on Women	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
	32. Development of Gender Mainstreaming Monitoring System (GMMS) under the PCW-AECID Project	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
	33. Development of Training Information System (TIS) – Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
	34. Governance Cluster Website and Project Monitoring System - DBM	Validated with certificate of acceptance / project completion and satisfactory performance issued on July 26, 2016.

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CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

		<u>ON-GOING PROJECTS</u> 1. Design and Development of HRMS - National Security Council	NTP
		2. Enhancement of Collaboration and Info Handling System and Design and Development of Mapping Module - National Security Council	NTP
		3. Southeast Asia Public Management, Financial Sector and Trade Policy Facility- Firm (ePERA System) - ADB	NTP
		4. Analysis, Design Development, Deployment and Pilot Rollout of HRIS with the following sub-systems: Attendance Monitoring and Payroll System (AMPS) Personnel Management Information Systems (PMIS) and Equipment Supplies Inventory System (ESIS) - CHED	NTP
		5. Web-Based Human Resource Management Information System – Philippine Information Agency	NTP
8	Availability of Equipment	Inspection of Office Facilities & Equipment	Validated Fully Equipped
9	Bidder's technical competence, experience and staff capabilities	CVs of Proposed Team	Submitted CVs signed by each of the nominated key personnel and Ms. Liza A. de los Reyes as Authorized Representative.
10	Bidder's Citizenship	100% Filipino-owned; Original Articles of Incorporation	Validated with SEC Registered Articles of Incorporation
11	Bid Security	Bid Securing Declaration in prescribed form signed by Ms. Liza A. de los Reyes as Authorized Representative.	Submitted
12	List of Consultant's Personnel	Interviews conducted.	Conducted on-line interview (via google meet) with all nominated key personnel
13	Completed and on-going projects	Interview with Clients: 1. Ms. Carol dela Cruz Company: Department of Health Contact No. 09178420886/Tel. No. 8651-7800 Projects: Consultancy Services for the Revision and Improvement of the Department of Health Website and Improvement, Re-designing and Securing of the Department of Health Intranet	Feedback via phone call: DOH is very satisfied with the services rendered by Asiagate Networks, Inc. for the DOH Website and Intranet. Asiagate is still very accommodating and reachable even after the service contract.

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BCDA RECORDS MANAGEMENT

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Bases Conversion and Development Authority
CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

		2. Mr. Mark Reblora Company: National Nutrition Council Contact No. 09266694000/Tel. No. 8843-5824 Projects: Consultancy Services for the Development of an Electronic and Systematic Reporting System for the Early Childhood Care and Development in the First 1000 days (ECCD F1K) Program	Feedback via phone call: Very satisfied with the services rendered by Asiagate Networks, Inc and was able to deliver on a timely manner.
		3. Ms Joan Marie Sison Company: Dangerous Drugs Board Contact No. 09985623571/Tel. No. 8929-1753 Projects: Consultancy Services for the Drug Information Portal (DIP) Phase 2	Feedback via phone call: Asiagate accomplished their deliverables on time. DDB's experience with them is good. Asiagate is accommodating and receptive to changes.
14	Certification of Compliance with Labor Laws	SSS Membership with Employer ID No. 03-9133532-9 with record of contribution (as of January 2020) Pagibig Registration with Employer No. 200932110002 with remittances (as of September 2019) Philhealth Employer's ID No. 200276306957 with remittances for contributions (as of January 2020)	Validated
Financial Requirements			
15	Audited Financial Statements	Financial Statement for the year ended 2019 Audited by Dominena Raña-Lopez., with Report dated April 8, 2018 and received by BIR Rev Region No. 8 – Makati RDO No. 47 on April 23, 2018	Validated
16	Summary of Cost	Original Financial Proposal Form signed by Ms. Liza A. de los Reyes as Authorized Representative	Submitted
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BCDA RECORDS MANAGEMENT

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POST QUALIFICATION REPORT

6. Findings:

Responsive

Non-Responsive

Prepared by:

TECHNICAL WORKING GROUP



VERGEL Q. PARAS
Head



JAYVEE L. LANCIOLA
Member



ANA TRINA A. SULIT
Provisional Member



CORNELIO MARTIN
Provisional Member



MARK REY DG. BATONGHINOG
Member

on Maternity Leave

MICHELLE S. SAN JUAN-DE VERA
Provisional Member



BENJAMIN A. ABELLA III
Provisional Member

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CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

- | | | |
|-------------------------------------|---|---|
| 1. Name of Consultant | : | ASIAGATE NETWORKS, INC. |
| 2. Rank in the List of Bids | : | Highest Rated Bid |
| 3. Bid Amount | : | Php1,498,830.07 (inclusive of all taxes and fees) |
| 4. Approved Budget for the Contract | : | Php1,500,000.00 (inclusive of all taxes and fees) |
| 5. Period of Post-Qualification | : | |

	REQUIREMENTS	REFERENCE (Parties Consulted/ Documents Reviewed)	FINDINGS/REMARKS
Legal and Technical Requirements			
1	SEC Registration	Company SEC Registration: A1998-13880 Date of Registration: October 6, 1998 Amended Articles of Incorporation: March 8, 2019	Validated
2	Business Permit	Permit No. 48934 valid until December 31, 2020	Validated
3	Tax Identification Number	Tax ID No.: 203-390-948-000	Validated with Certificate of Registration Reg. date: 23 September 1999
4	Tax Clearance	Date Issued: February 21, 2020 Valid until February 21, 2021 TCC # NO.: 08A-047-02-21-0169-2020	Validated
5	Income Tax Return (ITR) – BIR Form 1702 - RT BIR Form No. 2550M (January 2020)	2018 ITR: Received by BIR Rev. Region No. 8 Makati on April 30, 2019 Filing Reference No.: 121900029998789 Date Filed: April 14, 2019 Filing Reference No.: 092000036526326 Date Filed: June 22, 2020	Validated
6	PhilGEPS Registration	PhilGEPS Certificate Reg No.: 2006-31873 Certificate Ref No.: 20060911088892507738 Registered on September 11, 2006 Valid until April 29, 2021 (Platinum Membership)	Validated

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CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, AND MAINTENANCE OF THE NEW CLARK CITY WEBSITE

POST QUALIFICATION REPORT

7	Completed and on-going contracts	COMPLETED PROJECTS	Validated with Certificate of Acceptance – October 19, 2020
		1. Hiring of Consultancy Services for the Development of an Electronic and Systematic Reporting System for the Early Childhood Care and Development in the First 1000Days (ECCD F1K Program)	
		2. Maintenance and Support for the LANDBANK Website	OR Numbers 0010633, 0010615, 0010626, 0010663, 0010667
		3. Maintenance of Department of Health Intranet	Validated with certificate of acceptance/ project completion and satisfactory performance.
		4. Bounty Agro Ventures Inc. Supplier Portal	OR Numbers 0010539, 0010586, 0010621, 0010650
		5. Consultancy Services for the Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 3	OR Numbers 0010558, 0010556, 0010557,
		6. Consultancy Services for the Drug Information Portal (DIP) Phase 2	OR Numbers 0010553, 0010555, 0010554
		7. Maintenance and Support Services for the CIAP Website, Contractors Licensing Registration System (CLIRS), Contractors General Information System (CGIS), Contractors Performance Information System (CPIS), Cashiering (CS)	OR Number 0010524, 0010549, 0010550, 0010529,
		8. Study on Policies and Processes for Case Management and Development of Legal Electronic National Case Management System - DepEd	Validated with certificate of acceptance
		9. Consulting Services for the System Development of the NEDA Central Support Office – Information System (NCSO-IS)	OR Number 9840, 9848, 0010510, 0010552, 0010576, 0010599, 0010611, 0010640
		10. Procurement of Server System Development Consultant (Youth Management Information System) (YMIS) – National Youth Commission	Validated with OR Nos 9847, 0010503, 9816, 9822, 9834, 9844
		11. Procurement of Software Development of Investigation and Case Management System (ICMS)	Validated with certificate of acceptance/ project completion and satisfactory performance
		12. Consulting Services on the Development of PSR Collaboration and Information Handling System- One (1) Lot	OR Number 0010664, 9838, 9828, 9807, 9805
13. Integrated Drug Monitoring and Reporting Information System (IDMRIS) Phase 2 and	Validated with certificate of acceptance/ project		

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	Regulatory Compliance Information System (RCIS) – DDB	completion and satisfactory performance
	14. Drug Information Portal (DIP) - DDB	Validated with certificate of acceptance/ project completion and satisfactory performance
	15. Procurement of Design and Development of PRC Website	Validated with certificate of acceptance/ project completion and satisfactory performance
	16. Enhancement of the Environment and Natural Resources Data Management Tool (ENRDMT) on Revenues and Expenditures at the Local Government Level	Validated with official receipts
	17. Procurement of Consulting Services for the System Enhancement of the Integrated Drug Testing Operations and Management Information System (IDTOMIS) -Rebid	OR 0010646
	18. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program – Information Technology Team – Capacity Development for Planning, Budgeting, and Resource Mobilization. LEARN for PFMAT	Validated with certificate of acceptance/ project completion and satisfactory performance
	19. Development of e-Case Tracking System-National Labor Relations Commission	Validated with certificate of acceptance/ project completion and satisfactory performance
	20. Redesign and Integration of the Gender Mainstreaming Monitoring System (GMMS) GAD Resource Pool Database (GRPD)	Validated with certificate of acceptance/ project completion and satisfactory performance
	21. Software Development of Integrated Drug Monitoring and Reporting Information System (IDMRIS)	Validated with certificate of acceptance/ project completion and satisfactory performance
	22. Consulting Services for the BCDA Intranet Enhancements	OR Number 9716
	23. Consultancy Services for the Development of Personnel Transaction Information System	Validated with certificate of project completion
	24. Development of the Knowledge Management Information System	Validated with certificate of acceptance/ project completion and satisfactory performance August 14, 2017

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POST QUALIFICATION REPORT

		25. TA-8390 PH1: Local Government Finance and Fiscal Decentralization Reform Program, System Development ADB/DILG	Validated with certificate of acceptance/ project completion and satisfactory performance August 11, 2017
		26. Procurement of Systems Developer Service for the Development of Various Information Systems, Acquisition of Hardware and Software (CIAP 2)	OR Numbers 9710, 9741, 9719, 0010535, 9720, 9721, 9722, 9730, 9750, 0010536, 9781, 9782, 9773, 9774, 9815, 9837.
		27. Consultancy Services for the Development of Customer Relationship Management (CRM)- Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
		28. Procurement of Consulting Services for Systems Development for REM, HOA and Cases – Housing and Land Use Regulatory Board	Validated with certificate of acceptance / project completion and satisfactory performance.
		29. Systems Development: Enhancement and Improvement of the Computerized Fiscal Database Systems of LGU Oversight Agencies and Public Financial Management E-Tools for Local Government Units – DOF - BLGF	Validated with Project Final Report (Project warranty to end in Oct 2020)
		30. Procurement of eBudget for LGUs System	Validated with OR No. 9703 and 9726, and Provisional Acceptance Certificated issued on June 30, 2016
		31. Enhancement of the Violence Against Women Documentation System (VAWDocs) – Philippine Commission on Women	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
		32. Development of Gender Mainstreaming Monitoring System (GMMS) under the PCW-AECID Project	Validated with certificate of acceptance / project completion and satisfactory performance issued on November 23, 2015.
		33. Development of Training Information System (TIS) – Department of Health	Validated with certificate of acceptance / project completion and satisfactory performance.
		34. Governance Cluster Website and Project Monitoring System - DBM	Validated with certificate of acceptance / project completion and satisfactory performance issued on July 26, 2016.

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POST QUALIFICATION REPORT

		ON-GOING PROJECTS 1. Design and Development of HRMS - National Security Council	NTP
		2. Enhancement of Collaboration and Info Handling System and Design and Development of Mapping Module - National Security Council	NTP
		3. Southeast Asia Public Management, Financial Sector and Trade Policy Facility- Firm (ePERA System) - ADB	NTP
		4. Analysis, Design Development, Deployment and Pilot Rollout of HRIS with the following sub-systems: Attendance Monitoring and Payroll System (AMPS) Personnel Management Information Systems (PMIS) and Equipment Supplies Inventory System (ESIS) - CHED	NTP
		5. Web-Based Human Resource Management Information System – Philippine Information Agency	NTP
8	Availability of Equipment	Inspection of Office Facilities & Equipment	Validated Fully Equipped
9	Bidder's technical competence, experience and staff capabilities	CVs of Proposed Team	Submitted CVs signed by each of the nominated key personnel and Ms. Liza A. de los Reyes as Authorized Representative.
10	Bidder's Citizenship	100% Filipino-owned; Original Articles of Incorporation	Validated with SEC Registered Articles of Incorporation
11	Bid Security	Bid Securing Declaration in prescribed form signed by Ms. Liza A. de los Reyes as Authorized Representative.	Submitted
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