

**CONTRACT FOR CONSULTING SERVICES  
FOR THE APPRAISAL OF THE 33.13-HECTARE BONIFACIO SOUTH POINTE  
PROPERTY**

**THE PUBLIC IS INFORMED:**

This **CONTRACT** is executed between:

The **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, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street Crescent Park West, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President, **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 **COLLIERS INTERNATIONAL PHILIPPINES, INC.**, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 11F Frabelle Business Center, 111 Rada Street, Legaspi Village, Makati City, represented herein by its Senior Manager, **HAROLD ERWIN CRUZ**, duly authorized for this purpose as evidenced by a *Secretary's Certificate* dated 04 June 2018, 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**

BCDA is mandated under Republic Act No. 7227, as amended by Republic Act 7917, to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps; and to apply said funds to the development and conversion into alternative productive uses of these properties.

Pursuant to this mandate, BCDA, in partnership with the private sector, is actively pursuing the development of its properties. Hence, BCDA needs to ascertain the current market value of the 33.13-hectare Bonifacio South Pointe Property located in Fort Bonifacio, Taguig City .

The technical expertise required by the said task is not within the capabilities of BCDA's personnel. In order to fulfill the said purpose, BCDA needs to procure the services of a Consultant possessing the necessary expertise to perform the said task.

BCDA decided to procure the said consultancy services under Section 53.9 of the revised IRR of RA 9184 through Small Value Procurement since the total project cost is less than the prescribed threshold of PhP1,000,000 for Government Owned and Controlled Corporations (GOCCs).

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In compliance with Annex "H" of RA 9184, which is the Consolidated Guidelines for the Alternative Methods of Procurement, BCDA's Land and Assets Development Department (LADD) requested the authority from the Bids and Awards Committee for Consultancy (BAC-C) to delegate to LADD the procurement of the consultancy services for the appraisal of the subject properties. A copy of the BAC-C Resolution BC-2018-021 is hereto annexed as **Annex "C"**;

A Request for Proposal (RFQ) was sent to three (3) consultants of known qualifications. The said RFQ was also posted to the websites of PhilGEPS and BCDA;

The CONSULTANT was the only proponent who submitted its qualifications and proposal to perform the appraisal services and which communicated its willingness to provide the necessary expertise to BCDA before 1:00 pm of 04 June 2018, the set deadline for the submission of proposal;

After thorough evaluation, validation and verification of the proposal submitted, it was found that the CONSULTANT is competent and qualified to provide the consultancy services required by BCDA;

**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:

### **SECTION 1. SPECIFIC UNDERTAKING**

The Consultant shall be engaged to render consulting services for BCDA. Specifically, the Consultant shall be required to conduct appraisal studies to ascertain the market value, land residual value, and prompt/quick sale value of the 33.13-hectare Bonifacio South Pointe property.

### **SECTION 2. OBJECTIVE OF THE CONSULTING SERVICES**

The Consulting Services required under the Terms of Reference (TOR) of this Contract shall be the determination of the Market Value, Land Residual Value, and Prompt/Quick Sale Value of the 33.13-hectare Bonifacio South Pointe property using the appropriate valuation methodologies.

### **SECTION 3. SCOPE OF SERVICES / DELIVERABLES**

The Consultant shall provide the following services:

- a. Conduct an ocular inspection / identification of the lot for appraisal;
- b. Undertake the valuation study of the lot for appraisal using the appropriate valuation methodology to determine the following:
  - Market Value (as if free and clear);
  - Market Value (Land Residual Value) considering the current Master Development Plan (MDP)
  - Prompt/Quick Sale Value



The Consultant shall take into consideration the following limitations in the determination of the value of the property:

(i) four (4) year-lag/delay in the development due to relocation and replication works of the military facilities fully occupying the property such that, from the developer's standpoint, the property cannot be developed during that period and the developer has to wait for the relocation and replication works to be completed; and

(ii) Supreme Court final decision on the property which directs that the competitive challenge on the 2010 SM Prime Holdings (SMPH) proposal be continued and where SMPH has a right to match any competitive challenge proposal -- this limits the developers' interest in the property because SMPH can just match their offer so as to acquire the property.

- c. Prepare and submit the draft appraisal report within twenty (10) calendar days from the receipt by the Consultant of the Notice to Proceed;
- d. Prepare the Final Report within two (2) calendar days from receipt of BCDA's comments (if any) on the draft report;
- e. The Consultant shall consult and coordinate with BCDA in the course of the performance of its obligations; and
- f. Fulfill all its obligations by using its technical expertise and in accordance with the highest professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence and prudence in the discharge of its duties under this Contract and shall always work in the best interest of BCDA. To attain these ends, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services.

#### **SECTION 4. TERM AND EFFECTIVITY**

4.1 The project shall be completed within twelve (12) calendar days from receipt by the Consultant of the Notice to Proceed.

4.2 The Project shall end upon receipt by the Consultant of a Certificate of Completion from the BCDA, upon the latter's approval of the former's final appraisal reports.

#### **SECTION 5. CONTRACT PRICE AND MANNER OF PAYMENT**

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 Hundred Forty Thousand Pesos (Php140,000.00)**, inclusive of applicable taxes and fees, to be paid upon submission to and approval by BCDA of the final appraisal report as evidenced by the issuance by BCDA of the Certificate of Completion.

## **SECTION 6. TERMINATION**

- 6.1 BCDA may, at any time, terminate this Contract by giving the Consultant a written notice at least seven (7) calendar days before the intended date of termination. Upon pre-termination of this Contract, a pro-rated settlement of services rendered by the Consultant only up to the date of the termination of the Contract shall be made. BCDA shall not be liable to pay for any costs accruing to the Consultant if the ground for the pre-termination of this Contract is the Consultant's failure to comply with its obligations.
- 6.2 BCDA reserves the right to cancel the Contract without necessity of judicial proceedings if, it determines that, the Consultant has:
- 6.2.1 violated any of the provisions, terms and conditions of this Contract;
  - 6.2.2 been found liable for committing acts constituting just or authorized causes for termination under the law; or
  - 6.2.3 been found liable for committing acts detrimental to BCDA and/or its Project.
- 6.3 BCDA shall notify the Consultant in writing of its failure to comply with the terms of the Contract. If the latter should fail to remedy the situation within five (5) calendar days from receipt of said notice, BCDA shall terminate the Contract by serving a written Notice of Termination.
- 6.4 Within the seven (7)-day period contemplated under Section 6.1 or five (5) days from receipt of the Notice of Termination under Section 6.3, the Consultant shall, without need of demand, turn over to BCDA all documents and records which had been prepared and/or acquired by the former in the course of the performance of the consultancy services.
- 6.5 Should the Consultant decide to leave the project for any reason, other than force majeure, which prevents it from performing the contracted services, the Consultant shall be liable for liquidated damages for breach of contract in an amount equivalent to ten percent (10%) of the total contract price. The termination of the contract by the Consultant shall be without prejudice to the obligation of the Consultant provided in Section 6.4.

## **SECTION 7. STANDARD OF SERVICES**

The Consultant shall fulfill its obligations under this Contract 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 its obligations 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 contracted services/undertakings.

The contracted 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 the completion of the subject undertaking. The Consultant shall conduct regular consultations with BCDA in the course of the performance of its obligations under the Contract.

## **SECTION 8. OWNERSHIP OF REPORTS AND DOCUMENTS**

Reports, maps, documents and materials compiled or prepared in the course of the performance of the contracted services shall be exclusive properties of BCDA and shall not be used by the Consultant for purposes unrelated to the Contract without the prior written approval of BCDA.

## **SECTION 9. CONFIDENTIALITY**

The Consultant warrants the full confidentiality of all information gathered for and given by **BCDA**, unless the latter indicates the contrary. The Consultant shall not disclose to any third party any communication and information disclosed to it for the purpose of this Contract. After the completion of the Contract, all materials, data, and other related documents provided must be returned to **BCDA**.

The Consultant shall not be enter into, directly or indirectly, any undertaking with any person or entity in competition with BCDA or having interest/s adverse to the interest of the latter. This prohibition shall subsist for a period of two (2) years after the expiration of the Contract.

The Consultant's breach of this confidentiality provision shall entitle BCDA to legal and other equitable remedies including but not limited to the immediate cancellation of this Contract and shall entitle BCDA for claims for damages and injunctive relief under the circumstances. BCDA may also elect to terminate further access by the Consultant to any data and information related to the Project/Contract.

This confidentiality of information shall survive the termination or conclusion of this Contract.

## **SECTION 10. FURTHER ASSURANCE**

Each Party shall, upon the request of the other, execute additional documents and do other acts or things which may reasonably be required to prosecute this Contract.

## **SECTION 11. NOTICES**

11.1 Any notice, approval, authorization or request required or permitted to be given or made under this Contract shall be made in writing, and shall be deemed duly given or made when it has been delivered by hand or sent by registered mail to the Party for whom it is intended at the said Party's address.

11.2 It shall be the obligation of the Consultant to inform BCDA in writing of any change of address within three (3) calendar days from such change. In case the Consultant fails to give the said notice, all such correspondences and papers sent to Consultant's last known address shall be considered received, even if not actually received by the Consultant.

## **SECTION 12. GENERAL TERMS AND CONDITIONS**

### **12.1 Independent Contractor**

The Contract of the Consultant with the BCDA is strictly and solely that of an independent contractor and no employer-employee relationship is hereby created or shall arise between the Consultant or its employees or agents and BCDA by reason or as a consequence thereof. As such, BCDA shall not be liable for any damage, injury or death caused to the Consultant's employees and agents or third persons. Sub-contracting is not allowed.

### **12.2 Alteration and Additional Works**

Revisions or additional works that become necessary due to the errors or fault of the Consultant or those which are necessary to comply with the requirements of the Contract shall be done by the Consultant at no additional cost to BCDA. Nevertheless, any variation of additional work items not included in the foregoing but which are proximate, appropriate and necessary shall be subject to, and covered by, a separate agreement by the Parties in writing and shall comply with the same requirements.

### **12.3 Delay and Force Majeure**

Any delay on the agreed completion date on account of either Party's failure to perform its obligations under this Contract shall not constitute default nor shall it give rise to any claim if such delay or failure is wholly attributable to force majeure, including acts of sabotage, war, armed invasion, revolution, insurrection, blockade, riot, declaration of national emergency, industry-wide strike, or any other cause beyond the reasonable control of either Party or which cannot be avoided despite their exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify the other Party in writing of the same and the obligations or part of the contracted services seen to be hampered by the said event. Immediately after such notification, the Parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect/s of the event; provided, that either Party shall be entitled to an extension of the relevant period set for the performance of the obligation affected by the event.

## **SECTION 13. LIQUIDATED DAMAGES**

Should the Consultant fail to perform its obligations within the period provided in provision 4.1 hereof, the Consultant shall pay to BCDA liquidated damages in the amount equivalent to one-tenth of one percent (0.01%) of the cost of the unperformed portion of the Contract for every day of delay.

## **SECTION 14. CONFLICT OF INTEREST**

The Consultant and its officers or staff who may be directly or indirectly associated with firms having interest/s in any projects of BCDA shall confine their roles therein to providing the contracted services and shall disqualify themselves and their affiliates from bidding for BCDA projects, products or services.

## **SECTION 15. CUMULATIVE RIGHTS**

All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative and none of them shall limit any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either Party.

## **SECTION 16. SETTLEMENT OF DISPUTES**

The Parties agree to resolve any dispute that may arise between them with respect to this Contract through amicable negotiation in good faith. If at any time during such negotiation one Party determines in good faith that the Parties cannot resolve the dispute through negotiation, that Party shall deliver a notice to the other Party of its intention to submit the dispute to arbitration in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", as amended. The arbitration shall be conducted in Metro Manila, Philippines. Should it be inevitable for the Parties to resolve the dispute in a court of law, the case shall be filed only in a court of competent jurisdiction in Taguig City, to the exclusion of all other courts of equal jurisdiction.

## **SECTION 17. INDEMNIFICATIONS**

The Consultant agrees to hold BCDA harmless and free from any and all liabilities, suits, actions, demands, or claims of whatever nature arising from death or injury to persons or properties resulting from any act or omission of the former's officer/s, employee/s, or agent/s in connection with its performance of the contracted services. The Consultant agrees to indemnify, protect, and defend at its own expense BCDA and its officer/s, employees/s, or agent/s from and against any and all such actions arising from any act or omission of the Consultant, its officer/s, employee/s, or agent/s in the course of its performance of the contracted services including those arising from the unsanctioned use of any copyrighted material or patented process, invention, or equipment.

## **SECTION 18. NON-WAIVER OF RIGHTS**

The failure of one Party to insist upon the strict performance of any term, condition, and covenant herein shall not be deemed a relinquishment or waiver of any right/remedy that said Party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. No waiver by any one Party or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by that Party.

## **SECTION 19. OGCC REVIEW**

The Pro-forma Contract for appraisal has been reviewed and approved by the Office of the Government Corporate Counsel (OGCC) in its OGCC Contract Review No. 197 dated 07 May 2018, and all its comments and suggestions have been incorporated in this Contract.

## **SECTION 20. AMENDMENTS**

No amendment, modification and alteration to this Contract shall be valid or binding on either Party unless stipulated in writing and executed with the same formality as this Contract.

**SECTION 21. SEPARABILITY**

BCDA and the Consultant hereby agree that should any of the terms and conditions or any provision of this Contract be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions or provisions of this Contract, which shall continue to be in full force and effect.

For purposes of the immediately preceding, the Parties hereby agree to amend or modify any provision of this Contract which has been declared invalid or contrary to law, to conform to the subject and objective thereof.

**SECTION 22. NON-TRANSFERABILITY OF RIGHTS AND DUTIES**

The Consultant shall not assign, transfer and subcontract, in whole or in part, its contractual duties and responsibilities to any person or entity without the prior written consent of BCDA. Any violation thereof shall constitute a breach of this Contract and shall be a cause for its immediate termination.

**SECTION 23. ANTI-CORRUPTION**

The Consultant shall:

- 23.1 Comply with all applicable laws, statutes, regulations criminalizing or curbing bribery and corruption and desist from engaging in any activity, practice or conduct which would constitute an offense under RA 3019 or the Anti-Graft and Corrupt Practices Act; and
- 23.2 Promptly report to BCDA any request or demand, which if complied with, would amount to a breach of either this Contract or RA 3019.

A breach of this clause shall be deemed a violation of this Contract, entitling BCDA to terminate the Contract under Section 6.2 hereof.

**SIGNED BY THE PARTIES** on \_\_\_\_\_ in Taguig City, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**COLLIERS INTERNATIONAL PHILIPPINES, INC.**

By:

By:

  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President

  
**HAROLD ERWIN CRUZ**  
Senior Manager

Signed in the presence of:

  
**RICHARD BRIAN M. CEPE**  
Head, LADD

\_\_\_\_\_



**ACKNOWLEDGMENT**

Republic of the Philippines)  
Taguig City ) ss.

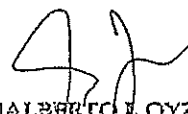
**BEFORE ME**, a Notary Public for and in Taguig City, personally appeared the following:

Name	Competent Evidence of Identity	Date of Issue / Expiry	Place of Issue
Aileen Anunciacion R. Zosa			
Harold Erwin Cruz			


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 JUN 13 2018 in Taguig City, Philippines.

Doc. no. 206  
Page no. 42  
Book no. 11  
Series of 2018.



**GUABERTO J. OYZON, JR.**  
Notary Public for Taguig City, Philippines  
Appointment No. 22, Until 31 December 2019  
2/F BTC 2<sup>nd</sup> St., BGC, Taguig City, 1634  
PTR No. A-3774071/Taguig City/16 January 2018  
Roll of Attorneys No. 48062/IBP Lifetime Member No. 04362  
MCLE Compliance No. V-0003517/14 January 2015

Republic of the Philippines Office of the President  <b>BCDA</b> Bases Conversion and Development Authority	<b>BASES CONVERSION AND DEVELOPMENT AUTHORITY</b>	Page No. Page 26
	<b>Manual of Approval</b>	Issue No. 002
		BOD Approval Date 22 Nov. 2017

No.	Item	Upon Recommendation of, thru EVP/COO
	of Consulting Services	
161	Disposal through public bidding of Movable Properties considered unserviceable and serviceable but no longer needed as well as scrap materials (including authority to enter into negotiated sale) with an agency Appraised Value of above ₱10 Million	Disposal Committee/BAC for Disposal of unserviceable properties
162	Annual Physical Inventory Report of movable properties	Annual Inventory Committee/PPMD

**FOR APPROVAL OF THE EXECUTIVE VICE PRESIDENT**

No.	Item	Upon Recommendation of
	<b>BUSINESS MANAGEMENT</b> (covers BCDA assets/properties and assets/properties under BCDA administration, supervision, and disposition)	
163	Permits and licenses for utilities requiring the approval of BCDA	BDOG Head
	<b>FINANCE MANAGEMENT</b>	
164	Realignment of budget ₱3 Million and below, summary of approved realignments shall be reported to BOD on a quarterly basis	BD Head/FSG Head
165	Request for issuance of Heritage Park Certificates	TID Head
	<b>LEGAL REVIEW</b>	
166	Transmittal letter to OGCC for Contract Review/Approval/Legal Opinion (Signing)	GC
	<b>SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING</b>	
167	Issuance of second letters for violations of the JV contract, COL and other business contracts	SAPMD Head
168	Communication to the Utility and Facility Operator in SCTEX on infractions, violations, and/or non-compliance (Signing)	SAPMD Head
	<b>CORPORATE AFFAIRS</b>	
169	Corporate Social Responsibility (CSR) Projects with a budget of below ₱500,000.00	CSG head
	<b>ADMINISTRATIVE MATTERS</b>	
170	Authority to pay/release regular BCDA benefits/incentives and benefits/incentives authorized by regulatory authorities/agencies (alternate of PCEO)	CSG Head

CERTIFIED TRUE COPY

TINA ROSE R. VILLA

<p style="text-align: center;">Republic of the Philippines Office of the President</p> <p style="text-align: center;"><b>BCDA</b><sup>®</sup> Bases Conversion and Development Authority</p>	<p><b>BASES CONVERSION AND DEVELOPMENT AUTHORITY</b></p>	<p>Page No. Page 27</p>
	<p><b>Manual of Approval</b></p>	<p>Issue No. 002</p>
		<p>BOD Approval Date 22 Nov. 2017</p>

No.	Item	Upon Recommendation of
171	Vacation/Sick/Privilege Leave, within the Philippines for 15 days or more for all positions	Concerned Department Head through ODMD and CSG Head
172	Vehicle assignment/deployment to a particular office; use of vehicle to an office or entity, government or private, internal or external	CSG Head
173	Rehabilitation Leave on job-related injuries for all positions	CSG Head
174	Conduct of seminars, trainings, team building, and physical fitness activities	CSG Head
175	Request for new provision of mobile data or wi-fi as well as post-paid line and cellcard for ranks SG 24 and below	Concerned Group Head
176	Filing/Submission of claims for Directors and Officers Liability Fund (DOLF)	DOLF Committee (based on DOLF policy)
177	Performance Ratings of Group Heads, subject to review by P/CEO	
178	<p>Procurement covered by R.A. 9184 and its revised IRR for Goods with an ABC of above ₱1 Million to ₱10 Million and below as well as for Consulting Services and Infrastructure with an ABC of ₱10 Million and below:</p> <ul style="list-style-type: none"> <li>a. Authority to procure</li> <li>b. Approved budget for the contract (ABC)</li> <li>c. Terms of Reference (TOR)</li> <li>d. Award of Contract</li> <li>e. BAC Resolution on re-bidding, authority to enter into negotiated procurement, use of alternative methods of procurement and delegation of authority to the concerned end-user or to the Procurement Division (involving goods) to process procurement using the allowed alternative methods of procurement, if applicable</li> <li>f. BAC Resolution on the ranking of shortlisted bidder/s and declaration of highest rated bid (HRB) for the procurement of Consulting Services with an ABC of ₱10 Million and below</li> <li>g. Contract</li> <li>h. Cancellation/termination of procurement, award, or contract</li> <li>i. Amendment to Order above ₱1 Million to ₱10 Million and below for Goods</li> </ul>	<p>Group Head of end-user (a, b, c, g, h, i, and j)</p> <p>BAC (d, e, f, and h)</p>

**CERTIFIED TRUE COPY**

MAY 18 2018

**TINA ROSE R. VILLA**

RECORDS MANAGEMENT OFFICER IV

SECRETARY'S CERTIFICATE

I, Edmundo Macaraeg, Filipino, of legal age, married, resident of Dasmariñas City, Philippines, being the Corporate Secretary of COLLIERS INTERNATIONAL PHILIPPINES, INC., a stock corporation formed, organized and existing under the laws of the Republic of the Philippines, with Securities and Exchange Commission Reg. No. 177201, created for the primary purpose of engaging in the business of realty brokerage, with principal office at 11/F Frabelle Business Center, 111 Rada Street, Legaspi Village, Makati City, Philippines 1229, hereby certify that on 14 March 2018, at the meeting of the Board of Directors held at the 11/F Frabelle Business Center, 111 Rada Street, Legaspi Village, Makati City, Philippines 1229, the following resolution was duly and properly approved, upon compliance with the notice and quorum requirements, which resolution remains in full force and effect, not having been amended nor repealed as of this date:

Resolution No. NA, Series of 2018

“Resolved, that **COLLIERS INTERNATIONAL PHILIPPINES, INC.** (“Corporation”) be authorized to negotiate, execute, implement and consummate contracts, in the ordinary course of business; to exercise or perform any act, power, duty, right, or obligation whatsoever that the Corporation now has, or may hereafter acquire the legal right or power, regarding any item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever, in relation to the ordinary transaction of its business.

“Resolved, that the Vice President and/or the Managing Director of the Corporation, be authorized singly and individually, to negotiate and enter into contracts, secure rights and assume obligations, execute and sign documents, and perform any and all other acts necessary or convenient to implement the foregoing, under such terms and conditions as he/she may deem reasonable under the premises.

“Resolved, that the Vice President and/or the Managing Director of the Corporation, be vested with full power and authority to appoint a substitute to perform any of the acts said officer is by this resolution authorized to perform, with the right to revoke such appointment or substitute at pleasure, with full power of substitution or revocation, hereby ratifying and confirming all that said officer, or his/her substitute or substitutes, shall lawfully do or cause to be done by virtue of this resolution and the rights and powers herein granted.

“Resolved, that all rights, powers and authority of said officer to exercise any and all rights and powers herein granted shall commence and be in full force and effect on this day and such rights, powers and authority shall remain in full force and effect thereafter until expressly or impliedly revoked by the Board, but the cessation of the authority herein granted shall not affect any act therefore done in exercise hereof.

“Resolved, that the present resolutions shall take effect immediately, and that any and all previous resolutions inconsistent with the foregoing be, as they are hereby, revoked and cancelled.




“Resolved, that nothing herein shall be construed to authorize the said officer to perform acts which require the approval of the stockholders, the filling of vacancies in the board, the amendment or repeal of by-laws or the adoption of new by-laws, the amendment or repeal of any resolution of the board which by its express terms is not so amenable or repealable, or a distribution of cash dividends to the stockholders.”

I further certify that in accordance with the foregoing resolutions, the Vice-President **David Andrew Young** and Managing Director **Ricardo Raymundo**, as the authorized representatives of the Corporation, have appointed as their substitute and delegated corporate authority to **Harold Erwin Cruz**, Senior Manager of Valuation and Advisory Services to act as the representative of the Corporation, to make, sign, execute, deliver and receive contracts, agreements, any and all documents and other writings of whatever nature or kind, and execute and perform any and all legal acts necessary, to bid in providing appraisal services to Bases Conversion and Development Authority (“BCDA”) on its 33 hectares properties in Taguig City.

  
**Edmundo Macaraeg**  
Corporate Secretary

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

 SUBSCRIBED AND SWORN TO before me this 4<sup>th</sup> June 2018 affiant exhibiting to me his Professional Regulation Commission License ID No. 0080390 valid up to 28<sup>th</sup> of February 2020.

Doc. No. 60 ;  
Page No. 13 ;  
Book No. XIX ;  
Series of 2018.

  
MA. ESMERALDA R. CUNANAN

Notary Public

Until December 31, 2019

App. No. M-41 (2018-2019) Attorney's Roll No. 34562

MCTE Compliance No. V1-000819674-23-2018

PTR No. 6607917/1-3-2018/Makati City

IBP Lifetime Member Roll No. 05413

Ground Level, Dela Rosa Carpark 1

Dela Rosa St, Legaspi Village,

Makati City



**BAC-C Resolution No. BC-2018-021**

**NEGOTIATED PROCUREMENT THROUGH SMALL VALUE PROCUREMENT**

**Consulting Services for the Appraisal of Bonifacio South Pointe Property**

**WHEREAS**, the Land and Asset Development Department (LADD), in its letter dated May 28, 2018, endorsed to the Bids and Awards Committee for Consulting Services (BAC-C), the procurement of the services of a Consultant to conduct the appraisal of the 33.31 hectare Bonifacio South Pointe property in Fort Bonifacio, Taguig City and its request to delegate the authority to procure to the LADD, in accordance with the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the Government Procurement Reform Law (Annex A);

**WHEREAS**, the BCDA Management instructed the LADD to conduct the appraisal of the subject property to validate the 2017 appraisal values made by Asian Appraisal Company, Inc. and to determine the following:

- Market Value (as if free and clear);
- Market Value (Land Residual Value) considering the current Master Development Plan (MDP);
- Prompt/Quick Sale Value

**WHEREAS**, Section 53.9 of the Revised IRR of RA 9184 allows the procuring entity to resort to Alternative Methods of Procurement, specifically Small Value Procurement where the procurement does not fall under Shopping of Section 52 of the Revised IRR and the amount involved does not exceed the thresholds prescribed in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Revised IRR in the amount of One Million Pesos (Php1,000,000.00) for NGAs, GOCCs, GFIs, SUCs and Autonomous Regional Government;

**WHEREAS**, the approved budget for the abovementioned consulting services with a term of 12 days is **Pesos: One Hundred Fifty Thousand (Php 150,000.00)**, inclusive of all applicable taxes and fees;

**WHEREAS**, pursuant to Annex H, Section J, Delegation of Authority states that, "the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may be delegated to the End-user unit or any other appropriate bureau, committee, or support unit duly authorized by the BAC through a Resolution approved by the HOPE."

**NOW, THEREFORE**, the BAC-C resolve, as it is hereby resolved:

1. To recommend the procurement of Consulting Services for the Appraisal of Bonifacio South Pointe Property using the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;

2. To delegate the procurement of said consulting services to the LADD, pursuant to Annex H, Section J of the Revised IRR under Delegation of Authority;
3. To direct the end user to request for the issuance of the Certificate of Funds Availability (CFA) for the procurement prior to the award of the contract;
4. To direct the end-user to furnish the BAC-C Secretariat copies of the duly conformed Notice of Award and Notice to Proceed as well as the executed contract, and all supporting documents pursuant to the procurement; and
5. To direct the end-user to report to the BAC-C the result of the procurement process within 10 days in the event that the procurement of said consulting services fails.


Done in Taguig City, this 30th day of May 2018.

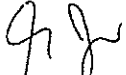
**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

  
**JOSHUA M. BINGCANG**  
Chairperson

  
**JOANNA EILEEN M. CAPONES**  
Vice-Chairperson

  
**HEDDA LOURDES Y. RULONA**  
Member

  
**VIRGIL M. ALVAREZ**  
Member

  
**GUALBERTO J. OYZON, JR.**  
Member

Approved by:

  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President