	BASES CONVERSION AND DEVELOPMENT AUTHORITY	Page No. Page 26
	Manual of Approval	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 P10 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
	BUSINESS MANAGEMENT (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
	FINANCE MANAGEMENT	
164	Realignment of budget P3 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
	LEGAL REVIEW	
166	Transmittal letter to OGCC for Contract Review/Approval/Legal Opinion (Signing)	GC
	SUBSIDIARIES, AFFILIATES, AND PROJECTS MONITORING	
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
	CORPORATE AFFAIRS	
169	Corporate Social Responsibility (CSR) Projects with a budget of below P500,000.00	CSG head
	ADMINISTRATIVE MATTERS	
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

ARISTOTLE GUERRERO
BCDA RECORDS MANAGEMENT
OCT 08 2018

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	BASES CONVERSION AND DEVELOPMENT AUTHORITY	Page No. Page 27
	Manual of Approval	Issue No. 002
		BOD Approval Date 22 Nov. 2017

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"> a. Authority to procure b. Approved budget for the contract (ABC) c. Terms of Reference (TOR) d. Award of Contract 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 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 g. Contract h. Cancellation/termination of procurement, award, or contract i. Amendment to Order above ₱1 Million to ₱10 Million and below for Goods 	<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

ARISTOTELE GUERRERO
BODA CHIEF OF MANAGEMENT

OCT 08 2018

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SECRETARY'S CERTIFICATE

I, Edmundo Macaraeg, Filipino, of legal age, married, resident of Dasmarinas 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, 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 provide professional services for the appraisal of the properties (i.e., land and structures) to be affected by the New Clark City (NCC) Access Road Projects and other Properties for Disposition and/or Development of the Bases Conversion and Development Authority (BCDA).

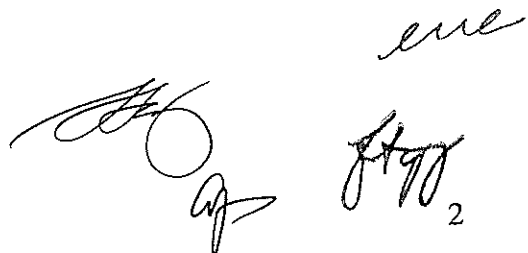

Edmundo Macaraeg
Corporate Secretary

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

SUBSCRIBED AND SWORN TO before me this 20th September 2018 affiant exhibiting to me his Professional Regulation Commission License ID No. 0080390 valid up to 28th of February 2020.

Doc. No. 484 ;
Page No. 98 ;
Book No. XVI ;
Series of 2018.


MA. ESTERALDA R. CUNANAN
Notary Public
Until December 31, 2019
Appt. No. M-41 (2018-2019) Attorney's Roll No. 34562
MCLE Compliance No. V1-0008196/4-23-2018
PTR No. 6607917/1-3-2018/Makati City
IBP Lifetime Member Roll No. 05413
Ground Level, Oak Rosa Carpark I
Pala Ngay St., Laguna Village,
Makati City


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af
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PROPERTIES FOR APPRAISAL

1. **Private Properties (Lands and Structures)** that will be affected by the NCC access road projects.

For structures : **Replacement Cost** of existing private structures and improvements
 ▪ approx. 150 Informal Settlers structures

For Land : **Market Value**
 ▪ NCC to Airport Access Road (approx. 4.7 km @ 68m wide)
 ▪ McArthur to SCTEx (approx. 5.0 km @ 60m wide)

2. **New Clark City** (Province of Tarlac)

Property / Lot ID	Area (sqm)	TCT No.
1 1-A	65,981,348.00	OCT No. 043-2016000070
2 1-D	21,226,246.00	untitled
3 1-E	2,051,687.00	OCT No. 043-2016000069
4 1-F	28,775.00	OCT No. 043-2016000067
5 1-G	418,322.00	OCT No. 043-2016000068
6 2	3,498,099.00	Untitled
7 19	488,172.00	Untitled
8 20	143,129.00	Untitled
Total	93,835,778.00	

Requirements : (a) **Market Value** on *as-is, where-is* basis of the New Clark City
 (b) **Market Value** and **Market Rent** based on the existing Master Development Plan for New Clark City (Land Residual Value)

3. **The approx.. 1,755-ha property subject of swap with Phil Army** (Province of Tarlac)

Requirement : **Market Value** and **Market Rent** on *as-is, where-is* basis

4. **AIM / Igorot Lodge in John Hay** (Baguio City)

Requirements : (a) **Market Value** and **Market Rent** of land and structures of AIM/Igorot Lodge;
 (b) **Leasehold Value** of AIM/Igorot Lodge at 25-year and 50-year lease terms;

5. **Camps Atienza and Melchor** (Libis, Quezon City)

Requirement : **Market Value and Market Rent of the Land**

	Property / Lot ID	Area (sqm)	TCT No.
1	Lot 49-C-2-A-1-A	8,181	004-2015005644
2	Lot 1-A	18,704	Untitled (w/SP Application)
3	Lot 1-B	738	Untitled (w/SP Application)
4	2-A	4,583	004-201413316
5	2-C	71	004-201413318
6	2-E	4,001	004-201413320
7	2-G	2,792	004-201413322
8	2-H	116	004-201413323
	Total	39,186	

6. Portions of Fort Bonifacio Properties:

a. Commercial Area in Pamayanang Diego Silang (Ususan, Taguig City)

Requirement : **Market Value and Market Rent**

	Property / Lot ID	Area (sqm)	TCT No.
1	Lot 28-l	350	28686
2	Lot 1	3,000	28659
3	Portion of Lot 21	504	28679
4	Lot 2	1,507	28660
	Total	5,361	

b. Approx. 59-hectare BHIT Park

Requirement : **Market Value and Market Rent**
Leasehold Value for 25-yr and 50-yr Lease Terms

c. 5,000-sqm property along Lawton Avenue adjacent to Mckinley West

Requirement : **Market Value and Market Rent**

d. Eastgate Property

Requirement : **Market Value and Accommodation Value**

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e. Heritage Park investment Certificates (HPIC)

Requirement : **Market Value** of each type of HPIC

Type of HPIC		Inventory
1	Companion Niche	91
2	Companion Garden	216
3	Headstone Lawn	220
4	Private Memorial Estate	45
5	Estate (12-Plots)	7
6	Walled Estate Lot (3 - Plots)	15
7	Walled Estate Lot (5 - Plots)	7
8	Garden	203
9	Family Garden (2-Plots)	156
10	Family Garden (4-Plots)	21
11	Columbarium	146
12	Lawn	12
13	Small Plot	3,580
14	Companion Garden	178
15	Family Garden	28
Total		4,925

7. **Portions of NAMRIA and Philippine Army properties** that will be affected by the construction of Bonifacio Grand Boulevard and the expansion of the Lawton Road.

Requirement : **Market Value**

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BAC-C RESOLUTION NO. 034

**NEGOTIATED PROCUREMENT
THROUGH SMALL VALUE PROCUREMENT**

**Consulting Services for the Appraisal of Properties to be Affected by the NCC Access
Road Projects and Other Properties for Disposition and/or Development**

WHEREAS, the Land and Assets Development Department (LADD), in its letter dated 03 September 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 properties (land and structures) that will be affected by the NCC Access Road Projects and other properties for disposition and/or development;

WHEREAS, on 04 September 2018, LADD presented to the BAC-C the details of the appraisal project, i.e., the need to determine the current Market Value and/or Market Rent and/or Leasehold Value and/or Accommodation Value and/or Replacement Cost of the properties listed below:

1. Properties (land and structures) that will be affected by the NCC Access Road Projects
2. Various properties for disposition and/or development:
 - a. New Clark City (Clark Special Economic Zone (CSEZ))
 - b. 1,755-ha area subject of swap with Philippine Army (CSEZ)
 - c. AIM/Igorot Lodge Area (John Hay, Baguio City)
 - d. Camps Atienza and Melchor (Libis, Quezon City)
 - e. Portions of Fort Bonifacio Properties (Taguig City)
3. Portions of NAMRIA and Philippine Army Properties in Fort Bonifacio, Taguig City that will be affected by the construction of the proposed Bonifacio Grand Boulevard and Lawton Road Widening projects;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act", allows the procuring entity to resort to 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 President and CEO of BCDA approved the procurement of the said consulting service with an Approved Budget for the Contract (ABC) in the amount of Pesos: **Nine Hundred Eleven Thousand and 00/100 (PhP 911,000.00)**, inclusive of all applicable taxes, fees and other charges due to government, to be completed within sixty (60) calendar days;

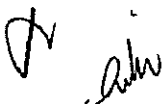
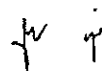
WHEREAS, pursuant to Annex H, Section J, Delegation of Authority, of the Revised IRR, *“the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may be delegated to the End-user unit or any other appropriate bureau, committee,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

WHEREAS, after careful evaluation, the BAC-C finds merit on the recommendation of the LADD for the procurement of consulting services for the Appraisal of Properties to be Affected by the NCC Access Road and Other Properties for Disposition and/or Development, through Small Value Procurement pursuant to Section 53.9 of the IRR of RA 9184 and its request for delegated authority to undertake the procurement;

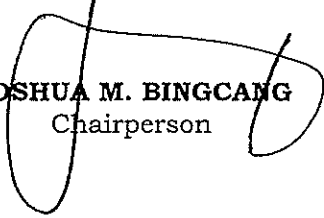
NOW, THEREFORE, we, the members of the Bids and Awards Committee for Consulting Services, hereby RESOLVE, as it is hereby RESOLVED to:

1. RECOMMEND the procurement of the consulting services for the Appraisal of Properties to be Affected by the NCC Access Road and Other Properties for Disposition and/or Development, through the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;
2. DELEGATE the procurement of the aforesaid consulting services to the LADD subject to compliance with the applicable provisions of RA 9184 and the Revised IRR;
3. 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. DIRECT the LADD to furnish the BAC-C a copy of the timetable of the procurement activities;
5. DIRECT the end-user to furnish the BAC-C copies of the duly conformed Notice of Award and Notice to Proceed as well as the executed Contract within ten (10) days from execution of the document;
6. DIRECT the end-user to report to the BAC-C, through a memo, the result of the procurement process within a period of 15 days from the determination that the procurement has succeeded or failed; and
7. DIRECT the end-user to submit to the BAC-C, an evaluation of the performance of the Consultant at the end of the contract.

Done in Taguig City this 6th Day of September 2018.



BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES


JOSHUA M. BINGCANG
Chairperson


JOANNA EILEEN M. CAPONES
Vice-Chairperson


JOCELYN L. CANIONES
Member

ATTY. GUALBERTO D. OYZON
Member

On official business
VIRGIL M. ALVAREZ
Member

Approved by:

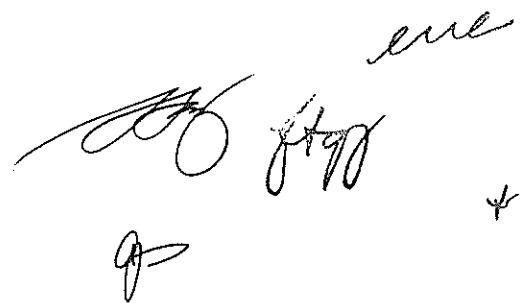

AILEEN ANUNCIACION R. ZOSA
Executive Vice President

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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.



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- (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

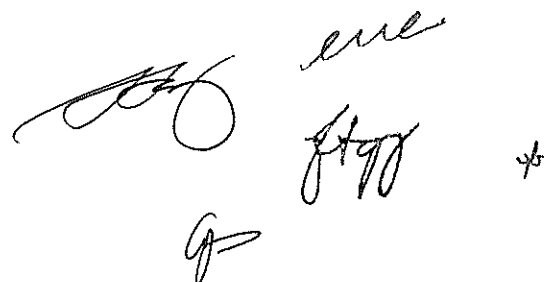
The headings shall not limit, alter or affect the meaning of this Contract.

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.



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

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

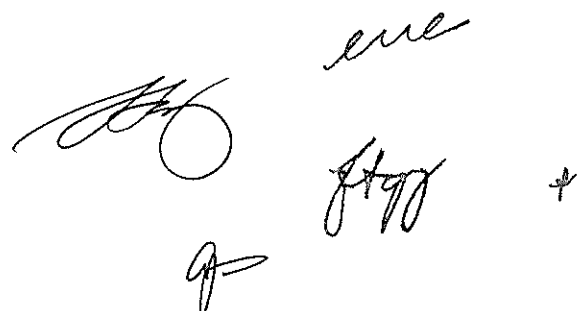
- 6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting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

7. Authority of Member in Charge

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

8. Resident Project Manager

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

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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

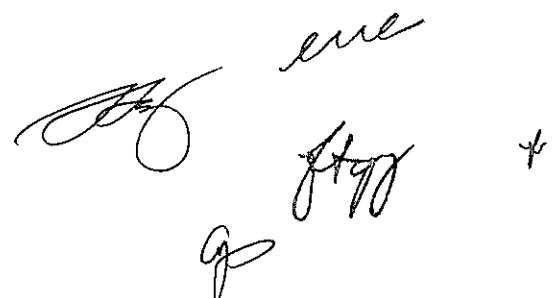
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

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

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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

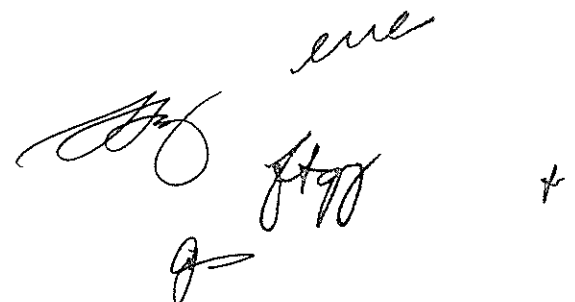
- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Consultant shall fulfill its obligations 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.

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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

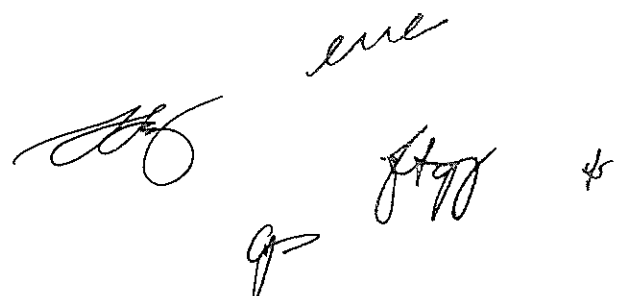
The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

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**.

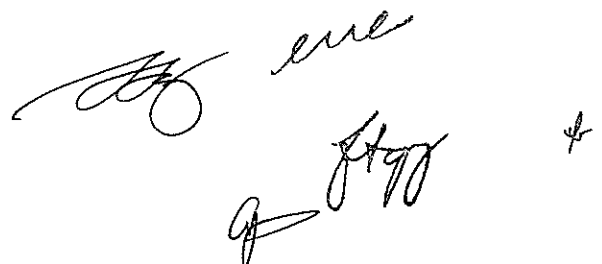
25. Force Majeure

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

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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

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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.

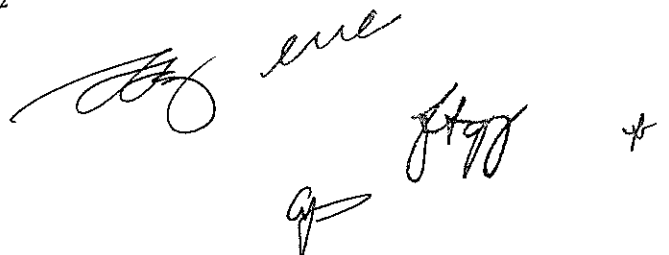
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 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

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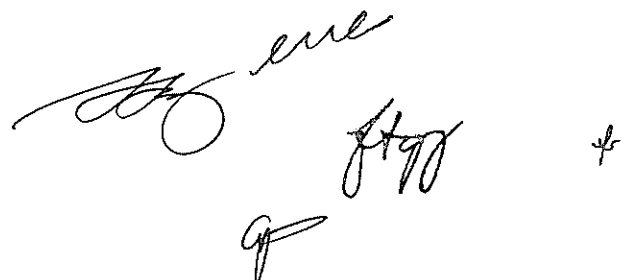
from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

- (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(a):
- (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

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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:

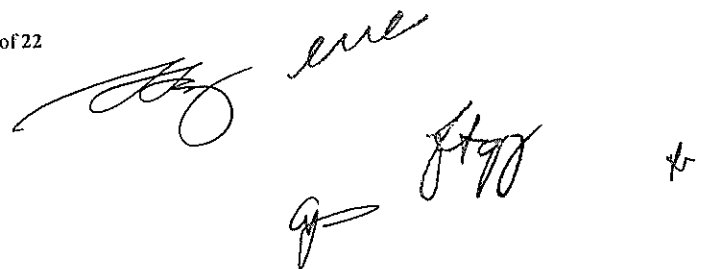
- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached 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) aforementioned, 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;

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- (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.

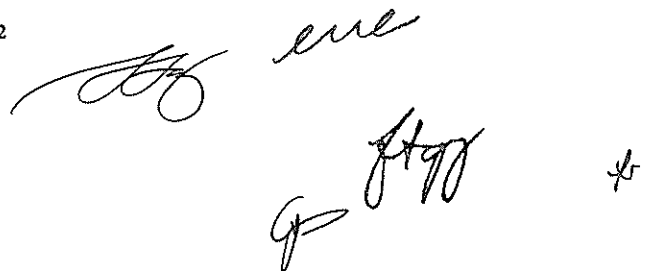
30. Cessation of Services

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.

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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:

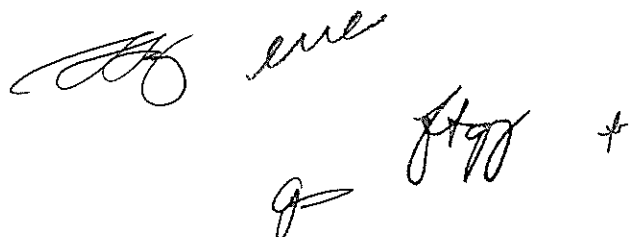
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** 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

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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

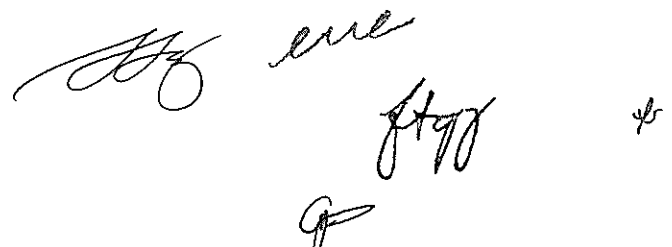
The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and 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:

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- (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

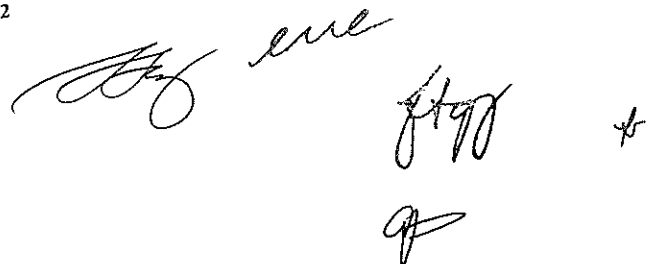
- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's 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**.

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- 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.

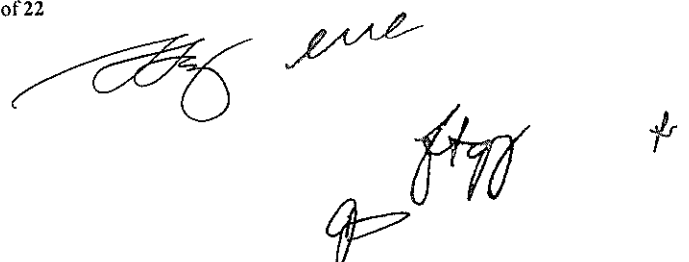
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41. Counterpart Personnel

- 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 32.2
- 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

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(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.

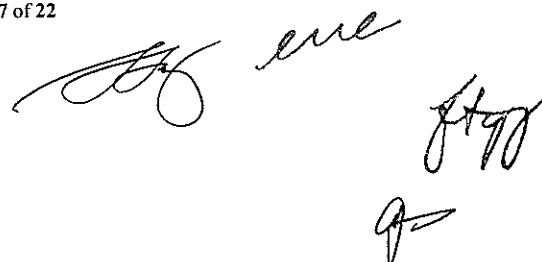
43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

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.

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46. Specifications and Designs

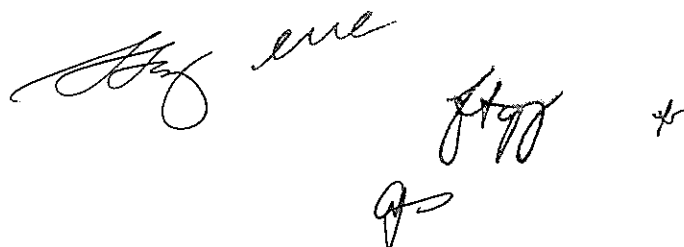
- 46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2 The Consultant shall ensure 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

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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.

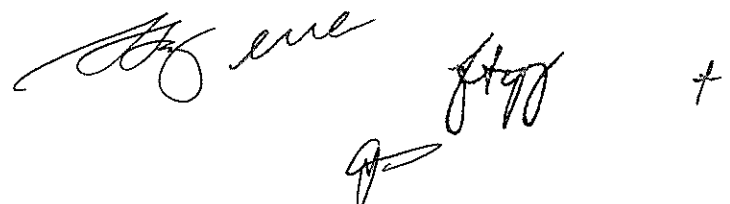
50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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

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

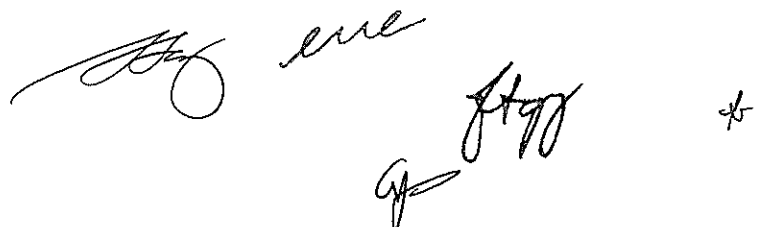
- 51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

52. Contract Cost

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

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity



acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

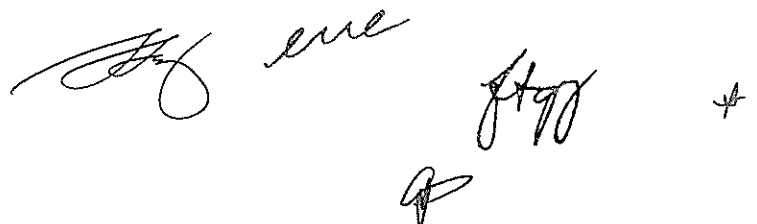
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

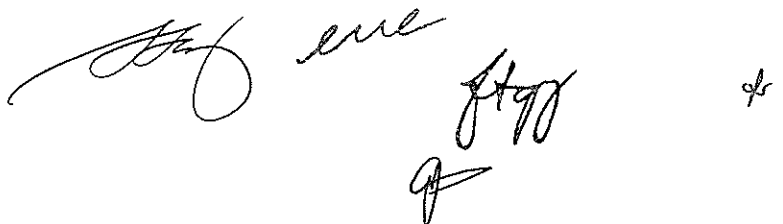
55. Lump Sum Contracts

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- 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 27.3 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.

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Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the Bases Conversion and Development (BCDA) 2018 corporate budget.</p>
6.2(b)	<p><i>NOTE: It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>For a period of one (1) year after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on 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. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	“Not applicable”.
8	The designated Team Leader shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>For the Consultant : HAROLD ERWIN CRUZ Designated Team Leader</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City</p>

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	<p>Attention : AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>Email Address: <u>arzosa@bcda.gov.ph</u></p> <p>Consultant: COLLIERS INTERNATION PHILIPPINES, INC 11F Frabella Business Center 111 Rada Street, Legaspi Village, Makati City</p> <p>Attention : HAROLD ERWIN CRUZ Designated Team Leader</p> <p>Email Address: <u>harold.cruz@colliers.com</u></p>
15.2	<p>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.</p> <p>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.</p>
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	<p>The project shall be completed within sixty (60) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>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.</p> <p><i>Please note that the period from the receipt by BCDA of the draft reports until the issuance by BCDA of the notice to finalize the reports is not included in the 60-day completion period.</i></p>

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34.2	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
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.
38.1(d)	None.
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is <i>Eight Ninety Thousand Pesos (Php890,000.00), inclusive of all applicable taxes and fees</i>
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not applicable.
53.5(a)	No advance payment is allowed.

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53.5(c)	The interest rate is <i>zero</i> .
54	BCDA shall pay the Consultant the Total Contract Price of Eight Hundred Ninety Thousand Pesos (Php890,000.00) , inclusive of applicable taxes and fees, to be paid upon submission to and approval by BCDA of the final appraisal reports as evidenced by the issuance by BCDA of the Certificate of Completion.
55.6	No further instructions.

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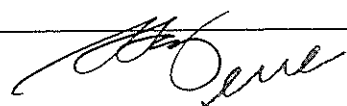
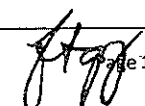
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TERMS OF REFERENCE

Procurement of Consulting Services Appraisal of Properties (Land and Structures) to be Affected by the NCC Access Road Projects and Other BCDA Properties for Disposition and/or Development

BUDGET: Nine Hundred Eleven Thousand Pesos (Php911,000.00), *inclusive of all applicable taxes and fees*

1. Background	<p>a. The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.</p> <p>b. Various projects are now being undertaken by BCDA, to wit:</p> <ul style="list-style-type: none">▪ Development of New Clark City (NCC) to be a central park with business district wrapped around it that has magnificent views of the hills. Served by public transport, housing and industries form the other layers. A network of open spaces forms the bond between diverse mixed use districts. <p>Access roads are now being constructed by BCDA in coordination with the Department of Public Works and Highways. As such BCDA needs to compensate the owners of the private structures and improvement and the land that will be affected by the access road leading to NCC pursuant to Section 5 of the Republic Act No. 10752 otherwise known as "The Right-of-Way Act". Hence, the need for an appraisal company to determine the market value of the land and the replacement value of the structures and improvement that will be affected by the access road projects.</p> <ul style="list-style-type: none">▪ Development and/or disposition of other BCDA properties:<ul style="list-style-type: none">i. The 1,755-ha property in CSEZ subject of swap with Phil Armyii. AIM/Igorot Lodge in John Hayiii. Camps Atienza and Melchor in Libis, Quezon Cityiv. Portions of Fort Bonifacio, Taguig Cityv. Proposed construction of the Bonifacio Grand Boulevard and the widening of Lawton Road that will portions of NAMRIA and Philippine Army properties in Fort Bonifacio, Taguig City <p>c. To realize the aforesaid projects, BCDA needs to determine the current Market Value and/or Market Rent and/or Leasehold Value of the properties for disposition and/or development, the replacement cost of the structures and improvements and the market value of the land that will be affected by the NCC access road projects. As such, BCDA needs to procure the services of an independent appraisal company.</p>
2. Objective	To procure the services of a reputable appraisal company who will determine the following:

  Page 1 of 5

TERMS OF REFERENCE



Procurement of Consulting Services Appraisal of Properties (Land and Structures) to be Affected by the NCC Access Road Projects and Other BCDA Properties for Disposition and/or Development

	<ul style="list-style-type: none"> a. Replacement Cost of existing private structures and improvements that will be affected by the NCC access road projects; b. Market Value of the land that will be affected by the NCC access road projects; c. Market Value of the New Clark City on <i>as-is, where-is basis</i>; d. Market Value and Market Rent based on the existing Master Development Plan for the New Clark City (Land Residual Value); e. Market Value and Market Rent of the 1,755-ha area in CSEZ on <i>as-is, where-is basis</i>; f. Market Value and Market Rent of land and structures of AIM/Igorot Lodge; g. Leasehold Value of AIM/Igorot Lodge at 25-year and 50-year lease terms; h. Market Value and Market Rent of Camps Atienza and Melchor; i. Market Value and/or Market Rent and/or Accommodation Value and/or Leasehold Value of portions of Fort Bonifacio properties; j. Market Value of portions of NAMRIA and Philippine Army properties to be affected by the construction of the Bonifacio Grand Boulevard.
<p>3. Scope of Services</p>	<p>The Consultant shall provide the following services:</p> <ul style="list-style-type: none"> 1. Conduct an ocular inspection / identification of the properties for appraisal; 2. Undertake the valuation study using the appropriate valuation methodology to come up with the following: <ul style="list-style-type: none"> a. Replacement Cost, on <i>as-is, where-is basis</i>, of the existing private structures and improvements that will be affected by the construction of NCC access road projects. Provide accurate descriptions of the exterior and interior features of the each structure, to wit; <ul style="list-style-type: none"> i. detailed information pertaining to the measurements of each structure; ii. sketches and computations of floor area in square meters; iii. photograph of the each affected structure showing the exterior and interior, side and rear view, iv. photograph showing the structure with view of the street where the structure is located to confirm its physical existence in the area. b. Market Value of the land that will be affected by the NCC access road projects c. Market Value of the entire New Clark City on <i>as-is, where-is basis</i>; d. Market Value and Market Rent based on the existing Master Development Plan for New Clark City (Land Residual Value); e. Market Value and Market Rent of the 1,755-ha area in CSEZ on <i>as-is, where-is basis</i>; f. Market Value and Market Rent of land and structures of AIM/Igorot Lodge; g. Leasehold Value of AIM/Igorot Lodge at 25-year and 50-year lease terms; h. Market Value and Market Rent of Camps Atienza and Melchor; i. Market Value and/or Market Rent and/or Accommodation Value and/or Leasehold Value of portions of Fort Bonifacio properties;

TERMS OF REFERENCE

Procurement of Consulting Services Appraisal of Properties (Land and Structures) to be Affected by the NCC Access Road Projects and Other BCDA Properties for Disposition and/or Development

	<p>j. Market Value of portions of NAMRIA and Philippine Army properties to be affected by the construction of the Bonifacio Grand Boulevard.</p> <p>3. The appraiser shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities; and</p> <p>4. 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 the duties agreed to be performed 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.</p>
<p>5. Duration of the Project / Deliverables</p>	<p>The project shall be completed by the consultant within sixty (60) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>a. Prepare and submit the draft appraisal report within fifty (50) calendar days from receipt by the Consultant of the Notice to Proceed;</p> <p>b. Prepare the Final Report within ten (10) calendar days from receipt of BCDA's notice to finalize the reports;</p> <p>Please note that the period from the receipt by BCDA of the draft reports until the issuance by BCDA of the notice to finalize the reports is not included in the 60-day completion period.</p>
<p>6. Approved Budget for the Services</p>	<p>The Approved Budget for the Contract (ABC) is Nine Hundred Eleven Thousand Pesos (₱911,000.00), inclusive of all applicable taxes and fees.</p>
<p>7. Manner of Payment</p>	<p>Payment of the Contract Price shall be paid by BCDA to the Consultant upon submission and approval by BCDA of the final appraisal reports as evidenced by the issuance by BCDA of the Certificate of Completion.</p>
<p>8. Qualifications of the Consultant</p>	<p>The Consultant must possess the following qualifications:</p> <p>a. Should have at least five (5) years of experience in real estate appraisal;</p> <p>b. Must be accredited by the Bangko Sentral ng Pilipinas;</p> <p>c. The Team Leader to be assigned to the project should be a licensed Real Estate Appraiser.</p>

TERMS OF REFERENCE

Procurement of Consulting Services Appraisal of Properties (Land and Structures) to be Affected by the NCC Access Road Projects and Other BCDA Properties for Disposition and/or Development

<p>9. Procedure for the Evaluation of Bids</p>	<p>BCDA shall evaluate bids using the <i>Quality Based Evaluation (QBE)</i>. The criteria and rating system for the selection of the Consultant are as follows:</p> <table border="1" data-bbox="544 421 1465 618" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Bid Components</th> <th style="text-align: center;">Weight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a. Quality of Personnel to be assigned to the Project</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">b. Applicable Experience of the Consultant/Firm</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">c. Plan of Approach and Methodology</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p style="text-align: center;">The minimum Technical Score is 60%.</p>	Bid Components	Weight	a. Quality of Personnel to be assigned to the Project	40%	b. Applicable Experience of the Consultant/Firm	40%	c. Plan of Approach and Methodology	20%	Total	100%
Bid Components	Weight										
a. Quality of Personnel to be assigned to the Project	40%										
b. Applicable Experience of the Consultant/Firm	40%										
c. Plan of Approach and Methodology	20%										
Total	100%										
<p>10. Data Assistance to be Provided by BCDA</p>	<p>BCDA will provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.</p>										
<p>11. Liquidated Damages</p>	<p>The Consultant obligates itself to perform and complete all the Services within the period specified in the Terms of Reference and the Contract 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 cost of the unperformed portion for every day of delay.</p>										
<p>12. Confidentiality Clause</p>	<p>The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.</p> <p>The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.</p>										
<p>13. Standard of Services</p>	<p>The Consultant shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.</p> <p>The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The Consultant shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.</p>										








TERMS OF REFERENCE

**Procurement of Consulting Services
Appraisal of Properties (Land and Structures) to be Affected by the NCC Access Road Projects and
Other BCDA Properties for Disposition and/or Development**

14. Conflict of Interest	<p>Any Consulting Firm which is directly associated or which may be directly associated with any entity having a conflict of interest in or bias against the BCDA Group shall be disqualified from the bidding for the Consulting Services for the Appraisal of BCDA Properties.</p> <p>In all cases, the Consultant which is indirectly associated or which may be indirectly associated with any entity that may have a conflict of interest in or bias against the BCDA Group shall be required to disclose the extent of such relationship so that the BCDA may act upon the same accordingly.</p>
15. Subcontracting	Subcontracting is not allowed.
16. Corrupt, Fraudulent, Collusion, and Coersive Practices	Any attempt by a bidder to influence the Bids and Awards Committee (BAC) for Consulting Services or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction/s and remedies as provided for by law.

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Page 5 of 5

Request for Quotation

Selection of a Consultant for the Appraisal of Properties (Land and Structures) to be affected by the New Clark City Access Road Projects and other Properties for Disposition and/or Development

1. The Bases Conversion and Development Authority (BCDA) is a government corporation mandated to transform former military bases and properties into premier centers of economic growth as stipulated in its mandate - Republic Act No. 7227 otherwise known as the "Bases Conversion and Development Act of 1992".
2. The Bases Conversion and Development Authority (BCDA) intends to procure and engage the services of an Appraisal Firm in the determination of the Market Value, Market Rent, Leasehold Value, Accommodation Value, and Replacement Cost of properties for appraisal listed in Annex "A" using the appropriate valuation methodologies.
3. The Approved Budget for the Contract is **Nine Hundred Eleven Thousand Pesos (PHP911,000.00)**, inclusive of all applicable taxes and fees.
4. The Appraisal Firm must have the following qualifications:
 - a. Should have at five (5) years of experience in real estate appraisal; and
 - b. The Team Leader to be assigned to the project should be a licensed Real Estate Appraiser with at least five (5) years of experience in appraisal works.
5. The Consultant must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements.
6. The detailed responsibilities and deliverables are in the attached Terms of Reference (TOR) for the Project.
7. The Consultant shall be evaluated based on the Quality Based Evaluation (QBE) procedure.
The criteria and rating for the selection of the winning consultant are as follows:

Evaluation Criteria	Score
A. Applicable experience of the Consultant	40%
B. Qualification of personnel who shall be assigned to the project	40%
C. Plan of Approach and Project Methodology	20%
TOTAL SCORE	100%

[Handwritten signatures]

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

Annex A : Valid and current Mayor's/Business Permit (city or municipal)/Municipal License, where the principal place of business of the prospective bidder is located

Annex B : PhilGEPS Registration Number

Annex C : 2016 Income/Business Tax Return

Annex D : Duly Notarized Omnibus Sworn Statement

Annex E : Curriculum Vitae of the Firm (using the prescribed form) and Company Profile

Annex F : Curriculum Vitae of the Assigned Team Leader (using prescribed form)

Annex G : Description of the Methodology and Work Plan (using prescribed form)

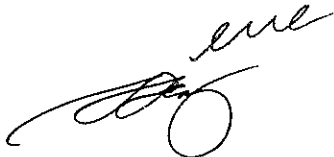
Note : **Certificate of Platinum Membership** issued by PhilGEPS may be submitted in lieu of Mayor's Permit (Annex A) and PhilGEPS Registration Number (Annex B)

9. The Consultant is also required to submit its **Financial Proposal** using the prescribed format (Annex H) in a separate sealed envelope together with the above-mentioned requirements/documents. The **Financial Proposal** shall not exceed the approved budget for the contract (ABC) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

Bids received in excess of the ABC shall be automatically rejected.

10. The contract shall be effective for a period of sixty(60) calendar days from the date stated in the Notice to Proceed (NTP) and until the full delivery of the requirement and acceptance by the BCDA is accomplished by the Consultant.
11. The **Proposal** composed of the aforementioned Annexes A to G, and the Financial Proposal must be submitted *on or before 21 September 2018, 4:00 p.m.* at the BCDA Central Receiving and Releasing Area (CRRA), Bases Conversion and Development Authority (BCDA) Corporate Office, 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City. The bids shall be addressed to Engr. Richard Brian M. Cepe, Head of Land and Assets Development Department.
12. The BCDA reserves the right to accept or reject any and all bids, annul the procurement process or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder.
13. For further information, your office may contact BCDA Land Management Officer Ms. Lorna A. Enriquez thru telephone number 575-1754 or email address laenriquez@bcda.gov.ph.


RICHARD BRIAN M. CEPE
Head, Land and Assets Development Department




Omnibus Sworn Statement

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

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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Annex D

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Proposal Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Consultant's Authorized Representative

NAME OF NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

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[Handwritten signatures]

Annex E

FORMAT OF CURRICULUM VITAE (CV) OF THE FIRM

Name of Firm : _____

Address : _____

Years of Experience : _____
in Real Estate Appraisal

List of Similar Projects Undertaken within the period from 01 August 2013 to 01 August 2018:

Item No.	Name of Client	Project Name / Description	Project Location	Contract Amount	Date Started	Date Completed	List of Supporting Documents Attached

Note:

Each project listed above should be duly accompanied by the following supporting documents:

1. Contract or Proposal or any valid agreement between the parties; and
2. Certificate of Completion issued by the Client or a copy of the Official Receipt representing the Final Payment.

Listed projects without or incomplete supporting documents will not be included in the evaluation.

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe *(the Consultancy Firm)*.

(Signature over Printed Name)
Authorized Representative of the Appraisal Firm

(Date)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM LEADER

Proposed Position: _____

Name of Firm: _____

Name of Personnel: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Real Estate Appraiser License No. / : _____
Date of Expiration

Years of Experience in Appraisal Works: _____

Education:

School	Date Attended	Degree Obtained

Training:

School	Date Attended

ere
[Signature] *[Signature]* *[Signature]*

Annex F

Employment Record:

Position Held	Company	From	To

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

[Signature]

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were 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/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

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[Signature] *[Signature]* *+*

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

A. Description of the Methodology and Work Plan

B. Identification of Project Problems, Risks, and Suggested Solutions

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[Signature] *[Signature]* †

Financial Proposal Submission Form

Date _____

ENGR. RICHARD BRIAN M. CEPE
Head, Land and Assets Development Department
Bases Conversion Development Authority
2nd Floor, Bonifacio Technology Center
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City 1634

Dear **Engr. Cepe**:

I, the undersigned, as the duly authorized representative of **[Name of Company]**, offer to provide the consulting services for the Appraisal of Properties (land and structures) to be affected by the New Clark City Access Road projects and Other Properties for disposition and/or development.

Our Financial Offer is for the sum of **[amount in words and figures], inclusive of all applicable taxes**, for the duration of sixty (60) calendar days from the Consultant's actual receipt of the Notice to Proceed (NTP).

Our Financial Offer shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the Contract.

We confirm that we have read, understood and accepted the contents of the Terms of Reference (TOR), and other forms sent to us.

We understand you are not bound to accept any Bid you receive.

Sincerely yours,

Authorized Signature:
Name of Signatory:
Address:

NOTICE OF AWARD

26 September 2018

HAROLD ERWIN CRUZ
Authorized Representative
Colliers International Philippines, Inc.
11F Frabelle Business Center
111 Rada Street, Legaspi Village
Makati City

Dear **Mr. Cruz**:


We are pleased to inform you that the contract for the Consulting Services for the Appraisal of the Properties (land and Structures) to be affected by the NCC Access Road project and other Properties for disposition and/or development is hereby awarded to **Colliers International Philippines, Inc.** at a contract price of Eight Hundred Ninety Thousand Pesos (Php890,000.00), inclusive of all applicable taxes, fees and other charges.

In this regard, you are hereby required, within ten (10) calendar days from receipt of this Notice of Award, to formally enter into a Contract with BCDA, provided that all documentary requirements are complied with.

Failure to enter into the said agreement shall constitute sufficient ground for cancellation of the award.

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

Very truly yours,


AILEEN AN. R. ZOSA
Executive Vice President

Conforme:


HAROLD ERWIN CRUZ
Authorized Representative

Date 08-09-18

