

**CONTRACT FOR
CONSULTANCY SERVICES**

THE PUBLIC IS INFORMED:

This Contract is executed by and between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose pursuant to BCDA Board Resolution No. 2022-09-157 as evidenced by the BCDA Secretary's Certificate, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

ALFONSO S. DOBLES, JR., Filipino citizen, of legal age, and a resident of 1521A Carlos P. Romulo Street, Clark Freeport Zone, Pampanga, and hereinafter referred to as the "**CONSULTANT**";

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

ANTECEDENTS:

Republic Act No. 7227 (RA 7227), as amended, otherwise known as the "Bases Conversion and Development Act of 1992", created the Bases Conversion and Development Authority (BCDA) to accelerate the sound and balanced conversion of the Subic and Clark Military Reservations and their extensions into alternative productive uses and promote the economic and social development of Central Luzon in particular and of the country in general.

BCDA is embarking on the development of the 9,450-hectare New Clark City (NCC) as part of the "Build, Build, Build" (BBB) Infrastructure Program of the national government. The magnitude of this flagship development project requires a great deal of community relations and liaison work for the purpose of addressing issues and concerns involving Project-Affected People (PAPs), concerned Local Government Units and other permanent government agencies, and private sector partners—contractors, developers, locators, and investors.

BCDA needs to engage the services of a consultant who will handle discretionary and/or highly sensitive information obtained by or resulting from the dealings of BCDA with other entities involved in the implementation of the NCC project, and assist BCDA in carrying out its functions and obligations relative to the development of NCC.

The CONSULTANT, with whom BCDA had previously engaged the services of, is willing to perform the required services.

The services to be provided by the CONSULTANT are highly technical and/or primarily confidential or policy determining where trust and confidence is primary consideration.

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

1. DESCRIPTION OF THE ENGAGEMENT

The CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration in connection with the handling of discretionary and/or highly sensitive information on matters pertaining to community relations and liaison work to address issues and concerns involving PAPs, concerned LGUs and other government agencies, and private sector partners.

2. TERM AND EFFECTIVITY OF THE CONTRACT

This Contract shall be effective for a period of six (6) months renewable at the option of the BCDA's President and CEO, to commence from the date of its execution, unless sooner terminated by BCDA in accordance with Section 7.

In case the BCDA decides to renew the Contract, it shall, in no case, exceed the term of the appointing authority of BCDA.

3. OBLIGATIONS OF THE CONSULTANT

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

3.1 Assist with concerns related to the operations of the Engineering and Social Support Department (ESSD) particularly that of the Social Support Unit, but not limited to the following:

- a. Provide assistance in addressing critical issues particularly those that involve hardliner Project-Affected Persons (PAPs) and Indigenous People (IPs) in the New Clark City (NCC); and
- b. Act as conduit or intervenor with Progressive Groups and local officials that pose a threat to the implementation of development projects in NCC.

3.2 Facilitate coordination with concerned agencies and Non-Government Organizations (NGOs) in the implementation of environmental projects that are focused on the preservation of water resources in the areas surrounding the Clark Special Economic Zone (CSEZ) including NCC.

3.3 Perform such other functions as may be directed by the President and CEO.

4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **FIFTY THOUSAND PESOS AND 00/100 (P50,000.00)** a month, inclusive of all applicable taxes and fees, for the duration of the Contract, which shall be processed and released only every month upon completion and submission of the accomplishment report and supporting documents that may be required, to the BCDA President and CEO.

5. DEGREE OF PERFORMANCE

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

6. CONFIDENTIALITY

The CONSULTANT shall not disclose any proprietary or confidential information relating to BCDA or to his contract without prior written consent from BCDA.

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

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

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

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

7. TERMINATION OF THE CONTRACT

7.1 For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of the CONSULTANT's performance, the services delivered and outputs submitted as well as to terminate this

Contract due to contractual breach, breach of trust, loss of confidence, unsatisfactory performance and/or other reasons detrimental to the interest of BCDA.

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

7.2.1 A written notice for the termination of the consultancy agreement, stating the reasons for the termination of the contract, is submitted by the Consultant to the BCDA President and CEO for approval with a copy furnished to the BCDA Human Resource Management Department (HRMD), at least thirty (30) calendar days prior to the proposed date of termination; and

7.2.2 The written notice has been received, accepted, and approved in writing by the BCDA President and CEO.

8. AUTHORITY TO ENTER INTO AGREEMENT

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

9. OWNERSHIP OF OUTPUTS

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

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

10. NO EMPLOYER-EMPLOYEE RELATIONSHIP

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

11. WAIVER

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

12. ENTIRE AGREEMENT

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

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

13. AMENDMENTS

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

14. SEVERABILITY AND CONSTRUCTION

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

be given full force and effect and bind the Parties hereto. The invalid sections, parts, terms and/or provisions shall not be deemed part of this Contract.

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

15. VENUE OF ACTIONS

The venue of any legal action arising out of this Contract shall be brought in the proper court of record in Taguig City, to the exclusion of all other courts.

SIGNED BY THE PARTIES on 10 DEC 2024 at TAGUIG CITY.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONSULTANT

By:

JOSHUA M. BINGCANG
President and CEO

ALFONSO S. DOBLES, JR.



Signed in the Presence of:

MARK P. TORRES

Aricel M. Salamat

ACKNOWLEDGMENT

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

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

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
JOSHUA M. BINGCANG		
ALFONSO S. DOBLES, JR.		

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signatures they affixed confirm their voluntary act and deed and of the entity they represent.

SIGNED AND SEALED on the DEC 17 2024 in Taguig City.

Doc. No. 176;
Page No. 39;
Book No. 5;
Series of 2024.

ATTY. MARICEL C. CORDONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 423744 / 1-16-2024 / RIZAL
PTR NO. 6089649 / 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023