

**Contract for Consulting Services for the Creation of a
Marketing Investment Brief**

THE PUBLIC IS INFORMED:

This **CONTRACT** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its President and Chief Executive Officer, **ARNEL PACIANO D. CASANOVA, ESQ.**, duly authorized for this purpose in accordance with Section No. VIII, Subject No. 8.02, item 2.c. of the *Revised BCDA Manual of Approvals*, dated 5 August 2010, a certified true copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

Secundus

DESIGN MILIEU PHILS INC, a private corporation, doing business under the firm name and style, **DESIGN MILIEU**, duly incorporated and registered under the laws of the Republic of the Philippines, with office and postal address at Unit 205 Cristina Condominium 143 Legaspi cor. Rufino Sts., Legaspi Village, Makati City, herein represented by its President, **Ms. LETICIA G. SIOCO**, who is duly authorized for this purpose as evidenced by the *Secretary's Certificate* dated 21 December 2012, a copy of which is hereto attached as **Annex "B"** and hereinafter referred to as the "**CONSULTANT**";

BCDA and the **CONSULTANT** may hereinafter be referred to collectively as "**Parties**" and individually as "**Party**".

- ANTECEDENTS -

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 military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to apply the said funds for the development and conversion into alternative productive uses of these properties;

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In pursuance of its mandate, **BCDA**, in partnership with the private sector, is actively pursuing the development of Fort Bonifacio in Taguig, the former Clark Air Base in Pampanga, Camp John Hay in Baguio City, the former Wallace Air Station in San Fernando, La Union, as well as, other Metro Manila camps;

Consistent with this goal, BCDA needs to produce a Marketing Investment Brief that will put more focus on marketing the BCDA Group's portfolio of products and services to promote BCDA to local and international investors.

The expertise required to perform this task is not within the ambit of the capabilities of the personnel of BCDA.

In order to fulfill the said purpose, **BCDA** needs to procure the services of a **CONSULTANT**, which has known qualifications and which possesses the necessary expertise to perform the said task, by Small Value Procurement under Section 53.9 of the Revised Implementing Rules of the Government Procurement Act or Republic Act 9184.

On 29 October 2012, BCDA invited consultants to submit their curriculum vitae and qualifications relevant to BCDA's search for the services of a consultant that can create the BCDA Marketing Investment Brief. The **CONSULTANT** was one of two (2) firms that submitted its accomplished eligibility documents.

The **CONSULTANT** warrants that it has the required technical expertise, resources, and financial capacity to comply with its commitments as required by BCDA for this purpose.

After examination, validation, and verification of all eligibility, technical, and financial requirements submitted to it, the Bids and Awards Committee for Consulting Services, through Resolution No. 2012-12-04, declared the **CONSULTANT** as the Bidder with the Highest Rated and Responsive Bid which is competent and qualified to provide the necessary assistance and services to BCDA for the latter's marketing concerns.

NOW THEREFORE, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following:

SECTION 1. Specific Undertaking.

The **CONSULTANT** is hereby engaged to create for BCDA a marketing tool that would promote BCDA to local and international investors by, specifically, creating a Marketing Investment Brief (hereinafter referred to as "MIB") which focuses in the BCDA Group's portfolio of products and services.

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SECTION 2. Scope of Services.

The CONSULTANT shall render services to BCDA through its Marketing Unit-Office of the President and CEO, and shall report directly to the Marketing Officer. The CONSULTANT shall provide the following services to BCDA:

A. Creative/Graphic Design Services: *Visual and Descriptive*

1. Cover design and rationale;
2. Presentation of two (2) concepts: sample layout of cover, and inside pages; and CD sleeve/cover, and USB case design;
3. Design and layout of forty (40) inside pages plus four (4) cover pages or a total of forty-four (44) pages, and design and layout of envelope;
4. Preparation of final artworks ready for printing.

B. Copywriting and Editorial Services:

1. Conceptualization of theme for the BCDA MIB;
2. Research, interviews, copywriting, copy editing and proofreading services;
3. Gather, consolidate, and edit data/information based on content outline to be provided by BCDA MIB Team.

C. Professional photography services:

1. Utilize existing high-resolution photos from the BCDA archives but may undertake additional photoshoot of scenes to remain consistent with the concept theme of the MIB;
2. Provide one-day photoshoot of situation/activity shots in digital format with high-resolution suitable for print and billboard. Inclusive of materials, supervision fee and art/photo direction based on the creative intent of the MIB.

D. Provide version of the MIB in HTML/Adobe PDF formats with interactive features with applications for CD, USB, Website, Tablet (i.e. Ipad), and other communication gadgets.

1. Provide technical assistance during pilot-testing/programming to ensure software compatibility and accessibility of the file with various communication gadgets as applicable;
2. Reproduce two hundred (200) Compact Discs (with cover and sleeve) pieces of the digital version of the MIB.

Section 2

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[Signature]

E. Prepare print specifications based on the concept/design.

1. Print specifications and corresponding budget shall be provided by the consultant based on the proposed concept/design.
2. Other general specifications are as follows:

No. of pages :	44 pages inclusive of cover
Color :	Full color
Quantity :	200 pieces
Others :	Case Envelope

F. Perform basic color proofing services, computer-to-plate services & computer work services:

1. Basic color proofing of and computer-to-plate services for forty-four (44) pages plus envelope;
2. Computer works:
 - i. Cover composition and manipulation of forty-four (44) pages plus one (1) envelope;
 - ii. Design, layout and manipulation of forty-four (44) pages plus one (1) envelope (including high resolution scanning of photos, and other visuals); basic construction and editing of maps and other visuals.

SECTION 3. Contract Price and Manner of Payment.

For services to be rendered under this **CONTRACT**, **BCDA** shall pay the **CONSULTANT** the amount of **Pesos: Four Hundred Forty One Thousand Two Hundred Eighty and 0/100 (PHP441,280.00), inclusive of any and all taxes to be paid to the government.** The **CONSULTANT** shall be paid under the following terms:

- A. Thirty percent (30%) of the agreed amount shall be paid upon submission and approval of two cover layout design including rationale of the submitted designs;
- B. Thirty percent (30%) of the agreed amount upon submission of the forty four (44) pages layout design;
- C. Twenty percent (20%) of the agreed amount upon presentation of final artwork ready for printing;
- D. Final twenty percent (20%) upon occurrence of all of the following:

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1. approval of the MIB by the BCDA President and Chief Executive Officer;
2. turn-over of 200 printed copies of MIB and 200 copies of CD production of MIB and master copy to be consistent with No. VIII of the (TOR); and
3. upon the issuance of a Certificate of Completion of Services rendered.

SECTION 4. Term and Effectivity.

This **CONTRACT** shall take effect upon the signing of the **CONTRACT** and shall remain in force and in effect for a period of three (3) months and effective until the full-delivery of the requirement and acceptance by the BCDA.

SECTION 5. Notice of Delay.

In the event the **CONSULTANT** encounters delay in obtaining the required services or facilities understood to be provided by **BCDA** under this **CONTRACT**, it shall promptly notify **BCDA** in writing within five (5) working days of such delay and may request for an appropriate extension for completion of services. An extension may be granted if it could be established that the cause of the delay in the performance of work was due to the failure of **BCDA** to provide the required service or facilities. Any extension granted shall not entail additional fees over the consideration herein stipulated.

SECTION 6. Proprietary Rights.

All materials, data, proprietary information, and other related data and information prepared pursuant to this **CONTRACT** shall be approved by BCDA. Upon completion of the services in this contract, the same shall become the exclusive property of BCDA. The **CONSULTANT** shall not retain for its records copies of the said materials, data, proprietary information, and other related data and information, and same shall not be disclosed to another party without the BCDA's prior written consent.

SECTION 7. Successors and Assignees.

The **PARTIES** bind themselves, their partners, successors, assignees and legal representatives to the other party of this **Contract**, and to the partners, successors, assignees, and legal representatives of such other party with respect to the covenants of this **CONTRACT**. Neither **BCDA** nor the **CONSULTANT** shall assign, sublet or transfer its rights and obligations in this **CONTRACT** without the the prior written consent of the other **PARTY**.

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SECTION 8. Employees of the CONSULTANT.

No employer-employee relationship shall exist between BCDA and the CONSULTANT and its the employees, agents or representatives. BCDA shall not in any way be liable or responsible for any personal injury or damage, including death sustained or caused by, or to, any of the employee(s) of the CONSULTANT during the performance of their work under this CONTRACT. The CONSULTANT shall, at all times, be solely liable and/or responsible for the compliance and enforcement of all existing laws, rules, and regulations, particularly the Labor Code of the Philippines, that may affect its work under this CONTRACT, and the CONSULTANT hereby agrees and binds itself to save and hold BCDA free and harmless from any liability in respect thereto and/or arising therefrom. The CONSULTANT likewise binds itself to save and hold BCDA free and harmless from any liability or damages arising from the performance of the work of the CONSULTANT under this CONTRACT.

SECTION 9. Tax Liabilities of the Consultant.

The CONSULTANT shall regularly present within the duration of the CONTRACT, a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereof.

SECTION 10. Incorporation.

This CONTRACT shall be deemed subject to the provisions of the TOR, and the proposal submitted by the CONSULTANT to BCDA pursuant to the TOR, all of which are deemed incorporated in the CONTRACT and made an integral part hereof.

SECTION 11. Termination.

The BCDA may, at any time, terminate this CONTRACT, by serving the CONSULTANT with a written notice at least thirty (30) calendar days before the intended date of termination. Should there be a pre-termination of the contract, a prorated settlement of services rendered by the CONSULTANT shall be made only up to the date of termination of its services.

SECTION 12. Standard of Services.

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 for the best interest of BCDA.

SECTION 13. Liquidated Damages.

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The **CONSULTANT** obligates itself to perform and complete all the Services within the period specified in the TOR beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon. Should the **CONSULTANT** fail to complete the Services within the stipulated time, liquidated damages, exclusive of penalty, shall be paid to **BCDA** by the **CONSULTANT** in an amount equal to one-tenth of one percent (1/10 of 1%) of the total Contract Price minus the value of the completed portions of the **CONTRACT** as certified to by **BCDA** for each calendar day of delay until the Services are completed.

SECTION 14. Settlement of Disputes.

The Parties agree to resolve any dispute that may arise between them with respect to the 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 negotiations, that Party shall deliver a notice to the other Party that the dispute will be settled by arbitration in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", as amended. The arbitration will be conducted in Metro Manila, Philippines. Should it be inevitable for the Parties to resolve their issues in the court with competent jurisdiction in Taguig City, to the exclusion of all other courts.

SECTION 15. OGCC Review.

It is recognized by the **PARTIES** that this **CONTRACT** is subject to review by the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions have been herein incorporated.

SECTION 16. Notices.

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 shall have been delivered by hand or sent by registered mail to the party for whom it is intended at the said party's address.

SECTION 17. Confidentiality.

The **CONSULTANT** shall hold any and all confidential information in strict confidence and shall not disclose to any third party any information relative to the scope and/or results of the services contracted herein and the work/business of **BCDA** or any of its subsidiaries. The **CONSULTANT** shall not disclose, make use, or copy/duplicate any confidential information to any person without the prior written consent of **BCDA**. The **CONSULTANT** assures **BCDA** that its personnel, employees, or agents will not disclose, make use, copy or duplicate any confidential information to any person without the prior written consent of **BCDA**.

SECTION 18. Non-Waiver of Rights.

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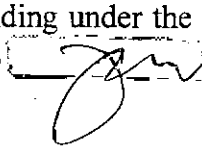
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The failure of one party to insist upon a strict performance of any of the term, condition and covenant hereof shall not be deemed a relinquishment or waiver of any right/remedy that said party may have, nor shall it construed as a waiver of any subsequent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

SECTION 19. Representation and Warranties.

The parties warrant that they have not offered or given, and will not offer or give to any employee, agent, or representative of either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.

- a. It is duly incorporated, validly existing, and in good standing under the Philippine laws and has its principal office at the address  first written above.
- b. It has full legal right, power, and authority to carry on its present business, to own its properties and assets, to incur the obligations provided for in this **CONTRACT**, to execute and deliver this **CONTRACT**, and to perform and observe the terms and conditions hereof.
- c. It has taken all appropriate and necessary corporate and legal actions to authorize the execution, delivery and performance of this **CONTRACT**.

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SECTION 20. Severability.

If any provision of this **CONTRACT** becomes invalid, illegal, or unenforceable, the parties will endeavor, acting in good faith, to agree on the terms of a provision that may be substituted for the invalid, illegal or unenforceable provision. The invalidity, illegality, or unenforceability of any provision will not affect the remaining portions of the **CONTRACT**.

IN WITNESS WHEREOF, the parties hereunto signed this **CONTRACT**, this day of JAN 04 2013 2013 at Taguig, Metro Manila.

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**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**DESIGN MILIEU PHILS.,
INC**

By:

ARNEL PACIANO D. CASANOVA, ESQ.
President and CEO

By:

LETICIA G. SIOCO
President

BCDA
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Signed in the Presence of

AILEEN AN R. ZOSA
Executive Vice President

DEAN J. SANTIAGO
Vice President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
~~Valenzuela~~ **City** } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this
JAN 15 2015 day of _____, 2013, personally appeared:

Name	Competent Evidence of Identity	Place & Date of Issue/Expiry
ARNEL PACIANO D. CASANOVA, Esq. <i>President and CEO</i>	Passport No. EB1265133	10/28/2010 DFA-MANILA 10/27/2015
LETICIA G. SIOCO <i>President</i>	Passport No. XX 4642461	9/25/2009 DFA - MANILA 9/24/2014

Both known to me and to me known and who have been identified by me through their competent evidence of identity mentioned above to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free act and deed and the entities they represent for the uses and purposes herein stated.

I further certify that the foregoing instrument consists of ten (10) pages including this page and each and every page thereof has been signed by the Parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this JAN 15 2013 day of _____, 2013 at Valenzuela City Philippines.

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Page No. 56
Book No. II
Series of 2013.



NOTARY PUBLIC

ATTY. JESUS D. BALMORES

NOTARY PUBLIC

APPOINTMENT NO. 7-V-12 UNTIL DECEMBER 31, 2013

PTR NO. 2048238/VALENZUELA CITY/01-03-13

IBP MEMBERSHIP NO. 898145 / 01 - 03 - 13

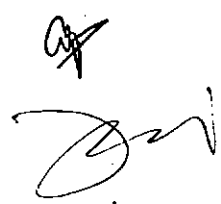
ATTORNEY'S ROLL NO. 613 72 / 03 - 27 - 12

VALENZUELA CITY, METRO MANILA

Jesus D. Balmores

MTT

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ANNEX ~~A~~

Bases Conversion and Development Authority	Section	Section No.	Effective
	LEGAL	VIII	
MANUAL OF APPROVAL	Subject	Subject No.	Page
	APPROVAL, SIGNING AND TERMINATION OF CONTRACT	8.02	7 of 8

Item	Limits of Authority	Initiating/ Reviewing	Recommend- ing Authority	Approving Authority	Remarks
b. Infrastructure Projects and related Contracts	N/A	Concerned Manager/ GC	EVP, VP - BDOG	PCEO	
c. All other MOA and contract	N/A	Concerned Manager/ GC	EVP, Concerned VP	PCEO	

CERTIFIED TRUE COPY

ARISTOTLE E. GUERRERO
 Chief Administrative Officer
 BCDA Records Office

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


SECRETARY'S CERTIFICATE

I, **LEONORA G. SIOCO**, of legal age, Filipino with postal address at #68 Longbeach St., Merville Park Subdivision, Parañaque City, being the Corporate Secretary of **DESIGN MILIEU PHILS., INC.**, a duly corporation organized and existing under and by virtue of the laws of the Philippines, with postal address at Unit 205 Cristina Condominium, 143 Legaspi cor. V. A. Rufino Sts., Legaspi Village, Makati City, hereby certify that at a special meeting of the Board of Directors in the office aforementioned on Monday, October 29, 2012 at 4:00 p.m., the following resolutions were adopted, to wit:

RESOLVED, AS IT IS HEREBY RESOLVED, that **LETICIA G. SIOCO**, President and Creative Director of Design Milieu Phils., Inc. is given authority to negotiate, transact and enter into a contract with Bases Conversion Development Authority in the production of its Marketing Investment Brief.

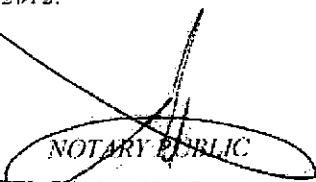
RESOLVED, FURTHERS, that **LETICIA G. SIOCO** is the sole authorized signatory for Design Milieu Phils., Inc. for the abovementioned project.

IN WITNESS WHEREOF, I have signed this certificate this 20th day of December 2012 at Makati City.


LEONORA G. SIOCO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 20 day of DEC. 21 2012, 2012 at CITY OF MAKATI, affiant exhibiting to me her Residence Certificate No. 13075573 issued at San Pedro, Laguna on January 12, 2012.

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NOTARY PUBLIC
ATTY. GERVACIO B. ORTIZ JR.
Until December 31, 2012
Notary Public City of Makati
IBP NO. 656155-Lifetime Member
MCLE Compliance No. III-0014282
Appointment No. M-149-(2011-2012)
PTR No. 3172100 Jan. 2, 2012
Makati City Roll No. 40092
101 Urban Ave., Brgy. Pio del Pilar, Makati City

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WHEREAS, two (2) proponents - Design Milieu Phils Inc. and Brainbox Company Inc. submitted their proposals for the consulting services before the deadline on 6 November 2012 at 5:00p.m;

WHEREAS, the Technical Working Group (TWG) conducted an evaluation of the two (2) proponents on December 11, 2012 based on the approved criteria:

Criteria	Score	Design Milieu Phils Inc. Score	Brainbox Company Inc. Score
A. Track Record 1. Years of Business (20%) 2. Work experience – Works with a Value Equivalent to the Approved Budget for the Contract (10%)	30%	30%	10%
B. Technical Proposal 1. Design and Concept (40%) 2. Profile of the Creative Team (30%)	70%	59.66%	22.5%
TOTAL SCORE	100 %	89.66 %	32.50%

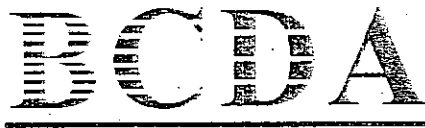
WHEREAS, Design Milieu Phils., Inc. garnered a rating of 30% for its Track Record and 59.66% for its Technical proposal. On the other hand, Brainbox Company Inc garnered a rating of 10% for its Track Record and 22.5% for its Technical proposal;

WHEREAS, per careful evaluation conducted by the TWG, Design Milieu Phils., Inc. garnered an overall score of **89.66%** while Brainbox Company Inc had an overall score of 32.50%;

WHEREAS, the approved budget for the abovementioned consulting services is Pesos: Five Hundred Thousand and 00/100 (P500,000.00), inclusive of applicable taxes;

WHEREAS, Design Milieu Phils, Inc. submitted its financial proposal amounting to **Four Hundred Forty One Thousand Two Hundred Eighty Pesos (Php441,280.00)** inclusive of all applicable taxes which is within the Approved Budget Cost (ABC). Also, Brainbox Company Inc submitted its financial proposal amounting to "Php500,000 for three months and equivalent to a monthly payment of Php500,000" which is above the ABC;

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Bases Conversion and Development Authority

BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES (BAC-C)

RESOLUTION NO. 2012-12-04

**Declaring Design Milieu Phils Inc. as the Proponent
with the Highest Rated Responsive Bid for the Consulting Services for
the Creation of a Marketing Investment Brief**

WHEREAS, the Bases Conversion and Development Authority (BCDA) intends to procure and engage the services of a consultant with experience in the conceptualization, copywriting, design, layout, and printing of one Marketing Investment Brief that will put more focus on marketing the BCDA Group's portfolio of products and services to promote BCDA to local and international investors;

WHEREAS, the undertaking requires the employment of an expert to create a Marketing Investment Brief and the expertise required to perform this task is not within the ambit of the capabilities of the personnel of BCDA;

WHEREAS, on 24 August 2012, BAC-C passed *BAC-Resolution No. 2012-08-03* authorizing the procurement and engagement of the services of a consultant for the creation of a Marketing Investment Brief in accordance with Section 53.9 of the Revised IRR of RA 9184 otherwise known as the Government Procurement Reform Act of 2003, and thus **RECOMMENDED** the procurement of the consulting services through Small Value Procurement;

WHEREAS, the BAC-C further approved that the following minimum qualifications which shall be considered in the selection of the consultant: (i) The Consultant must be a reputable communications/ advertising firm or graphic design agency with at least three (3) years business operation with a track record of completing a similar project and with experience of providing services to cover all of the following scope of works with the same scope of works as the subject works for bidding – creative/ graphic design, copywriting and editorial services as well as professional photography services; (ii) In the case of joint-ventures, each firm should have at least three (3) years business operation with a track record of completing a similar project and with experience of providing services to cover all the following scope of works – creative/ graphic design, copywriting and editorial services as well as professional photography services ; (iii) must have produced at least three (3) similar creative projects which are in full color and of premium quality (e.g. annual report, glossy magazines, coffee table book, brochures, etc.) and with a value equivalent to the Approved Budget for the Contract or better;

WHEREAS, Brainbox Company Inc's financial proposal is not responsive and its technical proposal is non-compliant, hence, Design Milieu Phils., Inc. be shall be recommended as the proponent with the highest rated responsive bid;

WHEREAS, on 21 December 2012, the BAC-C convened for the purpose of validating the results of the evaluation as well as the recommendation of the Technical Working Group to declare Design Milieu Phils Inc. as the proponent with the highest rated responsive bid;

NOW, THEREFORE, foregoing premises considered, we, the members of the Bids and Awards Committee for Consulting Services, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the approval of the following:

- a) Declare Design Milieu Phils Inc. as the proponent with the highest rated responsive bid to perform the Consulting Services for the creation of a marketing investment brief with the contract amount of Pesos: **Four Hundred Forty One Thousand Two Hundred Eighty (Php441,280.00)**;
- b) Issue the Notice of Award (NOA) to Design Milieu Phils Inc. for the aforementioned consultancy services.

Done in Taguig City this 21st of December 2012.

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES
(BAC FOR CONSULTING SERVICES)**


DEAN J. SANTIAGO
BAC-C Chairperson


ATTY. EDILBERTO R. REBATO, JR.
BAC-C Vice-Chairperson


VIRGIL M. ALVAREZ
BAC Member


LEILANI B. MACASAET
BAC Member


NANCY V. PAJE
BAC Member

Approved:


AILEEN AN. R. ZOSA
Executive Vice President
Date: _____





Bases Conversion and Development Authority

26 December 2012

Ms. LETICIA G. SIOCO

President

Design Milieu Phils, Inc

Unit 205 Cristina Condominium

143 Legaspi cor. V.A. Rufino Sts, Legaspi Village

Makati City, Metro Manila

Subject: Notice of Award
for the Consulting Services for the Creation of a Marketing Investment Brief

Dear **Ms. Sioco**:

Please be informed that the Bases Conversion and Development Authority (BCDA) has approved the award of contract for the creation of a Marketing Investment Brief to **DESIGN MILIEU PHILS INC** for the contract price of **FOUR HUNDRED FORTY ONE THOUSAND TWO HUNDRED EIGHTY PESOS only (Php441,280.00)** inclusive of all applicable taxes.


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

You are also required to enter into contract with BCDA and post a Performance Security upon signing of the contract based on any of the following amount and form within ten (10) calendar days from the receipt of this Notice.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash, cashier's/ manager's check, issued by a Universal or Commercial Bank.	Goods and Consulting Services Five Percent (5%)
Bank draft/ guarantee or irrevocable letter of letter issued by a Universal or Commercial Bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

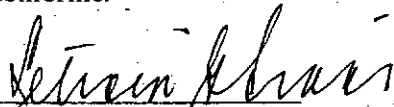
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Very truly yours,


AILEEN AN. R. ZOSA
Executive Vice President



Conforme:


MS. LETICIA G. SIOCO
President
Date: 26 Dec 2012

