

**CONTRACT FOR
CONSULTANCY SERVICES**

THE PUBLIC IS INFORMED:

This Contract is executed 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 Officer-In-Charge, **ARISTOTLE B. BATUHAN**, who is duly authorized for this purpose pursuant to BCDA Board Resolution No. 2021-10-124 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 -

MYRA E. OCAMPO, Filipino citizen, of legal age, and a resident of Unit _____ at _____, and hereinafter referred to as the "**CONSULTANT**";

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

ANTECEDENTS:

BCDA is mandated by law to transform former military bases and properties into premier centers of economic growth.

BCDA requires the services of a consultant who has the technical expertise to do work where trust and confidence are of paramount consideration and has the full trust and confidence of the BCDA President and CEO and the BCDA Executive Vice President.

The CONSULTANT is willing to perform the required services.


The services to be provided by the CONSULTANT is 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





This CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration and highly technical advice on strategic projects of BCDA while ensuring the proprietary nature of the project-undertakings.

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 President and CEO, to commence from **01 April 2022**  **30 September 2022**.

3. OBLIGATIONS OF THE CONSULTANT

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

3.1 Overall Strategy Framework for the Metro Manila Subway Project (MMSP)

- a. Determine the working timelines within the Term of the Engagement to undertake the Scope of Services, subject to the approval of the BCDA;
- b. Advise BCDA on the total compensation to be negotiated with the DOTr in relation to the BCDA's properties affected by the MMSP Alignment;
- c. Assist BCDA in the review of the commercial terms of the proposed ROWUA to be executed with the DOTr to include disturbance fees for BCDA's properties that are currently under lease or concession with its business partners;
- d. Assist BCDA in negotiating commercial terms with the DOTR and the other parties involved;
- e. Create a revenue/profit model for the commercial developments in the subway railway stations;
- f. Assessment of the potential revenue and funding benefits of this project (value analysis outcomes, value created to beneficiaries, potential value capture to contribute to the cost of the train station, and others);
- g. Identification of the additional sources of increase non-tariff/commercial revenues and make up for funding shortfalls, i.e. through agreements with the private sector: advertising, leasing of commercial spaces, naming rights, merchandising, consulting services and technology sales (for DOTr), and land value capture;
- h. Come up with appropriate tenant profile for the commercial spaces in the railway station that will be encouraged to invest;
- i. Recommend the Public-Private Partnership (PPP) set up/structure for the operations and maintenance of the commercial spaces of the railway station (i.e. BGC Station and Senate-DepEd Station) that will be identified as part of the development area and operations by BCDA; and
- j. Evaluate and recommend BCDA position in addressing issues on the impact of the MMSP and the construction/implementation on BCDA properties, including the possible disruption, dislocation and other adverse effects on BCDA properties as well as on BCDA stakeholders, business partners, lessees, and the like.

3.2 Estate Management Framework for Clark

- a. Determine the working timelines within the Term of the Engagement to undertake the Scope of Services, subject to the approval of the BCDA;
- b. Establish the strategic framework for the proposed Estate Management Services for Clark to include the following:
 - Business Permitting and Licensing;
 - Locators' Assistance;
 - Property Management;
 - Strategic Management;
 - Operational Management (Environmental, Marketing and Lease Management, Financial Management, and Investment Promotions);
 - Maintenance (Building Services, Cleanliness, Building Aesthetics, Signage, On-street Parking, etc.)
 - Security and Disaster Response;
 - Estate Sustainability;
 - Public Relations and External Affairs Management;
 - Risk and Data Management; and
 - Performance Management.
- c. Recommend the appropriate PPP arrangement and the optimum organizational/corporate structure for the proposed Estate Management Company (EMC) for Clark or under a division/department under BCDA or Clark Development Corporation as a subsidiary of BCDA;
- d. Financial and Revenue model for the proposed EMC to include possible revenue streams; collection of fees and association dues, and other financial data; and
- e. Creation of the framework for the EMC's Integrated Operational Center that will ensure the safety and security of New Clark City and how to integrate this in the governance system of the entire property and development.

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4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED FORTY TWO PESOS and 53/100 (Php114,942.53)** a month, subject to applicable taxes, 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 and/or the BCDA Executive Vice President.

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 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, CONSULTANT shall deliver to BCDA all of BCDA's property or Confidential Information in tangible form that the CONSULTANT may have in its 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.

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

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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.

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SIGNED BY THE PARTIES on _____ at _____.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONSULTANT

By:

ARISTOTLE B. BATUHAN
Officer-In-Charge

MYRA E. OCAMPO



Human Resources Management Department
FB2022-0332

Signed in the Presence of:

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
ARISTOTLE B. BATUHAN		
MYRA E. OCAMPO		

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 APR 06 2022 in Taguig City.

Doc. No. 30;
Page No. 01;
Book No. 03;
Series of 2022.

MCS
ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION EXTENDED UNTIL JUNE 30, 2022
ROLL OF ATTORNEYS NO. 63834
IBP NO. 178142 / 2-14-2022 / RIZAL
PTR NO. A-5395113 / 02-03-22 / TAGUIG CITY
MCLE COMPLIANCE NO. VII-0065758 / 30 JULY 2021

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