

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Agreement made and entered into this MAR 22 2017 day of 2017 at Clark Freeport Zone, Pampanga by and between:

CLARK INTERNATIONAL AIRPORT CORPORATION, a Government-Owned and Controlled Corporation (GOCC) duly organized and existing under the laws of the Philippines, with office address at Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines, represented in this instance by its Officer-in-Charge/Acting President and CEO, **ALEXANDER S. CAUGUIRAN**, hereinafter referred to as "**CIAC**";

-and-

ENGR. ELMER T. RAMONEDA, married and presently residing at 6B Paseo de Eduardo, Villa Angela, Angeles City, hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, pursuant to RA 7227, otherwise known as the BASES CONVERSION DEVELOPMENT AUTHORITY ACT of 1992 and Proclamation No. 163, Series of 1993, the Clark Freeport Zone, hereinafter referred to as "CFZ," was created consisting of land previously occupied by the US military bases pursuant to the Military Bases Agreement between the Philippines and the United States of America;

WHEREAS, pursuant to Executive Order No. 174, Series of 1994, the Clark Freeport Zone (CFZ) was designated as the site of a premier Philippine International Airport and pursuant further to Executive Order No. 192, as amended by Executive Order No. 360, the Clark International Airport Corporation, hereinafter referred to as "**CIAC**" was established to operate and manage the Clark Civil Aviation Complex;

WHEREAS, pursuant to Executive Order No. 193, Series of 2003, manage the Clark Civil Aviation Complex including the Clark International Airport (CRK), and repealing Executive Order No. 186, series of 2003, which re-established CIAC as a CIAC was established as a subsidiary of the Clark Development Corporation to operate and subsidiary of the Bases Conversion and Development Authority (BCDA);

WHEREAS, pursuant to Executive Order No. 716, amending Executive Order No. 193, the CIAC was transformed into a subsidiary of the BCDA to ensure that the development of the Clark Civil Aviation Complex – Clark International Airport (CRK) is aligned with the conversion program of the BCDA;

WHEREAS, Executive Order No. 64, Series of 2011, transferring the Clark International Airport Corporation (CIAC) from the Office of the President to the Department of Transportation (DOTr), making CIAC an agency attached to the DOTr and further transferring the shares of stock of CIAC;

WHEREAS, Executive Order No. 14 dated on 28 February 2017, reverting the CIAC as the subsidiary of the BCDA and maintaining the policy supervision and operation of the DOTr over CIAC;

WHEREAS, CIAC is in the process of developing the Clark Civil Aviation Complex in line with the vision of being the most competitive international service and logistics hub in the Asia Pacific Region;

WHEREAS, CIAC desires to engage the services of a Consultant who will assist the Engineering and Maintenance Department in the development stage of the terms of reference and facilitate in the conduct of public bidding for the **HIRING OF CONSULTANCY SERVICES TO CONDUCT DETAILED ENGINEERING DESIGN (DED) AND MANAGEMENT FOR THE NEW PASSENGER TERMINAL BUILDING WITH EIGHT (8) MPA AT THE CCAC** or "**Project**", to ensure in providing comprehensive Civil Works Engineering consultancy services which cover all dimensions of horizontal works and phases of the project, that involves in the hiring of a DED-Consultant for the preparation of the detailed engineering design, supervision and management of the abovementioned project.

WHEREAS, Consultant has agreed to render his consultancy services to CIAC;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereinafter stipulated, the parties hereto agree and stipulate as follows:

1. **SCOPE OF SERVICES:** The **Consultant** shall engages the services of the following:
 - a) Review, evaluate and submit recommendations to the "Project"; Terms of Reference, Bidding Documents and Contract relative to applicable laws, rules and regulations such as: Civil Aviation Authority of the Philippines, International Civil Aviation Organization, National Building Code of the Philippines;
 - b) Submit recommendations of the applicable civil works engineering for the horizontal structures on the Project for inclusion to the technical specification to be made by the DED-Consultant;
 - c) Assist and conduct evaluation/ assessment during pre procurement, pre-bid conference, submission and opening of bids, detailed evaluation and post qualification of the Highest Rated Responsive Bid for the Project;
 - d) Render advice/ recommendation/ assistance in the planning stage for the hiring of DED-Consultant within specified budget and time;
 - e) Shall submit monthly reports to the CIAC Management
2. **OBLIGATIONS OF THE CONSULTANT:** **Consultant** binds himself to render the above-mentioned services unto **CIAC. Consultant** shall diligently and faithfully serve **CIAC** in such capacity as aforesaid and shall devote his time and energy to such services, for as long as this agreement is in full force and effect. **Consultant** shall submit a monthly accomplishment report to the CIAC President & CEO.




3. **NON-DISCLOSURE: Consultant** shall not disclose, communicate or make public to any person or entity any information relative to **CIAC** and/or any of its locators including Clark locators received or gathered by him in the course of his services, save in so far as may be necessary in the interest of **CIAC**;
4. **CONSIDERATION:** In consideration of his services as **Consultant, CIAC** shall pay him a monthly fee of **Fifty Thousand Pesos (Php 50,000.00)** net of tax, plus **Ten Thousand Pesos (Php 10,000.00)** as miscellaneous expenses based on actual receipts paid on an output basis as may be certified as accepted by the CIAC President and CEO.
5. **TERM AND EFFECTIVITY:** This agreement shall be binding upon the parties for a period of six (6) months commencing on March 22, 2017 until September 22, 2017 and may be renewed for such duration and under such terms and conditions, as **CIAC** may deem necessary. Provided, however, that either party may terminate the agreement prior to the expiration of its term by giving the other party a written notice at least fifteen (15) days prior to the intended date of termination. In case of such termination, **Consultant** shall not be entitled to recover any compensation or damages from **CIAC** except the payment of his service fee up to the effective date of termination;
6. **EMPLOYER-EMPLOYEE RELATIONSHIP:** There shall be no employer-employee relationship between **CIAC** and **Consultant** considering that the services to be rendered by the latter shall only be for a particular undertaking. Hence, **CIAC** shall have no obligation or responsibility with respect to any and all obligations of an employer imposed by any Philippine labor, social and welfare legislation such as, but not limited to, the Labor Code, SSS Laws, Medicare Act and any amendment thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this MAR 22 2017 day of _____ 2017, at Clark Freeport Zone, Philippines.


CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC)

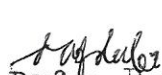
by:


ALEXANDER S. CAUGUIRAN
 OIC/Acting President and CEO


ENGR. ELMER T. RAMONEDA
 Consultant

Signed in presence of:


 Rosa Dayrit
 Witness
 GERALDINE BERAMADAN
 0570 VAN METERN ST. VAN ANGELES URB. 02000
 ANGELES CITY


 Dafne Dale Balining
 Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF PAMPANGA)SS.

BEFORE ME, a Notary Public for and in the ANGELES CITY, Province of Pampanga, this MAR 02 2017 day of 2017, personally appeared the following:

NAME	VALID I.D.	DATE/PLACE ISSUED
ALEXANDER S. CAUGUIRAN	Philippine Passport EC6998882	Valid Until 10-19-2019 DFA Angeles City
ENGR. ELMER T. RAMONEDA	PRC No. 0020953	7.12.2018

known to me the same persons who executed the foregoing instrument consisting of four (4) pages, including this page, wherein the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof, and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

[Handwritten signature]
notary public

Doc. No. 446;
Page No. 68;
Book No. XXII;
Series of 2017.

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ATTY. MYLENE A. YTURRALDE-CHAN
LAWYER NOTARY PUBLIC
 Commission Serial No. 2015-539
 (Until December 31, 2017)
 Place of Commission: Angeles City, Pampanga
 Roll of Attorneys No. 51097
 IBP Lifetime No. 65365/05.16.2005; Pampanga
 P.T.R. No. AC-0893980/01.03.2017/Angeles City
 MCLE Compliance No. Y-0003989
 Date of Compliance: 10.01.14
 Insurance Bldg., McArthur Highway
 Sto. Domingo, Angeles City. 2009
 Tel. No. (+6345) 323-8046
 Email address: ychan.law@gmail.com

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TERMS OF REFERENCE AND SCOPE OF SERVICES

Civil Works Engineering Consultant for Horizontal Projects

Rationale

Clark International Airport Corporation desires to engage the services of a Consultant who will assist the Engineering and Maintenance Department in the development stages of the Terms of Reference (TOR) and to facilitate in the conduct of public bidding for the **HIRING OF CONSULTANCY SERVICES TO CONDUCT DETAILED ENGINEERING DESIGN AND MANAGEMENT FOR THE NEW PASSENGER TERMINAL BUILDING WITH EIGHT (8) MILLION PASSENGER PER ANNUM (MPPA) AT THE CLARK CIVIL AVIATION COMPLEX (CCAC)** or "Project", to ensure in providing comprehensive consultancy services for Civil Works Engineering which cover all dimensions and phases of the Project, that involves in the hiring of a qualified Consultant for the preparation of the detailed engineering design, supervision and management.

Duration of Engagement

A six (6)-month engagement of one (1) Civil Works Engineering Consultant is proposed and commencing on March 22, 2017 until September 22, 2017 and may be renewed for such duration and under such terms and conditions, as CIAC may deem necessary. Provided, however, that either party may terminate the agreement prior to the expiration of its term by giving the other party a written notice at least fifteen (15) days prior to the intended date of termination.

Work Scope and Deliverables

The proposed Consultant shall:

1. Review, evaluate and submit recommendations to the "Project"; Terms of Reference, Bidding Documents and Contract relative to applicable laws, rules and regulations such as: Civil Aviation Authority of the Philippines, International Civil Aviation Organization, National Building Code of the Philippines;
2. Submit recommendations of the applicable civil works engineering for the horizontal structures on the Project for inclusion to the technical specification to be made by the DED-Consultant
3. Assist and conduct evaluation/ assessment during pre procurement, pre-bid conference, submission and opening of bids, detailed evaluation and post qualification of the Highest Rated Responsive Bid for the Project;
4. Render advice/ recommendation/ assistance in the planning stage for the hiring of the DED-Consultant within specified budget and time; and
5. Shall submit monthly reports to the CIAC Management.



Cost of Engagement

In consideration of his services as Consultant, CIAC shall pay him a monthly fee of Fifty Thousand Pesos (Php 50,000.00) net of tax, plus Ten Thousand Pesos (Php 10,000.00) as miscellaneous expenses based on actual receipts shall be paid on an output basis as may be certified as accepted by the CIAC President and CEO.

Minimum Requirements:

The Consultant shall submit the following documentary requirements:

1. Curriculum Vitae;
2. BIR Certificate of Registration; and
3. PhilGEPS Registration Number.



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