

**CONTRACT FOR CONSULTING SERVICES  
FOR THE ENHANCEMENT AND IMPLEMENTATION  
OF THE BUILD BUILD BUILD PORTAL**

THE PUBLIC IS INFORMED:

This Contract is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, an instrumentality of the government vested with corporate powers created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented by its Executive Vice-President, **AILEEN ANUNCIACION R. ZOSA**, who is authorized for this purpose pursuant to Item 178, Page 25 of the BCDA Revised Manual of Approval dated 22 November 2017, a copy of which is attached hereto as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

The **TECHNOVORE SYSTEMS, INC.**, with principal office address at Unit 3F1 8101, Pearl Plaza Drive, Ortigas Center, Brgy. San Antonio, Pasig City, Metro Manila, represented herein by its Chairman and CEO, **ANGELO G. NUESTRO**, who is duly authorized for this purpose, as evidenced by the attached, which is marked hereto as **Annex "B"**, and made an integral part hereof, hereinafter referred to as the "**CONSULTANT**".

BCDA and the CONSULTANT shall be referred individually as a "Party" and collectively as the "Parties".

**ANTECEDENTS:**

In November 2016, the Duterte Administration launched the biggest infrastructure project in the history of the country in support of its 10-point socio-economic agenda and the 2017-2022 Philippine Development Plan.

The implementation of these various big-ticket infrastructure projects is expected to propel and unlock the country's economic potential.

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To effectively carry out the Build Build Build (BBB) Infrastructure Plan of the government, the government's lead infrastructure and development agencies, namely: the Bases Conversion and Development Authority (BCDA), the Department of Transportation (DOTr) and the Department of Public Works and Highways (DPWH), in collaboration with the Department of Budget and Management (DBM), the Department of Finance (DOF), and the National Economic and Development Authority (NEDA), are working in close coordination.

In order to sustain the strong inter-agency cooperation and ensure the success of the BBB Infrastructure Plan, there must be a commitment at the highest level from these agencies. To formalize this cooperation and coordination among these agencies, a Memorandum of Agreement was executed among them, a copy of which is attached as **Annex "C"**, for the creation of the Build Build Build Inter-Agency Core Committee (BBB-CC). The main task of the BBB-CC is to plan, organize and implement the promotional activities as well as the communication plans and strategies to efficiently and effectively implement the BBB Plan.

In line with the implementation of the promotional activities and the communication plans and strategies of the BBB Infrastructure Plan, the BBB-CC is likewise tasked to establish a tool that can monitor and highlight the priority infrastructure projects of the government.

Thus, an internet portal for the BBB Plan with a domain - "build.gov.ph" was developed. The internet portal (hereafter referred to as BBB Portal) is jointly owned, managed and administered by the members of the BBB-CC.

The Portal was already developed with some basic features but it still requires further enhancement to suit the needs of the BBB-CC members. Hence, the necessity for hiring the services of an expert for said further enhancement and development of the Portal.

Under the MOA, the BBB-CC has authorized BCDA to procure the services of the consultant who shall be responsible for the further enhancement and development of the BBB Portal. However, the member-agencies reserve the right to participate in the evaluation of the proposals of the interested bidders.

BCDA, DOTr and DPWH have agreed to share their resources in the procurement of consulting services.

In BAC-C Resolution No. BC-2018-016 dated 10 May 2018, the Bids and Awards Committee for Consulting Services (BACC) of BCDA declared Technovore Systems, Inc. as the bidder with the Highest Rated and Responsive Bid (HRRB) for the Consulting Services for the Enhancement and Implementation of the BBB Portal and recommended to BCDA the award of the Contract.

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ACCORDINGLY, the Parties agree as follows:

**ARTICLE I  
SCOPE OF WORK**

AREA/SCOPE OF WORK	DESCRIPTION/FEATURES
A. Build Build Build Portal build.gov.ph	The CONSULTANT shall implement a Transparency and Accountability Portal that is accessible anytime and anywhere with the use of internet. The Portal shall serve as an online gateway to access data in online database, document management system, job portal, feedback and case management system and metrics dash boards.
	The CONSULTANT shall enhance the Build Build Build website and integrate it with a platform which is Cloud-based.
	<p>The Build Build Build Portal shall feature, among others, but not limited to the following information and services:</p> <ol style="list-style-type: none"> <li>1. Home page</li> <li>2. Project Details which shall allow the following (may require future modifications based on current activities of the Build Build Build Team): <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Project Description</li> <li>• Project Location</li> <li>• Budget</li> <li>• Industry Sector</li> <li>• Project Proponent</li> <li>• Funding Source</li> </ul> </li> </ol>

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	<ul style="list-style-type: none"> <li>● Project Status</li> <li>● Project Milestones and Sub Milestones</li> <li>● Project Documentation and Information</li> </ul> <ol style="list-style-type: none"> <li>3. Job Portal</li> <li>4. Feedback Platform</li> <li>5. Project Management and Monitoring</li> <li>6. RSS News</li> <li>7. Success Stories</li> <li>8. Live Streaming Videos/Stored Videos</li> <li>9. Dynamic Polling/Survey</li> <li>10. Dashboards</li> <li>11. Reports</li> <li>12. Official Issuances</li> <li>13. Contact Information</li> <li>14. Social Network Integration, such as links to Facebook and Twitter</li> <li>15. Mood Meter</li> </ol> <p>The CONSULTANT shall implement a Document/Imaging uploading system that will perform and be capable of the following:</p> <ol style="list-style-type: none"> <li>a. Uploading and hosting of all necessary documents/images/videos and other files relating to each of the Projects featured</li> </ol>
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	<p>b. Presentation and showcasing of those files within the specific product pages in the Portal</p> <p>c. Allow the users to upload actual photos of the projects and download printable files uploaded directly to the Portal</p> <p>The CONSULTANT shall ensure the availability of a facility for the public to directly download photos and relevant documents directly from the Portal. The Portal shall be mobile/tablet adaptive/responsive and shall be accessible in all internet browsers, such as Chrome, Mozilla, Safari, among others.</p>
<p>B. Project Management, Business Process Management System (BPMS) and Content Management Platform on the Backend</p>	<p>The CONSULTANT shall ensure the availability of applications in the Backend, such as content management applications, case management, among others.</p> <p>Selected data from the Backend, as required by BBB team, must be displayed in the Build Build Build Portal (Section 3.A hereof)</p> <p>The Cloud Platform and Database shall allow remote user access, minimum of 25 users, and management of the database of Build Build Build via a web-based platform through internet connection.</p> <p>The CONSULTANT shall ensure that the Backend Platform has the following functions:</p> <ol style="list-style-type: none"> <li>1. Process – Design, execute, manage, and optimize enterprise business process using BPMS process modelling and execution platform</li> </ol>

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	<ol style="list-style-type: none"> <li>2. Rules – Automate, enforce and audit policies and practices and with agile, centrally-managed business rules</li> <li>3. Portal – Create dashboard mash-ups that deliver rich and personalize information and actions to each role in the process</li> <li>4. Analytics – Track real-time process performance, create rich reporting dashboards, identify process bottlenecks, and optimize process efficiency</li> <li>5. Content Management – Share, manage and store important documents and content in the processes with seamlessly integrated enterprise content management features</li> <li>6. Case Management – Efficiently manage all feedback generated from Build Build Build Portal by proper routing and monitoring from the creation of the ticket all the way to resolution</li> <li>7. Data Access – Connect enterprise data sources and quickly build new processes that incorporate and manage existing data</li> </ol>
C. Job Portal	The CONSULTANT shall ensure that a Job Portal is integrated inside the BBB Portal that will enable government agencies and their contractors/sub-contractors or manning agencies to fully manage posting relevant jobs per project.

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	<p>The CONSULTANT shall ensure that the Job Portal is accessible to job applicants and shall allow the submission of applications, resumes, and other related documents, as may be required.</p>
	<p>The CONSULTANT shall enable the Job Portal to integrate with existing external job platforms and websites, such as recruitday.com and/or jobstreet.com.</p>
	<p>The CONSULTANT shall be able to gather and present all relevant data through a dashboard that will be shown in the Build Build Portal, tracking employment data and numbers as a result of the Build Build Infrastructure Projects.</p>
	<p>The Job Portal shall be an end-to-end solution that will enable Job Matching between potential employers (contractors) and job applicants.</p>
	<p>The Job Portal shall enable employment tracking so as to give and push new job opportunities to job applicants in the database if and when their current contracts end ensuring sustainability of employment.</p>
	<p>The Job Portal must be integrated with social media applications such as Facebook Messenger to enable chat platforms between the employer and job applicants through third party Job Platform, gather their applications and match their qualifications to available jobs. The chat platform shall automatically integrate to the back end database of the third party Job Platform through Application Programming Interface (APIs) for seamless integration.</p>

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	<p>The Consultant shall provide necessary support to the contractors by directly coordinating with them upon endorsement of the respective agencies.</p>
<p>D. Case Management System</p>	<p>The Consultant shall implement a case management system which shall have the following functions/features:</p> <ol style="list-style-type: none"> <li>1. Receive data, such as queries, complaints, suggestions, photos, reports from various sources available (calls, short messaging service, Facebook Messenger, Viber, among others) and submit these to the BBB team;</li> <li>2. Integrate all queries, complaints, suggestions photos, reports and other information received in the Portal into a single backend platform;</li> <li>3. Create proper identification and location of individuals who submitted the reports;</li> <li>4. Receive data from a single platform and assign tickets to responsible personnel who shall resolve the matter and prepare the reports;</li> <li>5. Monitor all activities per ticket;</li> <li>6. Close tickets once the issues are resolved;</li> <li>7. Provide a facility to communicate directly with complainants;</li> <li>8. Monitor and report aging of tickets; and</li> </ol>

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	<p>9. Provide dashboards that show all related captured big data from all the tickets.</p>
<p>E. Cloud Hosting Services</p>	<p>1. The CONSULTANT shall implement a scalable and robust Cloud Hosting Service for the Build Build Build Portal whose Cloud Hosting Service Data Center shall be Tier III at the minimum and shall be able to offer 100% hardware infrastructure redundancy (preferably Amazon Web Services, Microsoft Azure or Vritalus).</p> <p>2. The CONSULTANT shall ensure that the cloud hosting has two (2) instances to be used independently for:</p> <ul style="list-style-type: none"> <li>a. The Build Build Build front end portal; and</li> <li>b. The Build Build Build back end application, database and Database Management System.</li> </ul> <p>3. The CONSULTANT shall ensure a minimum 2000 Gigabits Per Second (GBPS) dedicated bandwidth for the cloud servers.</p> <p>4. The CONSULTANT shall include all necessary server software licenses, namely:</p> <p>Microsoft Windows Standard 2012 R2 64 Bit</p> <p>Microsoft Structure Query Language (MS SQL) Standard 2012</p> <p>The minimum required license is Windows Standard 2012.</p>

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	<p>5. The Cloud Hosting Solution shall have the following features:</p> <p>a. Capacity and Performance Management</p> <ul style="list-style-type: none"><li>• Fine Grained Access Control Lists (ACLs) for resource allocation</li><li>• Resource Quota Management to track and limit resource allocation</li><li>• Dynamic Creation of Clusters as pools of hosts</li><li>• Dynamic Creation of Virtual Data Centers as fully-isolated virtual environments</li><li>• Federation of multiple zones for scalability, isolation or multiple support</li></ul> <p>b. High Availability and Business Continuity</p> <ul style="list-style-type: none"><li>• High availability architecture</li><li>• Persistent database backend with support for high availability configurations</li></ul> <p>c. Virtual Infrastructure Management</p> <ul style="list-style-type: none"><li>• Virtual Infrastructure Management adjusted to enterprise data centers</li><li>• Complete life-cycle management of virtual resources</li></ul>
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	<ul style="list-style-type: none"><li>• Powerful hooking system</li><li>• Full control, monitoring and accounting of virtual infrastructure resources</li><li>• Fine-grained multi-tenancy</li></ul> <p>d. Hybrid Cloud</p> <ul style="list-style-type: none"><li>• Native support for Cloud Bursting with connectors for Amazon Web Services (AWS), Softlayer and Azure</li></ul> <p>e. Security</p> <ul style="list-style-type: none"><li>• Fine-grained ACLs and user quotas</li><li>• Powerful user, group and role management</li><li>• Integration with user management services</li><li>• Fine-Grained auditing</li><li>• Support for isolation at different levels</li></ul> <p>f. Integration with Third Party Tools</p> <ul style="list-style-type: none"><li>• Modular and extensible architecture</li><li>• Customizing plug-ins for integration with any third party data center service</li><li>• Application Program Interface (API) for integration with higher level tools</li></ul>
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	<p>g. Upgrade Process</p> <ul style="list-style-type: none"> <li>• Long Term stability and performance through a single integrated patching and upgrade process</li> </ul> <p>h. Quality Assurance</p> <ul style="list-style-type: none"> <li>• Internal quality assurance process for functionality, scalability, performance, robustness and stability</li> </ul>
<p>F. Operations and Maintenance</p>	<ol style="list-style-type: none"> <li>1. Ensure that the Portal is hosted online 24 hours a day, 7 days a week, and is accessible worldwide through the internet</li> <li>2. Provide Online, Phone and Physical support ensuring that the BBB Portal and the Business Process Management System (BPMS) software is 99.999% of the time</li> <li>3. Provide and ensure a secure and reliable access and/or license for the content management of the various projects</li> </ol>
<p>G. Project Duration</p>	<ol style="list-style-type: none"> <li>1. Contract duration is for six (6) months but the Consultant shall mobilize and make all the components operational within and not exceeding twenty (20) working days from issuance of Notice to Proceed (NTP).</li> </ol> <p>The cloud hosting and operations and maintenance is for a period of six (6) months commencing immediately after the completion of the enhancement of the portal. The warranty support is for a period of one (1) month after contract expiry.</p>

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	<p>However, the services may be extended through a separate contract expiry. However, the services may be extended through a separate contract subject to the usual procurement procedures.</p>
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**ARTICLE II  
DELIVERABLES**

The Consultant is required to submit or deliver the following:

1. Weekly Report on the status of the Portal Enhancement
2. Monthly Report on the status of the following:
  - a. Project Management, Business Project Management System and Content Management as per defined objectives issued by the Project Team;
  - b. Job Portal as per defined objectives issued by the Project Team;
  - c. Case Management as per defined objectives issued by the Project Team;
  - d. Cloud Performance and integration efforts, if any; and
  - e. Operations and maintenance of the system, including but shall not be limited to needed corrections, mitigation of errors or performance issues.
3. Completion Report on the following:
  - a. Portal Enhancement, twenty (20) days after receipt of the Notice to Proceed; and
  - b. Training conducted, twenty (20) days after the conduct of training.
4. User Manual, thirty (30) days after completion of Portal Enhancement;
5. Training Manual, thirty (30) days after contract period;
6. Business Blueprint/Plan;

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7. System Documents/Configuration Documents; and
8. Terminal Report, which includes evaluation of the Portal performance.

### **ARTICLE III PROJECT TEAM**

The CONSULTANT must maintain in its employ the following key personnel who shall be exclusively assigned to the Project:

1. One (1) Project Manager;
2. At least two (2) Technical/Functional/Support/Database Specialists; and
3. One (1) Website Developer.

The CONSULTANT guarantees that all its personnel who shall be assigned to the Project have the requisite skills and technical training to perform the services required.

### **ARTICLE IV OBLIGATIONS OF BCDA**

BCDA shall create a Coordinating Team who shall facilitate, prepare, and provide information on business operations requirements and coordinate the same with the CONSULTANT for its efficient performance.

BCDA shall likewise facilitate the processing and approval of documents and reports submitted by the CONSULTANT pursuant to the agreed deliverables.

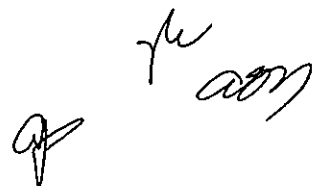
### **ARTICLE V LOGISTICAL SUPPORT**

The BBB-CC shall provide, whenever necessary, the workspace, tables and chairs, and multi-purpose tables for the CONSULTANT's personnel while they are working on site for data or information gathering.

### **ARTICLE VI CONSIDERATION AND TERMS OF PAYMENT**

In consideration of the services rendered by the CONSULTANT under this Contract, the BBB-CC through BCDA shall pay the CONSULTANT the total amount of Pesos: **FOUR MILLION TWO HUNDRED THOUSAND and 00/100 (PhP4,200,000.00)**, inclusive of all applicable taxes and fees, payable as follows:

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MILESTONE	PERCENTAGE OF PAYMENT BASED ON THE TOTAL AMOUNT OF CONSIDERATION
Upon issuance of the Notice to Proceed	15%
Upon submission of Report on trainings conducted together with the Training Manual	60%
Upon submission of the Terminal Report	10%
Upon turnover of all the data at the end of the contract	15%

Payment shall be made within fifteen (15) calendar days from acceptance/completion of each deliverable. No progress payment shall be construed as an acceptance of the works or any portion thereof. BCDA shall have the right to deduct from the CONSULTANT's claim for progress payment such amounts as may be necessary to cover third party liabilities and uncorrected defects discovered in the Consultant's submission.

#### ARTICLE VII OWNERSHIP OF DATA

The Build Build Build Inter-Agency Core Committee (BBB-CC), consisting of the following government agencies, namely: Department of Finance (DOF), the Department of Public Works and Highways (DPWH), the Department of Transportation (DOTr), the Department of Budget and Management (DBM), the National Economic and Development Authority (NEDA), and the Bases Conversion and Development Authority (BCDA) shall have joint ownership, management and administration of the Portal.

Except for the data in the Job Portal, all relevant data, materials, documents or reports prepared in the course of the performance of the services of the CONSULTANT shall be considered the exclusive property of the BBB-CC, and shall not be used by the CONSULTANT without the prior written approval of the BBB-CC through BCDA.

Upon the termination or expiration of the Contract, all such data, materials, documents or reports, including the "Super Admin" account (an account that can grant rights or permissions for other users or execute maintenance tasks, among others) shall be turned over by the CONSULTANT to the BBB-CC through BCDA. The CONSULTANT shall not retain any of the said materials for its records. The data build-up must function using the BBB-CC server even upon the expiration of the contract.

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**ARTICLE VIII  
STANDARD OF SERVICES**

The CONSULTANT shall fulfill its obligations 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 and shall work for the best interest of BCDA.

**ARTICLE IX  
PERFORMANCE SECURITY**

The CONSULTANT shall post a Performance Security within ten (10) calendar days from its receipt of the Notice of Award (NOA), and in no case later than the signing of the Contract. The Performance Security may be in any of the following forms:

FORM OF SECURITY	AMOUNT OF PERFORMANCE SECURITY (EQUAL TO % OF THE TOTAL CONTRACT PRICE)
Cash, or cashier's check/manager's check issued by a Universal or Commercial Bank	5%
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5%
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	30%

The Performance Security shall remain valid until the issuance by BCDA of the Final Certificate of Acceptance.

The Performance Security shall be posted in favour of BCDA, and shall be forfeited in its favor in the event it is established that the CONSULTANT is in default in any of its obligations under the contract.

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The Performance Security shall be posted in favour of BCDA, and shall be forfeited in its favor in the event it is established that the CONSULTANT is in default in any of its obligations under the contract.

The Performance Security shall be released after the issuance of the Certificate of Final Acceptance subject to the condition that BCDA has no pending claims against the CONSULTANT.

### **ARTICLE X PROJECT DURATION**

The Contract duration is for nine (9) months and twenty-five (25) days. The CONSULTANT shall mobilize and make all the components operational within twenty (20) working days from the issuance of the Notice to Proceed.

The cloud hosting, operations and maintenance of the Portal, with a duration of six (6) months, shall commence immediately after the completion of the enhancement of the Portal.

The warranty support is for a period of one (1) month after expiry of the contract. However, the services may be extended through a separate contract, subject to the usual procurement procedures.

### **ARTICLE XI WARRANTIES AND REPRESENTATIONS**

The Parties present and warrant that they have all the requisite power, authority and capacity to enter into this Contract and to perform its stipulated duties and obligations according to its terms.

The Parties further present and warrant that the execution of this Contract does not violate any provision of applicable Philippine laws nor does not conflict with, or result in any breach or termination of any agreement by which they are bound.

### **ARTICLE XII FORCE MAJEURE**

No failure or omission to carry out or observe any of the terms, provisions or conditions of this Contract shall give rise to any claim by any party hereto against the other or be deemed to be in breach of this Contract, if the same shall be caused by force majeure as defined in Philippine law and jurisprudence.

The Party invoking the existence of force majeure shall:

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such occurrence and notify in writing the other party of such resumption;  
and

- b. Resume performance of its obligations within a reasonable time after cessation of the force majeure but not beyond fifteen (15) days from cessation of the force majeure and notify in writing the other party of such resumption.

### **ARTICLE XIII EVENTS OF DEFAULT**

CONSULTANT's Events of Default – The occurrence of any of the following events shall constitute default on the part of the CONSULTANT:

- a. Failure to deliver the Project on time; and
- b. Failure of the delivered Project to correspond to the requirements or standards set in this Contract for no justifiable or valid reason.

BCDA's Events of Default – The occurrence of any of the following events shall constitute default on the part of BCDA:

- a. Failure to pay the CONSULTANT based on the terms provided in Article VI hereof for no justifiable or valid reason; and
- b. Failure to comply with any of its obligations under this Contract for no justifiable or valid reason.

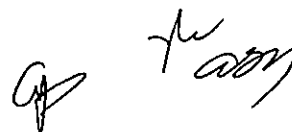
### **ARTICLE XIV TERMINATION BY DEFAULT**

Should a Party commit an act constituting an Event of Default under Article XIII hereof, the non-defaulting party may terminate this Contract by serving a written notice to the defaulting party specifying the ground for termination and giving the defaulting party a period of thirty (30) working days within which to rectify the default. If the default is not remedied within said period to the satisfaction of the non-defaulting party, the latter shall serve upon the former a written notice of termination indicating the effective date of termination.

Should this Contract be terminated due to the CONSULTANT's default:

- a. BCDA shall designate new technical experts for the accomplishment of the Project.

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- b. BCDA shall, at all times and at its sole option, have the right to invoke and exercise any other remedy that may be available under applicable laws, rules/regulations.
- c. Upon termination of this Contract due to the foregoing causes or due to the completion of the Project, the CONSULTANT shall return all documents received/generated in connection with the Project. For this purpose, the Project shall be deemed complete insofar as BCDA is concerned upon payment by BCDA of Ninety Percent (90%) of the consideration stated under Article VI hereof. In case of termination because of breach by the Consultant, the amount due the Consultant for the services actually rendered shall be treated as payment for liquidated damages under Item 15, and in case of any deficiency in the payment for liquidated damages, the Performance Security shall answer for such deficiency.

**ARTICLE XV  
TERMINATION ON NOTICE**

BCDA may terminate this Contract by giving the CONSULTANT a thirty (30)-day written notice of BCDA's intention to terminate the services of the CONSULTANT. Upon pre-termination of this Contract, a pro-rated settlement of services rendered by the CONSULTANT shall be made only up to the date of termination of its services.

The CONSULTANT may terminate its agreement with BCDA if the latter is in material breach of its obligations pursuant to the Contract and has not remedied the same within sixty (60) days following its receipt of the CONSULTANT's notice specifying such breach. The CONSULTANT must serve a written notice to BCDA of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by BCDA.

**ARTICLE XVI  
LIQUIDATED DAMAGES**

In case of delay in the performance of obligations by the CONSULTANT, without fault or negligence on the part of BCDA, BCDA shall, without prejudice to other remedies under this Contract and the applicable laws, hold the CONSULTANT liable for liquidated damages in an amount equivalent to one tenth (1/10) of one percent (1%) of the Contract Price for each day of delay.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, BCDA may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

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**ARTICLE XVII  
SETTLEMENT OF DISPUTE**

The Parties shall resolve any dispute arising out of or relating to this Contract through negotiations, amicable settlements or dispute resolution between senior executives of the Parties who are authorized to settle the same.

Failure to amicably settle any dispute within thirty (30) days from written notice of dispute entitles the Parties to file suit before the proper court within Taguig City, to the exclusion of other courts.

**ARTICLE XVIII  
NO EMPLOYER-EMPLOYEE RELATIONSHIP**

No employer-employee relationship shall exist between the CONSULTANT, its representatives and/or agents and BCDA. Hence, BCDA shall not in any way be liable or responsible for any personal injury or damage, including death, suffered or caused by or to the CONSULTANT, its representatives and/or agents 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. The CONSULTANT agrees and binds itself to save and hold BCDA free from any liability with respect thereto and/or arising therefrom. The CONSULTANT likewise holds BCDA free and harmless from any liability or damage arising from the performance of its work without the approval of BCDA.

**ARTICLE XIX  
NOTICES**

Any notice, request, or consent required 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 its given address, which shall be effective when delivered and duly received.

The CONSULTANT shall inform BCDA in writing of any change of its address within three (3) calendar days from such change. Should it fail to communicate in writing the

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The CONSULTANT shall inform BCDA in writing of any change of its address within three (3) calendar days from such change. Should it fail to communicate in writing the change of its address, any notice served upon its given address shall be deemed received by it.

## ARTICLE XX MISCELLANEOUS

### ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract. This Contract cannot hereafter be modified or altered, except by a written instrument duly signed by the parties hereto.

### SEPARABILITY

The invalidity or unenforceability of any provision hereof shall not affect or impair the other provisions, which shall be given full force and effect.

### NON-WAIVER

No provision of this Contract shall be deemed waived and no breach excused, unless such waiver is in writing and signed by the party who is claimed to have waived or consented thereto.

No waiver of any particular provision or breach of this Contract shall be held to be a waiver of any other provision hereof.

### SUCCESSORS AND ASSIGNS

This Contract shall be binding and shall inure to the benefits of the parties, their heirs, successors and/or assigns.

### EFFECTIVITY OF THE AGREEMENT

This Contract shall take effect on the date stated in the Notice to Proceed and shall continue to be in force until the completion of the project or the delivery or performance of all the deliverables as agreed upon.



OGCC REVIEW

This Contract has been reviewed and approved by the Office of the Government Corporate Counsel ("OGCC"), as stipulated in its Contract Review No. 062, Series of 2018. Other changes to be instituted shall be in writing and subscribed by the parties.

SIGNED BY THE PARTIES on MAY 28, 2018 in \_\_\_\_\_, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**


**TECHNOVORE SYSTEMS, INC.**

By:

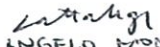
  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice-President



By:

  
**ANGELO G. NUESTRO**  
Chairman and CEO

Signed in the Presence of:

  
CARLO ANGELO MONTEALESQUE

M



ACKNOWLEDGMENT


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

Before me, a Notary Public for and in Taguig City JUN 05 2018, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA		
ANGELO G. NUESTRO		

They are known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signature they affix confirm their own free act and the entities they each represent.

Doc No. 179 ;  
Page No. 37 ;  
Book No. 11 ;  
Series of 2018.

  
GUALBERTO J. OYZON, JR.  
Notary Public for Taguig City, Philippines  
Appointment No. 22, Until 31 December 2019  
2/F BTC 21<sup>st</sup> St., BGC, Taguig City, 1631  
PTR No. A-3774071, Taguig City/16 January 2018  
Roll of Attorneys No. 48062/IBF Lifetime Member No. 04862  
MCLE Compliance No. V-0005517/14 January 2015



