

Contract Agreement

CONSULTING SERVICES FOR THE PRODUCTION OF THE BCDA 2021 ANNUAL REPORT

This **CONTRACT** is executed on MAR 15 2022 (Date) between:

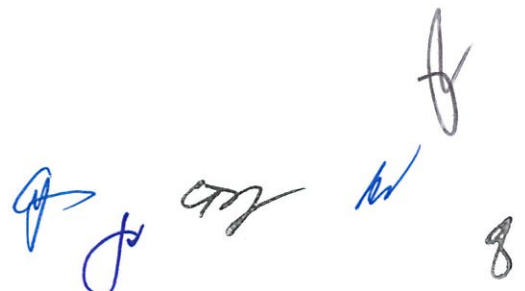
BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its Officer-in-Charge President and CEO, **ARISTOTLE B. BATUHAN**, who is duly authorized for this purpose under Item 178 of the Revised Manual of Approval dated 22 NOVEMBER 2017, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

COMS360, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 4/F LTA Building, 118 Perea Street, Legazpi Village, Makati, represented herein by its Development Cluster Director, **JOSE REUBEN Q. ALAGARAN II**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated _____, a copy of which is attached hereto as **Annex "B"**, hereinafter referred to as the "**CONSULTANT**".

ANTECEDENTS:

BCDA is desirous that the Consultant execute the Contract for Consulting Services for the Production of the BCDA 2021 Annual Report (hereinafter called "the Consulting Services") and Coms360, Inc. has accepted the bid for the Consulting Services for **Pesos: Nine Hundred Ninety-Nine Thousand Nine Hundred Twenty-Two and 0/100 (Php999,922.00)**, inclusive of all applicable government taxes and fees for the execution and completion of such Consulting Services and the remedying of any defects therein.



ACCORDINGLY, the Parties agree as follows:

1. All words and expressions shall have the same meaning as are respectively assigned to them in the conditions of this Contract and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. General and Special Conditions of Contract;
 - b. Terms of Reference;
 - c. Request for Quotations/Proposals;
 - d. Bid Data Sheet
 - e. Addenda and/or Supplemental/Bid Bulletin, if any;
 - f. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g. bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - g. Eligibility requirements, documents and/or statements;
 - h. Performance Security;
 - i. Notice of Award of Contract and the Bidder's conforme thereto;
 - j. Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with BCDA to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. BCDA hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price in the amount of **Pesos: Nine Hundred Ninety-Nine Thousand Nine Hundred Twenty-Two and 0/100 (Php999,922.00)**.
5. The Consultant shall strictly adhere to the Terms of Reference, General and Special Conditions of the Contract, as well as other documents which form part of this Contract, to ensure that all the requirements, terms and conditions imposed herein are duly complied with.



6. Failure of BCDA to insist upon a strict performance of any of the terms and conditions of this Contract shall not be deemed as relinquishment or waiver of any rights or remedy that BCDA might have against the Consultant for any breach or default of the terms and conditions of the Contract. No waiver of any rights under this Contract shall be deemed to have been made, unless expressed in writing and signed by the waiving party.
7. Amendments/Supplements to this Contract may only be made by mutual written agreement of the parties subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations or directives shall form part of this Contract.
8. Each Party shall not assign nor transfer any or all of its rights, benefits or obligations under this Contract without the prior written consent of the other Party.
9. If any term or provisions of this Contract or application thereof, to any extent, be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect.
8. This Contract may be terminated by the parties in accordance with the provisions under the 2016 Revised Implementing Rules and Regulations of R.A. 9184, and GPPB Guidelines and Issuances.
9. This Contract shall be effective for eight (8) months from the date stated in the Notice to Proceed (“Effective Date”). (Please refer to Item 22 of the GCC)
10. The Parties agree to resolve any dispute that may arise between them with respect to this Contract through good faith and amicable negotiation. If at any time during such negotiation, one Party determines in good faith that the Parties cannot resolve the dispute through negotiations, that Party will 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,” as amended, and RA 876 otherwise known as “The Arbitration Law of 1953,” failing which, the Parties may resort to the filing of the appropriate case in the upper courts of Taguig City to the exclusion of the other courts. The arbitration shall be conducted in Metro Manila, Philippines.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first before written.

The image shows three handwritten signatures in blue ink. The first signature on the left is a stylized 'J' or 'G'. The middle signature is more complex, possibly 'Cruz'. The signature on the right is a simple 'B' or 'G' with a small mark below it.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

COMS360, INC.

By:



ARISTOTLE B. BATUHAN
Officer-in-Charge President and CEO

By:



JOSE REUBEN Q. ALAGARAN II
Development Cluster Director



Signed in the Presence of:



LEILANI BARLONGAY-MACASAET
Vice President, Public Affairs Department

Sumang
Melencio T. Diaz Jr.
Account Manager



ACKNOWLEDGMENT

Republic of the Philippines)

Taguig City) ss.
MAKATI CITY

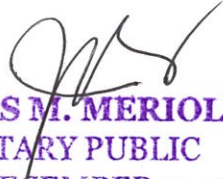
MAKATI CITY

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

Name	Government Issued ID	Date/Place Issued
ARISTOTLE B. BATUHAN		
JOSE REUBEN Q. ALAGARAN		

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signature confirm their own free acts and the entities they represent.

SIGNED AND SEALED on **MAR 15 2022** in **MAKATI CITY**, Philippines.



ATTY. OSIAS M. MERIOLES, JR.

NOTARY PUBLIC

UNTIL DECEMBER 31, 2021

Extended until June 30, 2022 per B.M. No. 3795

No. 33 J. P. Rizal Ext., Comembo, Makati City

PTR NO. 0025587 / 01/03/2022 / MAKATI CITY

IBP NO. 166807 / 11/04/2021

ROLL NO. 52598 / APPT. NO. M-134

Telephone No. (02) 8882-7282

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