

**Supply, Delivery and Installation of ICT Infrastructure and Equipment
for the National Academy of Sports (NAS) – Phase 2
at New Clark City**

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__ between **BASES CONVERSION AND DEVELOPMENT AUTHORITY** with principal office at BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, duly authorized for this purpose under BCDA Board Resolution No. 2023-04-049, as evidenced by Secretary's Certificate dated 20 July 2023 hereto attached as Annex "A" and made an integral part hereof and hereinafter called the "**ENTITY**" and **MICROGENESIS SOFTWARE, INC.** with principal office at U1202 Paragon Plaza Bldg., 162 EDSA corner Reliance Street Mandaluyong City, Metro Manila, Philippines, represented herein by its Authorized Representative, **ELLA MAY M. TECSON**, duly authorized for this purpose as evidenced by Secretary's Certificate dated 10 November 2023 hereto attached as Annex "B" and made an integral part hereof and hereinafter called the "**SUPPLIER**" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services particularly the **Supply, Delivery and Installation of ICT Infrastructure and Equipment for the National Academy of Sports (NAS) – Phase 2 at New Clark City** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Forty-Nine Million Eight Hundred Eighty-Five Thousand One Hundred Ninety-Nine Pesos and 00/100 (Php49,885,199.00)** (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;

- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Forty-Nine Million Eight Hundred Eighty-Five Thousand One Hundred Ninety-Nine Pesos and 00/100 (Php49,885,199.00)**, or such other sums as may be ascertained, **MICROGENESIS SOFTWARE, INC.** agrees to supply, deliver and install **ICT Infrastructure and Equipment** for the National Academy of Sports (NAS) – Phase 2 in accordance with his/her/its Bid.
4. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

MICROGENESIS SOFTWARE, INC.

By:

By:

[Redacted Signature]
JOSHUA M. BINGCANG
 President and CEO [Redacted]

[Redacted Signature]
ELLA MAY M. TECSON
 Authorized Representative



Signed in the presence of:

[Redacted Signature]
GISELA Z. KALALO
 Executive Vice President

[Redacted Signature]
PINKY T. ENDOZO
 Sales Manager

[Redacted Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

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

Name	Competent Evidence of Identity	Date of Issue / Expiry	Place of Issue
JOSHUA M. BINGCANG	PASSPORT	2/26/2031	DFA ANGELES
ELLA MAY M. TECSON	POSTAL ID - PEN0942206602789		

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

SIGNED AND SEALED on FEB 02 2024 in Taguig City, Philippines.

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Series of 2024.

ATTY. MARICEL C. OSORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 4237 1-16-2024 / RIZAL
PTR NO. 60964 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO. VI-0005758 30 JULY 2021

REPUBLIC OF THE PHILIPPINES
Philippine Postal Corporation
POSTAL IDENTITY CARD **PHLPOST**

First Name, Middle Name, Surname, Initial
ELLA MAY MAGTALAS TECSON

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BRGY PALINGON TIPAS 1630 TAGUIG CITY
NCR

Date of Birth 26 Jan '96 Nationality PHL
Issuing Post Office MNL-NN Valid Until 02 Nov 25

PRN D7420660226 **POSTAL**

Norman N. Fulgencio
Postmaster General & CEO

PREMIUM

