

CONTRACT FOR THE DIGITIZATION OF BCDA RECORDS - PHASE 3

THE PUBLIC IS INFORMED:

This Contract is executed between:

The **BASES CONVERSION AND DEVELOPMENT (BCDA)**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its Officer-in-Charge, **ATTY. GISELA Z. KALALO**, duly authorized for this purpose by the BCDA Board as evidence by Item 178, Letter G, page 27 of the approved BCDA Manual of Approval dated November 22, 2017 marked herein as **Annex "A"**;

and

SVI INFORMATION SERVICES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at 22nd Floor, Antel Global Building, Doña Julia Vargas Avenue, Ortigas Center, Pasig City represented herein by its **KATRINA ISABELLE B. TRINIDAD**, Authorized Representative, duly authorized for this purpose as evidenced by the Secretary's Certificate dated _____ which is hereto attached as **Annex "B"**.

BCDA and the Supplier may individually be referred to as Party or collectively as Parties

- ANTECEDENTS -

BCDA needs the services of a third party provider to digitize BCDA's records consisting of seven million (7,000,000) pages of documents. The project aims to provide digitized copies of documents for easy retrieval, reference, and to archive electronic copies of permanent and valuable BCDA records.

The BCDA invited Bids for the digitization of documented information located in BCDA Taguig and Clark Offices and has accepted a Bid by the Service Provider in the sum of **Eleven Million Pesos and 0/100 (Php11,000,000.00)** inclusive of VAT and all applicable taxes and fees (herein called "the Contract Price").

ACCORDINGLY, the Parties agree 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.

CERTIFIED TRUE COPY
 [REDACTED]
RAUL G. BUENSALIDA
 Chief Administrative Officer
 BCDA Records Office
SEP 30 2024



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 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. BCDA's Notice of Award and the Bidder's conforme thereto;
- e. Non-Disclosure Agreement;
- f. 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, shall likewise form part of the Contract.**

3. In consideration for the sum of **Eleven Million Pesos and 0/100 Centavos (Php11,000,000.00)** or such other sums as may be ascertained, **SVI INFORMATION SERVICES CORPORATION** agrees to the Digitization of BCDA Records - Phase 3 Project in accordance with his its Bid.

4. The BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. Anti-Bribery Clause

Supplier has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for its immediate termination of this Contract.

CERTIFIED TRUE COPY

RAUL G. BUENSALIDA
Chief Administrative Officer
BCDA Records Office

6. Assignment Clause

Supplier shall not assign this Contract or subcontract the performance of any portion of it, without the BCDA's prior written consent. Prior to the assignment of subcontracting and the approval by BCDA thereof, Supplier must disclose to BCDA the name of its assignee/s or sub-supplier/s who/which should have a written agreement with Supplier indicating (i) that the assignee/s or sub-supplier/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the term of the assignment/subcontract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract.


7. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398, to wit:

- a. Supplier shall pay taxes in full and on time; and
- b. Supplier is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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.


**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**SVI INFORMATION SERVICES
CORPORATION**



JOSHUA M. BINGCANG
President and CEO


KATRINA ISABELLE B. TRINIDAD
Authorized Representative

SIGNED IN THE PRESENCE OF:


VIRGIL M. ALVAREZ
Vice President, ICTD



CERTIFIED TRUE COPY

RAUL G. BUENSALIDA
Chief Administrative Officer
BCDA Records Office



Records Administration Division

FX2024-0520



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Taguig City, this SEP 30 2024, 2024, personally appeared the following:

Name	Government - Issued ID	Expiry Date
JOSHUA M. BINGCANG	Pass [REDACTED]	
KATRINA ISABELLE B. TRINIDAD	Pass [REDACTED]	

Known to me and to me known to be the same persons who executed the foregoing instruments as:

POSITION

COMPANY

- | | |
|------------------------------|--|
| 1. President and CEO | Bases Conversion and Development Authority |
| 2. Authorized Representative | SVI Information Services Corporation |

And they acknowledge to me that the same are their own free act and deed, as well as the free and voluntary act of the entities they represent.

SIGNED AND SEALED on SEP 30 2024 2024 in Taguig City.

Doc. No. 479;
Page No. 97;
Book No. 1;
Series of 2024.

[REDACTED]

FERNANDO V. GALLARDO JR.
Notary Public for Taguig City, Philippines
2F BTC, 31st Street, BGC, Taguig City, 1634
Appointment No. 34 (2024-2025)
PTR No. A-6089375/02Jan2024/Taguig City
Roll of Attorneys No. 38060/10Jun1992
IBP Life Member Roll No. 00365/19Jul1995
MCLE Compliance No. VII-0006604/06Oct2021

CERTIFIED TRUE COPY

[REDACTED]

RAUL G. BYENSALIDA
Chief Administrative Officer
BCDA Records Office