

**CONTRACT AGREEMENT
FOR THE PROCUREMENT OF INTERNET OF THINGS (IOT)
ADDITIONAL DEVICES**

BASES CONVERSION AND DEVELOPMENT AUTHORITY ("BCDA"), a government instrumentality vested with corporate powers under Republic Act (RA) 7227 (Bases Conversion and Development Act of 1992), with offices at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig, Metro Manila 1634, represented by its Executive Vice President, **ATTY. GISELA Z. KALALO**, duly authorized for this purpose provided in Section V. 178, Page 27 of the BCDA's Revised Manual of Approval dated 22 November 2017, a copy of which is hereto attached as Annex "A" and made an integral part hereof and hereinafter referred to as "**BCDA**";

--and --

The **PACKETWORX, INC.**, with registered office at GF iSquare Bldg., 15 Meralco Avenue, Ortigas Center, Pasig City, represented herein by its Authorized Representative, **KING JOESHER B. CRUZ**, who is duly authorized for this purpose evidenced by its Secretary Certificate dated 15 November 2024, a copy of which is hereto attached as Annex "B" and made an integral part hereof, hereinafter referred to as "**SUPPLIER**".

WHEREAS, the BCDA invited Bids for certain goods and ancillary services, particularly Procurement of Internet of Things (IoT) Additional Devices, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Million Four Hundred Ninety-Five Thousand Three Hundred Fifty-Nine and 32/100 Pesos (Php1,495,359.32) inclusive of VAT and all applicable taxes and fees (hereinafter 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.
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 an integral part of this Agreement, *viz.*:
 - i. 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
 - ii. 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;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. 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 One Million Four Hundred Ninety-Five Thousand Three Hundred Fifty-Nine and 32/100 Pesos (Php1,495,359.32) inclusive of VAT and all applicable taxes and fees or such other sums as may be ascertained, Packetworx, Inc., agrees to Procurement of Internet of Things (IoT) Additional Devices in accordance with its Bid.
 4. BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
 5. Anti-Bribery. The Contractor 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 immediate termination of this Contract.
 6. Assignment. Contractor shall not assign this Contract or sub-contract any portion of it, without BCDA's prior written consent, subject to applicable rules and regulations on subcontracting. Prior to the assignment or subcontracting and the approval by BCDA thereof, Contractor must disclose to BCDA the name of its assignee/s or subcontractor who/which should have a written agreement/s with Contractor indicating: (i) that the assignee/s or subcontractor/s are aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the terms of the assignment/subcontract shall not exceed the term of this Contract, and (iii) the detailed terms of the assignment/subcontract.

7. To ensure continuing compliance with tax laws pursuant to Executive Order No.398:
- a. Contractor shall pay taxes in full and on time.
 - b. Contractor 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 copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made therein.

SIGNED by the Parties on JAN 17 2025 in TAALUB CITY, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

PACKETWORX, INC.

By:


By:



ATTY. GISELA Z. KALALO
Executive Vice President


KING JOESHER B. CRUZ
Authorized Representative



WITNESSES


VIRGIL M. ALVAREZ
Vice President, ICTD


JAY JAYSON ANGELES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Taguig City) S.S.

BEFORE ME, a Notary Public for and in the City of Taguig City, this day of JAN 20 2025, personally appeared the following:

NAME	GOVERNMENT-ISSUED ID	DATE	PLACE
1. Atty. Gisela Z. Kalalo	PACKETWORK, INC.	5 JAN 2025	CELESTIAL
2. King Joeshier Cruz			

They are known to me to be the same persons who executed the foregoing agreement.

POSITION

COMPANY

1. Executive Vice President

2. Authorized Representative
- BCDA

PACKETWORX, INC.

and they acknowledge to me that the signatures they affixed confirm their own free acts and entities they represent.

SIGNED AND SEALED at the place and on the date stated above.


Notary Public

ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 423744 / 1-16-2024 / RIZAL
PTR NO. 6089649 / 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023

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