

# CONTRACT AGREEMENT

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## *PROCUREMENT OF CONSULTING SERVICES FOR THE 2024 BCDA CLIENT SATISFACTION MEASUREMENT*

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This CONTRACT is executed 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, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by the President and Chief Executive Officer **ENGR. JOSHUA M. BINGCANG**, who is duly authorized for this purpose under item 7 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-

**PRIMAVISIO CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Level 10-1 One Global Place 5th Avenue cor 25th Street, Bonifacio Global City, Fort Bonifacio, Taguig City, represented herein by its President and Authorized Representative **MARIA OLIVIA C. TAN**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 6 June 2024, 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 2024 BCDA Client Satisfaction Measurement (CSM)**, (hereinafter called "the Consulting Services") and the **CONSULTANT** has accepted the bid for **PESOS: SEVEN HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED PESOS (Php747,500.00)**, 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) Addenda and/or Supplemental/Bid Bulletin, if any;
  - (e) 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;
  - (f) Eligibility requirements, documents and/or statements;
  - (g) Notice of Award of Contract and the Bidder's conforme thereto;
  - (h) 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 BCDA 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 Contract 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: SEVEN HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED (Php747,500.00)**, inclusive of all applicable government taxes and fees
  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 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. 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.

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9. 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.
10. This Contract shall be effective for one (1) year from the date stated in the Notice to Proceed (“Effective Date”). (Please refer to Item 22 of the SCC)
11. The Parties agree that any and all actions or suits arising out of or relating to this Contract shall be filed exclusively in the proper courts of Taguig City, to the exclusion of all other courts.

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

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:

  
**ENGR. JOSHUA M. BINGCANG**  
President and CEO

**PRIMAVISIO CORPORATION**

By:

  
**MARIA OLIVIA C. TAN**  
President and CEO  
and Authorized Representative



Signed in the Presence of:

  
**LEILANI BARLONGAY-MACASAET**  
Vice President, Public Affairs Department

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## ACKNOWLEDGMENT

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

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


NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
ENGR. JOSHUA M. BINGCANG	PASSPORT P6444692C	FEB 8, 2024 OFA ALGELLOS
MARIA OLIVIA C. TAN	PASSPORT P2572587C	DEC 3, 2022 OFA MANILA

who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Consulting Services Contract and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities herein represented.

I further certify that said Consulting Services Contract consists of \_\_\_\_\_ ( ) pages, including the page whereon this Acknowledgment is written and signed by the above-mentioned individuals and their witnesses.

SIGNED AND SEALED on JUL 03 2024 in Taguig City, Metro Manila, Philippines.

Doc No. 406 ;  
Page No. 83 ;  
Book No. 4 ;  
Series of 2024.

  
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-9004912 / 11-20-2023

