

## FORM OF CONTRACT AGREEMENT

DEC 10 2024

THIS AGREEMENT, made this \_\_\_\_\_ day of November, 2024 between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, 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 St. cor. 2nd Ave., Bonifacio Global City, Taguig City, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose as evidenced by the Item No. 178, Page No. 27, Issue No. 002, in relation to Item III (18), Page No. 10 Issue No. 002 of the 2017 Revised Manual of Approval, a copy of which is hereto attached as **Annex "A"**;

- and -

**KEEP FILMING MEDIA PRODUCTION, INC.** (the Consultant), with principal place of business at 1947 UP Bliss, Brgy. San Vicente, Quezon City, represented herein by its President and CEO, **JAMES P. DE LA VEGA**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated 04 November 2024, a copy of which is hereto attached as **"Annex B"**.

WHEREAS, the Entity is desirous that the Consultant execute the **Consulting Services for the Production of Clark Campaign Video** (hereinafter called "the Works") and the Entity has accepted the bid for **PESOS: Six Million Eight Hundred Fifty Thousand and 00/100 only (Php6,850,000.00) inclusive of all applicable taxes, fees, and incidental charges** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.


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 hereinafter referred to.
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 Expression of Interest;
  - (d) Instructions to Bidders;
  - (e) Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) 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;
  - (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Notice of Award of Contract and the Bidder's conforme thereto;
  - (k) 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 the Entity to execute and complete the

Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

  
**ENGR. JOSHUA M. BINGCANG**  
President and Chief Executive Officer  
Bases Conversion and  
Development Authority

  
**JAMES DE LA VEGA**  
President and Chief Executive Officer  
Keep Filming Media Production, Inc.



INVESTMENT PROMOTION AND MARKETING DEPARTMENT  
  
AF2024-1314

*[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]*

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