

PROCUREMENT OF CONSULTING SERVICES FOR THE CONDUCT OF LAND SURVEY FOR VARIOUS BCDA PROPERTIES

This AGREEMENT, made and entered into this ___ day of ___ 2024 between the **Bases Conversion and Development Authority (BCDA)**, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President, **GISELA Z. KALALO**, who is duly authorized for this purpose by virtue of Item No. 178, Page No. 27, Issue No. 002 of the 2017 Revised BCDA Manual of Approvals, series of 2017, a copy of which is hereto attached as **Annex "A"**;

-and-

A. C. Tiban Surveying Office, a sole proprietorship, with principal place of business at Rm. 206, 2nd Floor Dangwa Terminal, Brgy. Kagitingan, Baguio City represented by its sole proprietor and General Manager, **MR. ANTERO C. TIBAN**, as its authorized representative, hereinafter referred to as the "Consultant"

BCDA is desirous that the Consultant execute the **Procurement of Consulting Services for the Conduct of Land Survey for various BCDA Properties** (hereinafter called the "Project") and the BCDA has accepted the bid for **Four Million Eighty and 00/100 Pesos (Php4,000,080.00)** 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 full and satisfactory performance of the services rendered by the Consultant, BCDA shall pay the Consultant based on the schedule of payment as indicated in the Terms of Reference.
- 4. 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.
- 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. 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 is aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (i) 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.

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



GISELA Z. KALALO
Executive Vice President
Bases Conversion and Development Authority



ANTERO C. TIBAN
General Manager
C. Tiban Surveying Office



ACKNOWLEDGEMENT

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


BEFORE ME, a notary public, for and in the City of Taguig City, Philippines, this _____ day of JAN 22 2025, 20____ personally appeared the following:

Name	Valid ID No.	Date and Place Issued
GISELA Z. KALALO	[REDACTED]	[REDACTED]
ANTERO C. TIBAN	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing agreement, and they acknowledged to me that the signatures they affixed confirm their voluntary acts and the entities they represent.

SIGNED AND SEALED at the place and date above written.

Doc. No. 212 :
Page No. 44 :
Book No. 5 :
Series of 2025 ✓


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

