

CONTRACT AGREEMENT
CONSULTING SERVICES FOR THE PRODUCTION
OF THE BCDA 2023 ANNUAL REPORT

This CONTRACT is executed on JAN 25 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 Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President and COO, **ATTY. GISELA Z. KALALO**, duly authorized for this purpose under Item 178 of the revised Manual of Approval which was approved by the BCDA Board on 22 November 2017, a copy of which is hereto attached and marked as *Annex "A"*;

- and -

STUDIO 5 DESIGNS, INC. (THE CONSULTANT), a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at **UNIT 302, CITYLAND CONDO III, V.A. RUFINO ST., LEGASPI VILLAGE, MAKATI CITY**, represented herein by its **PRESIDENT**,

MARIA LYDIA Y. OROSA also known as **MA. LYDIA Y. OROSA** and **MARILY Y. OROSA**, duly authorized for this purpose as evidenced by a Secretary's Certificate dated JAN 10, 2024, a copy of which is hereto attached and marked as *Annex "B"*.

BCDA and Consultant shall hereinafter be referred to, individually, as Party or, collectively, as Parties.

ANTECEDENTS:

Republic Act No. (RA) 7227, as amended, mandates BCDA to accelerate the sound and balanced conversion into alternative productive civilian uses of the Clark and Subic military reservations and their extensions, and to enhance the benefits to be derived from said properties in order to promote the economic and social development of Central Luzon in particular and the country in general as well as to provide funds for the AFP Modernization Program.

Pursuant to the said law, among the functions of the BCDA Board of Directors, as the policy-making body of BCDA, is to submit an Annual Report of the operations of BCDA to the President of the Philippines, President of the Senate, and Speaker of the House of Representatives.

The Annual Report shall highlight BCDA's achievements in the transformation of Metro Manila baselands into world-class business districts, the conversion of



military reservations into alternative productive civilian use, and the overall development of Central Luzon and the country in general.

More so, the Annual Report is an important channel to communicate the progress and accomplishments of BCDA's big-ticket projects, to wit: (1) Clark International Airport New Terminal Building, and (2) New Clark City (NCC).

In addition, the Annual Report also serves as a communication tool to communicate to the public BCDA's compliance with the Governance Commission for Government Owned-and-Controlled Corporations' (GCG) requirements and policies on good governance which include integrity management, whistleblowing policy, code of conduct, among others.

BCDA's performance is presented in the sections on Financial Report, Corporate Governance, AFP Modernization Program/Asset Disposition Program, Infrastructure Development, Special Economic Zones, and Corporate Social Responsibility (CSR).

BCDA decided to hire the services of a consultant for the production of the BCDA 2023 Annual Report.

BCDA conducted the necessary public bidding and the Contract was awarded to **STUDIO 5 DESIGNS, INC. (THE CONSULTANT)**.

After a thorough evaluation, validation and verification of the proposals submitted, it was found that **STUDIO 5 DESIGNS, INC. (THE CONSULTANT)** is competent and qualified to provide the consulting services required by BCDA.

BCDA requires the execution of the Contract with **STUDIO 5 DESIGNS, INC. (THE CONSULTANT)** for the production of the Annual Report and has accepted the **STUDIO 5 DESIGNS, INC.'s Bid for ONE MILLION SEVEN HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED SIXTY AND 00/100 (PhP1,733,760.00)**, including all applicable taxes, fees, and incidental expenses, to comply with its duty to submit an Annual Report.

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 **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 therein are duly complied with.
3. 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 right 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.

4. 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) Instruction 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 Bidders' 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 BCDA.
5. The Consultant shall undertake to execute and complete the Consulting Services and comply with all its obligations under this Contract.
6. BCDA shall pay the Consultant the Contract Price and such other sum payable under the Contract, in accordance with its terms, for the execution and completion of the Consulting Services.
7. Amendments/Supplements to this Contract may only be made by mutual written agreement of the Parties upon review and approval of the Office of the Government Corporate Counsel (OGCC). Any of its ensuing comments, recommendations or directives shall form part of this Agreement.
8. Each Party shall not assign nor transfer any or all of its rights, benefits or obligations under this contract without the prior written consent of the other Party.
9. If any term or provision of this Contract or the application thereof, to any extent, be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect.
10. 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.
11. This Contract shall take effect from the date stated in the Notice to Proceed (NTP) and shall remain in force and effect for a period of twelve (12) months and effective until the full delivery of the requirement and acceptance by the BCDA.

SIGNED BY THE PARTIES on JAN 25 2024 in Taguig City, Philippines.


BASES CONVERSION AND
DEVELOPMENT AUTHORITY

STUDIO 5 DESIGNS, INC.

By:


By:


ATTY. GISELA Z. KALALO
Executive Vice President and COO


MARIA LYDIA Y. OROSA
also known as
MA. LYDIA Y. OROSA
and MARILY Y. OROSA
President

Signed in the Presence of:


LEILANI BARLONGAY-MACASAET
Vice President, Public Affairs Department


BONIFACIO G. SORIANO
YSII HERANANDEZ

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

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

Name	Government Issued ID	Date/Place Issued
ATTY. GISELA Z. KALALO	PG64252 0B	5 JAN 2021 DFA Manila
MARIA LYDIA Y. OROSA also known as MA. LYDIA Y. OROSA and MARILY Y. OROSA	P5116023B	13 MAR 2020 DFA NCR East

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signature confirms their own free acts and the entities they represent.

SIGNED AND SEALED on JAN 26 2024 in Taguig City, Philippines.

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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. 6089549 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO VII-0005758 30JULY 2021

