# Republic of the Philippines Department of Science and Technology Information SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, Metro Manila

### CONTRACT AGREEMENT 2024-007

### KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed by and between:

SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII), a government institution under the Department of Science and Technology (DOST) with principal office and place of business at STII Building, DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, RICHARD P. BURGOS, who is duly authorized for this purpose, hereinafter referred to as "DOST-STII";

-and-

**ISENTIA MANILA INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at 8F One San Miguel Avenue Building, One San Miguel Avenue cor. Shaw Blvd., Ortigas Center, Pasig City represented herein by its Business Development Manager, Mr. **SEAN KEVIN C. CHAN**, who is duly authorized for this purpose, hereinafter referred to as the **"CONTRACTOR"**.

DOST-STII and CONTRACTOR are referred as a "Party", or collectively the "Parties".

WITNESSETH: That

WHEREAS, DOST-STII is desirous that the CONTRACTOR execute the project, MEDIA MONITORING SERVICES FOR FY 2024 herein after referred to as "Project" and DOST-STII accepted the Bid for ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE PESOS ONLY (PHP1,499,999.00) by the CONTRACTOR for the completion of such SCOPE of SERVICES with complete and accurate TECHNICAL SPECIFICATIONS;

NOW, THEREFORE, the parties hereby agree as follows:

### ARTICLE I DEFINITION OF TERMS

- A. DOST-STII or STII shall be one and the same representing the aforementioned institute or government entity and may be referred to as DOST-STII.
- B. Project refers to the 1 LOT MEDIA MONITORING SERVICES FOR FY 2024.
- C. Contract refers to this agreement including the contract documents.
- D. Contract Documents refer to the documents specified in Article III of this Contract.

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- E. Contract Amount refers to the consideration which the CONTRACTOR shall be entitled to receive from DOST-STII under Article IV of this Contract. This amount is gross of taxes, fees and all other expenses to be shouldered/ incurred by the CONTRACTOR in relation to the contract.
- F. Contractor refers to ISENTIA MANILA INC.
- G. Force Majeure refers to strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, earthquakes, storms, floods, pandemic, epidemic, civil disturbances, explosions or the issuance of any Government policy, rule or regulation, and other similar events, which are beyond the control of either party or which, with the exercise of due diligence, neither party can overcome.
- H. Service refers to the services to be performed by the CONTRACTOR in accordance with the terms and conditions of this Contract and the Contract Documents.

# ARTICLE II SCOPE OF DELIVERY AND SERVICES

The service provider shall submit/provide DOST-STII with the following:

### 1. DOSTv Facebook and Youtube Viewership

a. Tracking report of significant DOSTv segments' tag and mention online in other news channels or platforms report to be submitted every 1st week of the month.

DOSTv Viewership	An Extensive Media Monitoring Service that tracks media presence and exposure in print, online, and broadcast networks					
Covered	1. Online Websites, Blogs	Facebook ,Youtube, Twitter, Instagram etc.				
Mediums	2. TVs 3. Print Publications 4. Radio	Major and cable networks Major Print Publications Local Radio Networks (Tagalog Language)				
	Tracking report of significant DOSTv segments' tag and mention online in other news channels or platforms	port of significant gments' tag and online in other nels				
	6. Recommendation on advertising trends or practices in other related agencies/institution	Immediately as they occur				
	7. Comprehensive analysis report on DOSTv viewership	At the end of the project				
Report	Printable Report in PDF     Email forwarding					
Support	Downloadable files/clips					







### 2. DOST S&T News Monitoring

- a. Report of monitored news, articles, and related issues regarding DOST, DOSTv, and Science, Technology, and Innovation (STI) topics from different print, broadcast (radio and TV) nationwide, and online platforms:
  - Print includes broadsheets, tabloids, and major regional newspapers;
  - Online platforms include major online news portals and social media sites such as Facebook, Twitter, Instagram, and YouTube;
  - Television includes national television networks and cable channels:
  - AM/FM radio stations in Metro Manila;
- b. Comprehensive analysis of news coverage and media mileage monthly such as but not limited to the following: Number of DOST stories as main topic, PR/advertising value of the stories, number of published DOST stories and news (main and mentioned), media publisher, impact on the DOST brand (positive, negative, neutral), public sentiments (good, bad, neutral)
- c. Daily report of monitored items by email at 9:00 AM for weekdays and 12:00 NN for weekends. The provider shall advise the client should there be any changes with the delivery deadline of monitored items (i.e. public holidays, severe weather conditions). Monitored items should be printable and audio/video materials should be downloadable; and
- d. Accomplishment report at the end of the project.

DOST S&T News Monitoring				
Covered Mediums	1. Online Websites, Blogs (i.e. FB, Twitter, etc.)	Major online news portals and social media sites such as Facebook, Twitter, Instagram, and YouTube		
	2. TVs	National television networks and cable channels		
	3. Print Publications	Broadsheets, tabloids, and major regional Newspapers (English and Tagalog only);		
	4. Radio	AM/FM radio stations in Mega Manila		
Inclusions  1. Reports (daily, monthly) 2. Report access (website/dashboard)				

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	1. Monitored news, articles,	Daily report of
	and related issues regarding	monitored items by
	DOST, DOSTv, and	email at 9:00 AM for
	Science, Technology, and	weekdays and 12:00 NN
	Innovation (STI) topics from	for weekends. The
	different print, broadcast	provider shall advise the
	(radio and TV) nationwide,	client should there be
Reports	and online platforms.	any changes with the
		delivery deadline of
		monitored items (i.e.
		public holidays, severe
		weather conditions).
	2. Comprehensive	09:00 AM of the 10th
	analysis of news	day of the succeeding
	coverage and media mileage monthly	month
	3. Accomplishment report on	At the end of the project
	DOST S&T News Monitoring	At the end of the project
	Printable report in PDF	
	2. Email forwarding	
Report Support	3. Printable and	Monitored items should
	downloadable files	be printable and
		audio/video materials
		should be
		downloadable

### 3. Insights

Insights	Action
a. Gauge mood in social	Provide comprehensive report on mood
media engagements and	gauge
opinion makers on DOST	
stories;	
b. Tracking report of trending/top	Submit report at 06:00 PM, at the end of
stories and their respective	every week
duration;	D. H.
c. Media insights on potential	Provide immediate recommendation as
crisis/issues and recommended	potential or actual critical issues occur
management/messaging;	
d. Immediate alerts for significant	Provide immediate notification as important
DOST-related news development	
and	
metrics for monitored items;	
e. Recommendations on advertising	Provide recommendation on advertising
trends or practices in	trends; Include in the monthly monitoring
other government	report, 09:00 AM of the 10th day of the
agencies;	succeeding month
f. Daily email report and	Submit daily and monthly email reports
monthly compilation with analysis; must include	
analysis; must include identified recipients in the	
mailing list;	

4

# ARTICLE III CONTRACT DOCUMENTS

- A. 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 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.
- B. All Contract documents are and shall remain the properties of DOST-STII.
- C. The Contract Documents shall be complementary to each other and what is called for or prescribed by one shall be considered as if called for or prescribed by all. In case of any discrepancy between any of the Contract Documents or any defective description, error, omission or ambiguity in any of the Contract Documents, the CONTRACTOR shall, within thirty (30) days from the signing of the contract, submit the matter in writing to DOST-STII. DOST-STII shall, within a reasonable time, make a decision thereon in writing. Such decision by DOST-STII shall be final and binding upon the CONTRACTOR which shall proceed with the services strictly in accordance with such decision.
- D. DOST-STII shall have the right to furnish the CONTRACTOR during the progress work such instructions and documents DOST-STII as may deem necessary for the proper accomplishment of the work. All such and documents, as well decision as any by DOST- STII shall form integral parts of this Contract.
- E. In case of any irreconcilable conflict between this Contract Agreement and the provisions of any of the Contract Documents, the former shall prevail.

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# ARTICLE IV CONSIDERATION

For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its obligations under this Contract, DOST-STII shall pay the CONTRACTOR the total amount of ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE PESOS ONLY (PHP1,499,999.00), inclusive of Value-Added Tax (VAT), as well as all expenses, fees and taxes, chargeable against General Appropriations Act of FY 2024.

# ARTICLE V MANNER OF PAYMENT

### A. Billing

- 1. Payments for billing submitted by the CONTRACTOR to DOST-STII shall be based on actual work satisfactorily completed by the CONTRACTOR for the period covered as certified by the TWG and BAC and on the agreed lump sum or unit price for each item of work. The following shall be deducted from the billing statement:
  - a. Other deductions prescribed by existing laws, government rules and regulations in the manner set forth under such laws, rules and regulations.
  - b. In case of failure to make full delivery within the time specified for any particular report/s, a penalty of 1/10 of 1% of unit cost per report for every day of delay shall be imposed.
- 2. Payment shall be processed upon receipt of the approved Certificate of Acceptance from the Head of Procuring Entity (HoPE) for the CONTRACTOR's complete submission of deliverables and billing divided in the following tranches:

Particulars	Submissions	Unit Cost per Report (Computed as follow)	Total Amount
Upon complete submission of the deliverables covering the first quarter.	<ul> <li>Daily Reports</li> <li>Weekly Reports</li> <li>Monthly Reports</li> <li>1 Quarterly Report</li> <li>Recommendations (as the need arises)</li> </ul>	Php374,999.75 Total number of reports covering the 1st quarter	Php374,999.75
Upon complete submission of the deliverables covering the second quarter.	<ul> <li>Daily Reports</li> <li>Weekly Reports</li> <li>Monthly Reports</li> <li>1 Quarterly Report</li> <li>Recommendations (as the need arises)</li> </ul>	Php374,999.75 Total number of reports covering the 2 <sup>nd</sup> quarter	Php374,999.75
Upon complete submission of the deliverables	<ul><li>Daily Reports</li><li>Weekly Reports</li><li>Monthly Reports</li></ul>	Php374,999.75 Total number of reports	Php374,999.75







covering the third quarter.	<ul> <li>1 Quarterly Report</li> <li>Recommendations         <ul> <li>(as the need arises)</li> </ul> </li> </ul>	covering the 3 <sup>rd</sup> quarter	
Upon complete submission of the deliverables covering the fourth quarter and final report.	<ul> <li>Daily Reports</li> <li>Weekly Reports</li> <li>Monthly Reports</li> <li>1 Quarterly Report</li> <li>Accomplishment report on DOST S&amp;T News Monitoring</li> <li>Recommendations (as the need arises)</li> </ul>	Php374,999.75 Total number of reports covering the 4 <sup>th</sup> quarter	Php374,999.75

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### ARTICLE VI COVENANTS OF STII AND CONTRACTOR

### A. DOST-STII covenants to do and perform the following:

- Make available the amount representing total cost for all items of work stipulated in Article II - Scope of Services for payment in accordance with Article IV - Consideration and Article V - Manner of Payment.
- 2. Review, evaluate and approve or disapprove (as applicable) proposals and recommendations submitted by the **CONTRACTOR**.

### B. CONTRACTOR covenants to do and perform the following:

- 1. Use eco-friendly materials and must employ eco-friendly measures during production period;
- 2. Must observe the use of non-sexist/gender-sensitive language in all official documents and communications under this project.
- 3. Comply for the quality and workmanship of the Project consistent with technical specifications and other contract documents.
- Acts at all times to protect the interest of DOST-STII and take all reasonable steps to complete the Project within the schedule and within the contract amount.

### ARTICLE VII BONDS AND INSURANCES

### A. Performance Security

Within ten (10) days from the **CONTRACTOR'S** receipt of the Notice of Award from **DOST-STII**, the **CONTRACTOR** shall provide performance security in favor of **DOST-STII** in the manner, amount and form specified below, which shall be valid until issuance of the Certificate of Final Acceptance of the Project and which shall guarantee the faithful and complete performance by the **CONTRACTOR** of the Services as well as the other obligations of the **CONTRACTOR** under this Contract:



- 1. Thirty percent (30%) of the Contract Amount, if in the form of a surety bond issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
- 2. Five percent (5%) of the Contract Amount, if in the form of an irrevocable letter of credit issued by a universal or commercial bank.
- 3. Five percent (5%) of the Contract Amount, if in the form of cash, cashier's/manager's check, bank draft/guarantee confirmed by a universal or commercial bank.

### B. Renewal of Bonds and Securities

In the execution of the performance security/surety under Article VII of the Contract, the effectivity of the surety bonds shall be co-terminus with the final completion of the project. The **CONTRACTOR** shall cause the renewal of any of the bonds and securities herein require whenever such security shall be necessary and applicable as determined by **DOST-STII**.

### C. Replacement of Bonds and Securities

Should any security and surety bond for the performance of this Contract expire or become unacceptable to **DOST-STII** during the effectivity of the Contract, the **CONTRACTOR** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

### D. Release of Bonds and Securities

The performance security and other surety bonds under this contract may be released by **DOST-STII** after the issuance of the Certificate of Completion of the contract, provided that there are no claims for services, labor, and materials filed against the **CONTRACTOR** or the surety company.

### ARTICLE VIII LIQUIDATED DAMAGES

- A. The pertinent provisions of RA 9184 and its IRR on liquidated damages and or breach in any of the provisions of the contract shall be applicable in case of inexcusable delay in the completion of the Project.
- B. DOST-STII need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, DOST-STII reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the CONTRACTOR under the terms of this Contract and/or from the performance security filed by the CONTRACTOR, as DOST-STII may deem convenient and expeditious under the prevailing circumstances.

# ARTICLE IX DISPUTE RESOLUTION

A. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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- B. During the pendency of any such dispute, the CONTRACTOR shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by DOST-STII.
- C. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004":

# ARTICLE X NON-WAIVER

No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege.

# ARTICLE XI EFFECTIVITY

This Contract shall run and be effective as indicated in the Notice to Proceed to be issued by **DOST-STII** upon the execution of this Contract, up to and until the issuance by **DOST-STII** of a Certificate of Final Acceptance, unless sooner terminated by **DOST-STII** upon the occurrence of any of the grounds for termination specified under Article XII hereof. The representations and warranties of the **CONTRACTOR** shall survive the termination or expiration of this Contract.

# ARTICLE XII SUSPENSION OF WORK / TERMINATION OF CONTRACT

- A. DOST-STII shall have the right to suspend, in whole or in part, any payment due to the CONTRACTOR under this Contract in the event there is delay, default, failure or refusal on the part of the CONTRACTOR to perform its obligations under this Contract in an acceptable manner and non-compliance to any of the provisions stipulated herein. Further, DOST-STII shall have the right to procure/engage, upon such terms and manner as DOST-STII shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the CONTRACTOR. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the CONTRACTOR.
- B. **DOST-STII** may terminate this **Contract**, after giving the **CONTRACTOR** written notice at least seven (7) calendar days prior to the intended date of termination, whenever it is determined by **DOST-STII** that the **CONTRACTOR** has engaged, before or during the implementation of this **Contract**, in unlawful deeds and behaviors relative to **Contract** acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:
  - Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act."
  - 2. Drawing up or using forged documents.
  - 3. Any other act analogous to the foregoing.

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- C. Both DOST-STII and the CONTRACTOR is entitled to agree to cancel/terminate the contract (in whole or in part) in the occurrence of Force Majuere, provided that the event (under definition of Force Majuere stated in the CONTRACT) has a direct effect on the deliverance of output/s stated on ARTICLE II.
- D. The CONTRACTOR hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to DOST-STII under this Contract or the applicable laws.
- E. Subject to compliance with all documentary requirements, the provisions of RA 9184 and its IRR on suspension of work by the **CONTRACTOR** in case of non-payment by **DOST-STII** of certified payments within forty-five (45) calendar days shall apply.

## ARTICLE XIII INDEMNITY

The **CONTRACTOR** shall indemnify **DOST-STII** against any loss, injury or damage either to person or property which **DOST-STII** may suffer by reason of the wilful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

# ARTICLE XIV RELATION TO OTHER PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of **DOST-STII** or bind **DOST-STII** in any manner whatsoever. The **CONTRACTOR**'s personnel, representatives or staff shall not be construed as employees of **DOST-STII**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR**'s employees, representatives or staffs and **DOST-STII**.

# ARTICLE XV GENERAL PROVISION

- A. Separability If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the other stipulations, clauses, terms and conditions hereof shall not be affected thereby.
- B. **Modification** The parties hereby agree to amend or modify any provision of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof.

# ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. The parties represent that they have the requisite power, authority, and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions hereof.
- B. Binding Effect/Assignment of Rights This **Contract** shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and







assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this **Contract** without the written approval of **DOST-STII**.

- C. Governing Law and Language The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.
- D. Observance and usage of non-sexist/gender-sensitive language in all official documents and communications under this project shall be enforced all the time.
- E. Documents Incorporated The provisions of this **Contract** shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- F. Venue of Action It is hereby agreed that any and all actions that shall arise from this **Contract** shall be instituted and tried before the proper court (s) of the City of Taguig only.
- G. Attorney's Fees In the event that **DOST-STII** is compelled to seek judicial relief to enforce the provisions of this **Contract**, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- H. Nothing herein shall in any way be construed to limit the over-all responsibility of the CONTRACTOR for the performance of the obligations herein and CONTRACTOR's liability for any violation of this Contract.

IN WITNESS	WHEREOF, t	he parties	have	hereunto	set	their	hands	and	affixed	their
signatures this	day of	,20	024, Ta	aguig City,	Me	tro M	anila.			

DOST-SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (DOST-STII)

ISENTIA MANILA INC.

Ву:

ARLENE E. CENTENO
Chief Administrative Officer

Officer-In-Charge, Office of the Director

Ву

SEAN KEVIN C. CHAN

Account Manager

SIGNED IN THE PRESENCE OF:

ALAN C. TAULE

Chairperson,

Bids and Awards Committee

RODOLFO P. DE GUZMAN

Senior Science Research Specialist and Officer-In-Charge, Communication Resources and Production Division

### **CERTIFIED AVAILABILITY OF FUNDS:**

BENILA B. BUEMIA Administrative Officer V

MA. AURORA FE L. DAYANGCO

Accountant III

A-10/10/1- 2024-01-0008

### ACKNOWLEDGMENT

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BEFORE ME, Notary Public for and in TAGUIG CITY, Philippines personally appeared:

ARLENE E. CENTENO

Valid ID No .: UMD: CRU - 006-0079 - 5413-D

Date/Place of Issue:

SEAN KEVIN C. CHAN

Valid ID No.: No1- 12 - 019364

Date/Place of Issue 2021 / 11 / 05 , Pasia City

known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free and voluntary act and deed in the capacity in which they appeared.

The foregoing Contract consists of\_\_\_\_(\_) pages including this page on which the acknowledgment is written and duly signed by the parties and its witnesses of the instrument and on the left margin of the other pages.

IN WITNESS WHEREOF, I have hareunto affixed my signature and notarial seal at TAGUIG CITY this JAN 2 bday of \_\_\_\_\_ 2024.

**NOTARY PUBLIC** 

Doc. No. 251; Page No. 55 Book No. XXIV

Series of 2024.

RACHELLINAYA W. COPANUT-PANGWI

NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY

Not. Com. Appt. No. 29 (2024-2025)

2/F, Pacura Bldg. 427 MLQ. St., Lower Bicutan, Taguig City

PTR No. A-6089421/1-3-2024, Taguig City

IBP O.R. No. 327805-12/13/2023, RSM

MCLE Comp. No. VII-0007104/11-22-2021

ROLL No. 61627