

CONTRACT FOR THE CONSTRUCTION OF VARIOUS STRUCTURES AND FACILITIES WITHIN THE 100-HECTARE AREA AT BATAAN TECHNOLOGY PARK, MORONG, BATAAN, PHASE 1 – PACKAGE 3

THE PUBLIC IS INFORMED:

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, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Officer-in-Charge of the Office of the President and CEO, **ARISTOTLE B. BATUHAN**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated 05 November 2021, a certified true copy of which is hereto attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

CAVDEAL – CAVITE IDEAL INTERNATIONAL CONSTRUCTION AND DEVELOPMENT CORPORATION AND CREDIBUILD DEVELOPMENT CORPORATION JOINT VENTURE, a joint venture duly organized and existing under the laws of the Republic of the Philippines, with office address at 408 TDS Building, 72 Kamias Road Brgy. East Kamias, Quezon City, represented herein by its Authorized Managing Officer, **ARON GINO I. EQUIPAJE**, who is duly authorized for this purpose as evidenced by a Joint Resolution dated 15 November 2021, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Contractor**".

Individually referred to as "Party" and collectively as "Parties",

ANTECEDENTS

BCDA is desirous that the Contractor execute the Construction of Various Structures and Facilities within the 100-Hectare Area at Bataan Technology Park, Morong, Bataan, Phase 1-Package 3 (hereinafter called "the Works") and BCDA has accepted the Bid for **Pesos: Two Billion Three Hundred Seventy Eight Million Nine Hundred Eighty Six Thousand Ninety Four and 99/100 (Php 2,378,986,094.99)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

ACCORDINGLY, the Parties agree as follows:

1. In this Contract, 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 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 part of this Contract, vis:

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- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. 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 envelopers, 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 BCDA's bid evaluation;
- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. 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.

3. In consideration for the sum of **Php 2,378,986,094.99** or such other sums as may be ascertained, the Contractor agrees to execute the Construction of Various Structures and Facilities within the 100-Hectare Area in Bataan Technology Park, Morong, Bataan, Phase 1 – Package 3 in accordance with his/her/its Bid.
4. The BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. Any amendment, modification or additional terms and conditions to this Contract shall be made in writing and executed with the same formalities hereof, provided that such amendment, modifications, or changes do not alter the basic parameters, financial and/or technical terms and conditions of the Agreement.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.





**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**CAVDEAL – CAVITE IDEAL
INTERNATIONAL CONSTRUCTION
AND DEVELOPMENT
CORPORATION AND CREDIBUILD
DEVELOPMENT CORPORATION
JOINT VENTURE**

By:

By:


ARISTOTLE B. BATUHAN MA
Officer-in-Charge
Office of the President and CEO


ARON GINO M. EQUIPAJE
Authorized Managing Officer



Signed in the presence of:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President



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
ARISTOTLE B. BATUHAN	Passport No. P6029848A	Expiry date 13 Feb. 2028 / DFA-NCRC South.
ARON GINO I. EQUIPAJE	Passport No. P8436672B	Expiry date 27 Jan. 2029 / DFA-Manula

all known to me and to be known to be the same persons who executed the foregoing Contract Agreement consisting of four (4) pages, including the page wherein the acknowledgement is written, and acknowledged to me that the same is their free and voluntary act and deed, as well as the corporations herein represented.

SIGNED AND SEALED on FEB 11 2022 in Taguig City, Philippines.

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Book No. 02
Series of 2022

MTS
ATTY MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31 2021
ROLL OF ATTORNEYS NO 63834
IBP NO 1492918 1-07-2021 RIZAL
PTR NO A-5069446 1-07-2021 TAGUIG CITY
MCLE COMPLIANCE NO VI-0014157 05 NOV 2018

[Handwritten signature]

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NON-DISCLOSURE AGREEMENT

THE PUBLIC IS INFORMED:

This Non-Disclosure Agreement (NDA) is entered into by and between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY ("BCDA"), a government instrumentality vested with corporate powers under Republic Act (RA) 7227 (Bases Conversion and Development Act of 1992), with offices at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig, Metro Manila 1634, represented by its Officer-in-Charge President and CEO, **ARISTOTLE B. BATUHAN**, duly authorized for this purpose under Board Resolution No. 2021-11-136 dated 05 November 2021, a copy of which is hereto attached as Annex "A" and made an integral part;

--and--

CAVDEAL - CAVITE IDEAL INTERNATIONAL CONSTRUCTION AND DEVELOPMENT CORPORATION AND CREDIBUILD DEVELOPMENT CORPORATION JOINT VENTURE, a joint venture duly organized and existing under the laws of the Republic of the Philippines, with office address at 408 TDS Building, 72 Kamias Road Brgy. East Kamias, Quezon City, represented herein by its Authorized Managing Officer, **ARON GINO I. EQUIPAJE**, who is duly authorized for this purpose as evidenced by a Joint Resolution dated 15 November 2021, a copy of which is hereto attached as Annex "B", hereinafter referred to as "Contractor".

In this Agreement, **BCDA** and **the Contractor** are referred to individually as a "Party", and collectively as the "Parties".

ANTECEDENTS

Republic Act (RA) No. 7227, otherwise known as the Bases Conversion and Development Act of 1992, as amended, transferred the ownership of certain portions of Fort Bonifacio in Taguig City to BCDA for development and disposition, in order to raise funds for the Armed Forces of the Philippines (AFP) Modernization Program, as well as for the development of other former US Military Bases into alternative productive civilian uses. The Bonifacio South Pointe (BSP) containing an area of 33.13 hectares is transferred to BCDA for development and disposition.

The Philippine Marine Corps (PMC) Facilities are located at the approximately 21.63-hectare portion of the BSP. To implement the disposition of the BSP, there is a need to clear the property from its present structures and facilities. To clear those properties, BCDA will be the one responsible for the functional replication of those structures and facilities to the 100-hectare area at Bataan Technology Park (BTP), Morong Bataan.

BCDA divided the replication of the PMC Facilities at BTP into Phases, with Phase 1 being further divided into three (3) Packages.

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BCDA awarded contract for the Construction of Various Structures and Facilities within the 100-hectare area at BTP, Morong, Bataan (Phase 1- Package 3) to the Contractor for the completion of all the works and remedying any defects therein.

Such collaboration may require the exchange of confidential information, in order to properly facilitate such working relationship (the "Purpose").

Accordingly, in consideration of the mutual premises hereinafter set forth, the Parties hereto agree as follows:

Section 1. Definitions and Interpretation

For the purpose of this Agreement, the following expressions shall have the meanings given below unless the context requires otherwise:

1. Confidential Information means all information, of any nature and in any form, whether written, oral, recorded or transmitted electronically or in any other manner (regardless of whether such information is marked as "Confidential" or "Proprietary," or by other similar designation) disclosed by a Party or its Representatives to the other Party and that Party's Representative during the effectivity of the NDA as provided in Section 8, including but not limited to

- a. the Purpose;
- b. the fact that discussion and negotiations are taking place between the Parties and the status of those discussions and negotiations;
- c. the existence and terms of this Agreement, including all information related to the Purpose and the related Project;
- d. any information that would be regarded as confidential by a reasonable business person relating to:
 - i. the Disclosing Party or its Group, or their respective affairs including any of their customers, clients, suppliers, plans, intentions, or market opportunities; and
 - ii. the operations, processes, product or service information, know-how, designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's Group;
- e. any information or analysis derived from Confidential Information;
- f. any other information specifically designated by the Disclosing Party as confidential;

Confidential information contemplated above does not include information that:

- i. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of

this Agreement or any other undertaking of confidentiality addressed to the Party to whom the information relates; or

- ii. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality Agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or
 - iii. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party;
 - iv. is no longer considered Confidential Information by the Disclosing Party, as evidenced by written notice to the Recipient that such Confidential Information no longer needs to be treated as confidential in accordance with this Agreement;
 - v. was or is independently developed by the Recipient without the benefit of Confidential Information furnished by the Disclosing Party pursuant to this Agreement.
- 2. Disclosing Party** means a Party to this Agreement (or a member of such Party's Group) who discloses Confidential Information (either on its own behalf or on behalf of a member of its Group) to the other Party (or a member of such Party's Group).
- 3. Effective Date** means date of signing of this Agreement.
- 4. Group** means in respect of either Party, that Party, its holding company, its subsidiaries and any subsidiaries of such holding company from time to time.
- 5. Purpose** means exchange of confidential information, in order to properly facilitate working relationship of the Parties to determine business and collaborative opportunities for the Construction of Various Structures and Facilities within the 100-hectare Area at BTP, Morong, Bataan, Phase 1 - Package 3.
- 6. Recipient** means a Party to this Agreement (or a member of such Party's Group) who receives Confidential Information (either on its own behalf or on behalf of a member of its Group) from the other Party (or a member of such Party's Group).
- 7. Representatives** means employees, officers, contractors, and professional advisers of the Recipient or a member of the Recipient's Group or such Recipient's affiliates' and related companies' directors, officers, partners, members, employees, attorneys, accountants, consultants, bankers and any third-party advisors and consultants engaged in connection with the Purpose.

Section 2. Disclosure

The Recipient agrees to use the Confidential Information only on a need-to-know basis solely in connection with the current and contemplated relationship and

purpose between the Parties. The Disclosing Party authorizes the Recipient to use the Confidential Information with other companies engaged by the Recipient to perform services, and to individuals or companies working for the Recipient in connection with the purpose of this NDA.

The Recipient shall take all steps necessary to ensure that such Representatives comply with the terms herein imposed on the Recipient and be responsible and liable for any breach of this Agreement to the extent caused or contributed to by any of its affiliates or by its or their respective Representatives.

The Recipient and other companies engaged by, individuals or companies working for the Recipient, who by virtue of the relationship between the parties shall receive Confidential Information, shall have respective written non-disclosure agreements executed, at least, in the same tenor of this Agreement to the end of protecting the Disclosing Party's Confidential Information.

Nonetheless, Recipient may disclose the Disclosing Party's Confidential Information when required by a Court of Law or by a lawful government order upon prior written notice to the Disclosing Party and only after an opportunity to oppose the disclosure. The Recipient agrees that it shall cooperate and not oppose the Disclosing Party with respect to any such requirement in any application for a protective order or other relief that the Disclosing Party may seek. If such protective order or remedy is not obtained, or if the Disclosing Party waives in writing the compliance with the terms hereof, the Recipient may disclose only that portion of the Confidential Information which it is advised by written opinion of its counsel is legally required to be disclosed, and must be exercise reasonable efforts to obtain confidential treatment of such Confidential Information.

No other license, or right, whether explicit or tacit in the Confidential Information, is granted to the Recipient. Title to the Confidential Information will remain solely in the Disclosing Party.

Section 3. Protection

The Recipient acknowledges the confidential and proprietary nature of the Confidential Information and agrees:

- (a) not to use the Disclosing Party's Confidential Information for the Recipient's own benefit or in any way to the detriment of the Disclosing Party;
- (b) to maintain all Confidential Information in strictest confidence and use the same degree of care to avoid disclosure of such Confidential Information as the Recipient uses with respect to its own confidential information of like importance, but in no event less than reasonable care;
- (c) to take such steps as are necessary to prevent any unauthorized disclosure, copying or use of the Confidential Information;
- (d) not to remove from any copies of the Confidential Information any trade secret or other proprietary notices as are inserted by the Disclosing Party; and

- (e) to neither disclose any Confidential Information to any person or entity (other than the Recipient's Representatives in connection with the Purpose and as permitted under paragraph 3 hereof) without the prior express written permission of the Disclosing Party nor make use of any Confidential Information except to evaluate the Purpose or as otherwise permitted in this Agreement. Each Party will not, and will cause its Representatives not to, without the prior written consent of the other Party, disclose to any person (unless such disclosure is required by law) the fact that the Confidential Information has been made available to the Recipient, or that discussions or negotiations are taking place concerning the Purpose, or any terms, conditions or other facts with respect to the Purpose, including the status thereof.

Section 4. Use

Recipient may use Discloser's Confidential Information only:

- a. to evaluate opportunities to do business with Disclosing Party; or,
- b. in accordance with a written, signed Agreement, if any, between Recipient and Disclosing Party that includes an express license or permission to use specific Confidential Information of Disclosing Party.

Section 5. Return or Destruction

Recipient must, within fifteen (15) days, comply with Disclosing Party's written directives to Recipient's legal representative or like department, to return or destroy specific Confidential Information of Disclosing Party. In the event of such a request, all other documents, memoranda, notes and other writing prepared by the Recipient or its Representatives based on the Confidential Information (including all copies, extracts and reproductions thereof) shall continue to be kept confidential in accordance with the terms and conditions of this Agreement; or shall be destroyed, if so requested in writing by the Disclosing Party.

Notwithstanding the provision of this section, copies of Confidential Information may be retained by the Recipient, its affiliates, or their respective Representatives in any of the following circumstances:

- (a) to the extent required by applicable law or regulation or for compliance purposes, and
- (b) copies of electronically exchanged Confidential Information that are made as a matter of routine information technology back-up.

In any case, all of the above copies shall continue to be kept confidential in accordance with the terms and conditions of this Agreement.

Section 6. Retained Rights

Disclosing Party retains all rights to its Confidential Information. This agreement does not grant any express or implied license to any trademark, copyright, patent or similar right other than the limited right to make exact copies upon disclosure in accordance with section 2 (Disclosure). Confidential Information is disclosed "AS IS" under this agreement. Disclosing Party is not liable under this agreement for the accuracy or completeness of its Confidential Information. There are no express or implied representations or warranties by Disclosing Party or Recipient under this agreement, including those with respect to the infringement of any intellectual property, privacy or third-party rights.

During and after the term of this Agreement and in order to protect the trade secrets and other proprietary information of the Disclosing Party, the Recipient, its authorized representatives, officers and employees warrant that, except as expressly permitted under applicable law or written agreement between the Parties, it shall not, directly or indirectly copy, modify, analyse, measure, disassemble, deconstruct, decompile, reverse engineer, or create derivative works out of any of the Disclosing Party's products, materials, documents, presentations, data, technical information, and/or knowledge received under this Agreement. Likewise, the Recipient shall not permit any third party to do any of the foregoing without the Disclosing Party's prior written consent.

Section 7. Limitations

This Agreement does not:

- a. prohibit Recipient from independently developing products, services, solutions, and technologies similar to, or competitive with, those contemplated by Disclosing Party's Confidential Information;
- b. require Recipient to limit its work assignments;
- c. give Recipient or Disclosing Party assurances of future revenue, profit, or business; or,
- d. create relationships of partnership, agency, or the like.

Section 8. Term

Unless sooner terminated in writing, this Agreement shall continue in full force and effect for a period of three (3) years from the date hereof.

Notwithstanding the return of the Confidential Information or the decision of the Parties to cease discussions relating to the purpose of this Agreement, the obligations imposed herein shall survive and continue for a period of two (2) years from the date of last disclosure of the Confidential Information.

Section 9. Miscellaneous

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- a. The validity, interpretation and performance of this Agreement shall be governed, controlled, interpreted, and defined by and under Philippine Laws.

In case of dispute between the Parties arising out of, or in connection with this Agreement, including any question regarding its existence, validity or termination shall be filed exclusively to the proper Courts of Taguig City, to the exclusion of all other courts.

- b. The ownership of any report that will be produced shall belong to BCDA and shall be protected by and subject to all relevant laws, rules and regulations such as, Intellectual Property Rights Law.
- c. The failure of any Party to enforce any part of this Agreement shall not be construed as a waiver of any right that may be validly and legally assumed and enforced.
- d. The Party assenting to this Agreement warrants that the signatory is authorized to sign on behalf of the Party he represents.
- e. Each Party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that Disclosing Party may seek injunctive relief in the event of any threatened or actual breach of this Agreement.
- f. The Parties must comply with all laws and regulations that apply to their disclosure and receipt of Confidential Information, including those applicable to export and import.
- g. The Parties may assent to this Agreement electronically or sign this Agreement manually and may do so in counterparts.
- h. Each individual electronically assenting to or manually signing is authorized to do so in behalf of his or her respective Party and bind the Party to this Agreement.

Section 10. Irreparable Harm

Recipient understands and acknowledges that any disclosure or misappropriation or any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees the Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in action for specific performance or injunction for the posting of a bond by Disclosing Party.

Section 11. Attorney's Fees



If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and cost incurred.

Section 12. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior Agreements, drafts Agreements, arrangements, undertakings or collateral contracts of any nature made by the Parties (whether oral or written) in relation to such subject matter.

No variation of this Agreement shall be effective unless made in writing and signed by each of the Parties or by their duly authorized representatives.


SIGNED BY the Parties on _____ at _____.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CAVDEAL – CAVITE IDEAL INTERNATIONAL CONSTRUCTION AND DEVELOPMENT CORPORATION AND CREDIBUILD DEVELOPMENT CORPORATION JOINT VENTURE

By:

By:


ARISTOTLE B. BATUHAN
Officer-in-Charge
Office of the President and CEO


ARON GINO I. EQUIPAJE
Authorized Managing Officer



Signed in the presence of:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Taguig City) S.S.

BEFORE ME, a Notary Public for and in the City of Taguig City, this ___
day of FEB 14 2022 2021, personally appeared the following:

NAME	GOVERNMENT ISSUED ID	DATE	PLACE
1. ARISTOTLE B. BATUHAN			
2. ARON GINO I. EQUIPAJE			

They are known to me to be the same persons who executed the foregoing agreement.

POSITION

COMPANY

- 1. OIC, PRESIDENT & CEO
- 2. Authorized Managing Officer

BCDA
 CAVDEAL – CAVITE IDEAL
 INTERNATIONAL CONSTRUCTION
 AND DEVELOPMENT
 CORPORATION AND CREDIBUILD
 DEVELOPMENT CORPORATION
 JOINT VENTURE

and they acknowledge to me that the signatures they affixed confirm their own free acts and entities they represent.

SIGNED AND SEALED at the place and on the date stated above.

Notary Public

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 Page No. 105 ;
 Book No. 02 ;
 Series of 2021.

MCS
 ATTY MARICEL C. CORONACION-SANTOS
 NOTARY PUBLIC FOR AND IN TAGUIG CITY
 NOTARIAL COMMISSION UNTIL DECEMBER 31 2021
 ROLL OF ATTORNEYS NO 63834
 IBP NO 1492918 1-07-2021 RIZAL
 PTR NO A-5069446 1-07-2021 TAGUIG CITY
 MCLE COMPLIANCE NO VI-0014157 05 NOV 2018

*extended until June 30, 2022
 pursuant to SC Resolutions
 dated Dec. 1, 2020 and June 22, 2021*

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