

**CONTRACT FOR THE CONSTRUCTION OF PERIMETER FENCE AND
UPGRADING OF UN AVENUE AT MORONG DISCOVERY PARK**

THE PUBLIC IS INFORMED:

This **Contract** is executed 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, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, 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 Secretary Certificate dated 20 August 2024, a copy of which is hereto attached as **Annex "A"** and made an integral part hereof;

- and -

C.M. PANCHO CONSTRUCTION, INC. (the Contractor) with principal place of business at The Forum Bldg. 71 - A Scout Borromeo Street, Diliman, Quezon City represented by its President and General Manager, Mr. **GERARDO V. PANCHO**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated 18 October 2024, a copy of which is hereto attached as **Annex "B"**.

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

ANTECEDENTS

BCDA is desirous that the Contractor execute the Construction of Perimeter Fence and Upgrading of UN Avenue at Morong Discovery Park (hereinafter called "the Works") and BCDA has accepted the Bid for **PESOS: Two Hundred Fifty Million Five Hundred Forty-Six Thousand One Hundred Thirty-One and 63/100 Centavos (Php 250,546,131.63)** 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.:

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 envelopes, as annexes, and all other documents submitted (e.g. Bidder's

[Redacted Signature]

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BCDA
Bases Conversion and
Development Authority

Engineering & Social Support Department
DE2025-0027

[Redacted Stamp]

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 **PESOS: Two Hundred Fifty Million Five Hundred Forty-Six Thousand One Hundred Thirty-One and 63/100 (Php 250,546,131.63)** or such other sums as may be ascertained, the Contractor agrees to execute the Construction of Perimeter Fence and Upgrading of UN Avenue at Morong Discovery Park 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. 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, (ii) 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.

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[Redacted Signature]

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[Redacted Signature]

[Redacted Signature]

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

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

[Redacted]

C.M. PANCHO CONSTRUCTION, INC.

By:

[Redacted Signature]

GERARDO V. PANCHO
President and General Manager

[Redacted]

Signed in the presence of:

[Redacted Signature]

GISELA Z. KALALO
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
JOSHUA M. BINGCANG	[REDACTED]	27 Aug 2021 / [REDACTED]
GERARDO V. PANCHO	P [REDACTED]	[REDACTED]

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

SIGNED AND SEALED on JAN 24 2025 in Taguig City, Philippines.

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Book No. 136
Series of 2025

[REDACTED]
ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-008 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.
IBP No. 492597; Q.C., 1-2-2025
PTR No. 7009622; Q.C., 1-2-2025
MCLE VII-0019570; 5-30-22

[REDACTED]

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