

**CONTRACT FOR CONSULTING SERVICES FOR THE CONSTRUCTION
MANAGEMENT AND SUPERVISION (CMS) OF SPECIAL AND TECHNICAL STAFF
BUILDING FOR SSC AND DACC IN FORT BONIFACIO, TAGUIG CITY**

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 President and CEO, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under Item 159 of the Revised Manual of Approval dated 22 November 2017, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

FILIPINAS DRAVO CORPORATION, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 5th Floor Aurora Milestone Building, 1045 Aurora Boulevard, Quezon City, represented herein by its President and COO, **VIRGILIO G. DE ASIS**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 21 May 2019, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Consultant**".

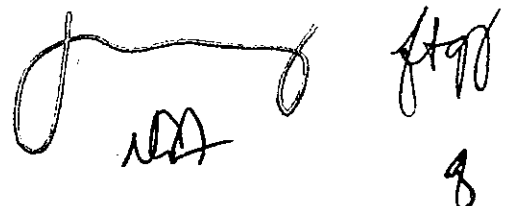
Each individually referred to as "Party" and collectively as "Parties."

ANTECEDENTS:

BCDA intends to enter into a "CONTRACT FOR THE CONSULTING SERVICES FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION (CMS) OF SPECIAL AND TECHNICAL STAFF BUILDING FOR SSC AND DACC IN FORT BONIFACIO, TAGUIG CITY" (hereinafter "the Consulting Services") with the Consultant; and BCDA has accepted the bid in the amount of **Twenty Five Million Seven Hundred Forty Seven Thousand Six Hundred Eighty** in Philippine Currency (PhP **25,747,680.00**), inclusive of all applicable taxes, fees and other charges, by the Consultant for the execution and completion of such Consulting Services, inclusive of curing any defects therein, if any.

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 shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:



The block contains handwritten signatures and initials. On the left, there is a large, flowing signature. Below it are the initials 'MA'. To the right, there is another signature, and below it is the number '8'.

- (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 Consultant'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 BCDA's bid evaluation;
- (h) Eligibility requirements, documents and/or statements;
- (i) Bids and Awards Committee for Consulting Services (BAC-C) Resolution No. BC-2021-020 recommending the award of the Contract to the Consultant;
- (j) Performance Security;
- (k) Notice of Award of Contract and the Consultant's conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or BCDA.

3. In consideration of the payments to be made by BCDA to the Consultant as hereinafter mentioned, the Consultant hereby covenants with BCDA to execute and complete the Consulting Services and remedy and defects therein in conformity with the provisions of this Contract in all respects.
4. BCDA hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

SIGNED BY THE PARTIES on 08 SEP 2021 in QUEZON CITY in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

VIVENCIO B. DIZON

President and CEO

FILIPINAS DRAVO CORPORATION

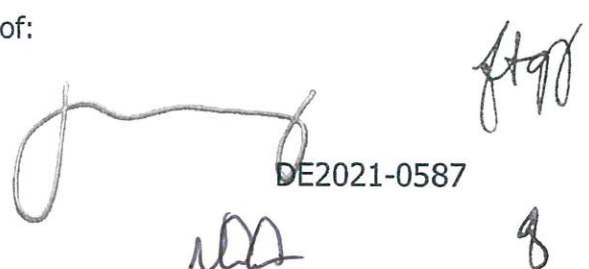
By:



VIRGILIO G. DE ASIS

President/COO

Signed in the presence of:



Aileen An. R. Zosa
AILEEN AN. 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
VIVENCIO B. DIZON		
VIRGILIO G. DE ASIS	PRC 0016894	VALID MAR. 5 2023

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 08 SEP 2021 in Taguig City, Philippines.

Doc. No. 385
Page No. 77
Book No. II
Series of 2021

Atty. HERCULES P. GUZMAN
[Notary Public for and in Quezon City (Metro Manila)]
Until Dec. 31, 2021, Quezon City
PTR No. 0686242; 01-05-2021, Quezon City
MCLE Exemption VI No. 00278 Exp. on Apr. 14, 2022;
IBP No. AR48096148 01-05-2021; Quezon City
Admin No. NP-135 (2020-2021) Roll No. 32720
Jurisdiction Quezon City
118A Luna St., Project 4, Quezon City

[Handwritten signatures]

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BCDA intends to enter into a "CONTRACT FOR THE CONSULTING SERVICES FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION (CMS) OF SPECIAL AND TECHNICAL STAFF BUILDING FOR SSC AND DACC IN FORT BONIFACIO, TAGUIG CITY" (hereinafter "the Consulting Services") with the Consultant; and BCDA has accepted the bid in the amount of **Twenty Five Million Seven Hundred Forty Seven Thousand Six Hundred Eighty** in Philippine Currency (PhP **25,747,680.00**), inclusive of all applicable taxes, fees and other charges, by the Consultant for the execution and completion of such Consulting Services, inclusive of curing any defects therein, if any.

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BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

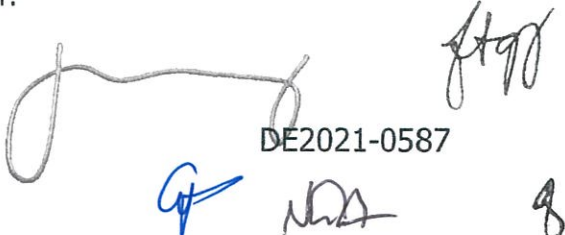

VIVENCIO B. DIZON
 President and CEO

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By:


VIRGILIO G. DE ASIS
 President/COO

Signed in the presence of:



Aileen An. R. Zosa
AILEEN AN. R. ZOSA
Executive Vice President

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[Handwritten signatures]
NDA: 8

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QUEZON CITY

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:



VIVENCIO B. DIZON
President and CEO

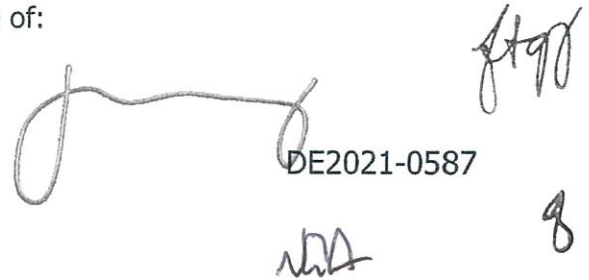
FILIPINAS DRAVO CORPORATION

By:



VIRGILIO G. DE ASIS
President/COO

Signed in the presence of:



Aileen An. R. Zosa
AILEEN AN. R. ZOSA
Executive Vice President

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

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VIRGILIO G. DE ASIS	PRE 0016894	Valid Mar. 5, 2023

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Admin No. NP-133 (2020-2021) Roll No. 32720
Jurisdiction Quezon City
118A Luna St., Project 4, Quezon City

[Handwritten signatures]

OGCC Contract Review



2020 FEB 17 PM 3:05

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
3rd Floor MWSS Administration Building, Katipunan Avenue
Balara, Quezon City
Tel. Nos. 927-0030 - 920-7477 • Fax No. 436-4405
www.ogcc.gov.ph

RECEIVED BY:
[Signature]
JOHANN F. CANALETA
Atty EVE / Frank Jones.
Fr a.a.
[Signature]
02-17-2020

CONTRACT REVIEW

No. 337
Series of 2020

FOR : BASES CONVERSION AND DEVELOPMENT AUTHORITY
ATTENTION : MS. AILEEN ANUNCIACION R. ZOSA
Executive Vice-President
RE : CONTRACT FOR CONSULTING SERVICES FOR THE
CONSTRUCTION MANAGEMENT AND SUPERVISION OF
THE SPECIAL AND TECHNICAL STAFF BUILDING FOR
THE SPECIAL SERVICE CENTER AND DIVISION
ADMINISTRATIVE COMMAND CENTER IN FORT
BONIFACIO, TAGUIG CITY
DATE : 14 FEBRUARY 2020

I. Preliminary Statement:

This pertains to your 27 January 2020 letter requesting for our review and comments on the draft Contract for Consulting Services for the Construction Management and Supervision of the Special and Technical Staff (STS) Building for the Special Service Center (SSC) and Division Administrative Command Center (DACC) (Contract) in Fort Bonifacio, Taguig City, prior to bidding and execution.

Apart from the draft Contract, you likewise submitted the General Conditions of the Contract (GCC), the Special Conditions of the Contract (SCC) and the Terms of Reference (TOR). You manifested that the Contract, GCC and SCC were all patterned after the Philippine Bidding Documents pro-forma templates for consulting services.



..... committed to uphold justice
under the rule of law



II. Antecedents:

By way of background, Republic Act (R.A.) 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 the BCDA for development and disposition, in order to raise funds for the Department of National Defense/Armed Forces of the Philippines (DND/AFP) Modernization Program, as well as for the development of other former US Military Bases into alternative productive civilian uses.

You disclosed that in order to develop Fort Bonifacio, the STS Building for the SSC and DACC of the Philippine Army has to be relocated and replicated in Fort Bonifacio, Taguig City.

BCDA is in the process of procuring the consulting services for the construction management and supervision of the STS Building through public bidding and the draft Contract will be used as template.

Thus, BCDA is now seeking the review and approval of the Contract, prior to execution.

III. Discussion:

A perusal of the SCC and GCC of the Contract shows that it follows the template provided in the Philippine Bidding Documents for the Procurement of Consulting Services.

After a careful study of its terms and conditions, and subject to BCDA’s due compliance with the provisions of RA 9184, its 2016 Revised Implementing Rules and Regulations (RIRR) and other relevant laws, we find the draft Contract to be generally in order and its provisions amply protective of BCDA’s legal interest, subject to the following comments and suggested revisions:

*...committed to uphold justice
under the rule of law*



1. Revise the first paragraph of the ANTECEDENTS as follows:

BCDA intends to enter into a "CONTRACT FOR THE CONSULTING SERVICES FOR THE CONSTRUCTION AND MANAGEMENT AND SUPERVISION (CMS) OF SPECIAL AND TECHNICAL STAFF BUILDING FOS SSC AND DACC IN FORT BONIFACIO, TAGUIG CITY" (hereinafter, "the Consulting Services") with the Consultant; and BCDA has accepted the bid in the amount of _____ in Philippine currency (PhP _____), inclusive of all applicable taxes, fees and other charges, by the Consultant for the execution and completion of such Consulting Services, inclusive of curing any of the defects therein, if any.

2. Aside from the documents enumerated under item 2 of the body of the Contract, it is suggested that the Bids and Awards Committee (BAC) Resolution recommending the winning bidder be also made an attachment.

3. BCDA is further advised to make sure that the Performance Security is sufficient and posted, accordingly.

4. Insofar as item 18.3 of the SCC is concerned, BCDA should ensure that the details of the account of the winning bidder are indicated prior to signing.

5. Under item 34.2 of the GCC, it is indicated that disputes arising from the implementation of the Contract shall be submitted to arbitration in accordance with the rules of procedure indicated in the SCC. Considering that the SCC is silent on this matter, we recommend that this be specified either in the SCC or the Contract.

It is further suggested that a provision stipulating an exclusive venue be added in the event of court litigation.

6. All blank spaces and unsupplied data should be filled out before the final draft Contract is finalized and executed.



7. All the necessary annexes mentioned in the final draft Contract must be attached in its final form.

IV. Conclusion:

Subject to the foregoing comments and suggested revisions, and BCDA's due compliance with the provisions of RA 9184, its 2016 RIRR and other relevant laws, the draft Contract may be given due course.

This review, however, did not pass upon the financial and technical aspects of the Contract nor the propriety or necessity of executing the same since these are matters best addressed to BCDA management's sound business judgment.


ELPIDIO J. VEGA
Government Corporate Counsel