

**CONTRACT FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION  
FOR THE CONSTRUCTION OF 9-STOREY RESIDENTIAL BUILDING AT FORT  
BONIFACIO, TAGUIG CITY**

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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 BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street Corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 27 June 2022, a copy of which is hereto attached as *Annex "A"*, hereinafter referred to as "**BCDA**";

- and -

**KMV ASIA DEVELOPMENT CORPORATION**, a private corporation duly organized and existing under the laws of Republic of the Philippines, with office address at 1503 Antel 2000 Corporate Center, 121 Valero St., Salcedo Village, Makati City, represented herein by its Chief Executive Officer, **KAYDEE MARIE O. VELASCO**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate, dated 16 September 2022, a copy of which is hereto attached as *Annex "B"*, hereinafter referred to as "**CONSULTANT**".

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

**ANTECEDENTS**

WHEREAS, **BCDA** is desirous that the Consultant execute the Contract for the Consulting Services for the Construction Management and Supervision of the Construction of 9-Storey Residential Building at Fort Bonifacio, Taguig City, hereinafter called "Consulting Services", and **BCDA** has accepted the bid for **PhP 38,523,288.98** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

The Project related to such Consulting Services was advertised on 15 August 2022. During the opening of bids, seven (7) eligibility documents submissions were received by the Bids and Awards Committee for Consultancy.

The seven (7) bids were subjected to detailed evaluation and shortlisting on 16-22 of September 2022 in accordance with Section 24 of the 2016 Revised Implementing Rules and Regulations (RIRR) of R.A. 9184, and using the criteria and rating system for shortlisting as provided under item number 9.2 of Eligibility Data Sheet (EDS) for the project.

KMV Asia Development Corporation was declared eligible and shortlisted to proceed to the next stage of the bidding process pursuant to Section 24.5.4 of 2016 RIRR of RA 9184. On the other hand, six (6) out of seven (7) bidders were rated "failed" and declared ineligible due to the non-compliance with the requirements provided under the Eligibility Documents and Terms of Reference (TOR) for the consulting services, and 2016 RIRR of R.A. 9184.

On 16 November 2022, KMV Asia Development Corporation was declared as the bidder with the Single Rated Bid (SRB) and issued the notice for negotiations and conduct of post-qualification in accordance with Section 33.2.5 and R.A.9184, respectively.

BCDA issued a Notice of Award unto KMV Asia Development Corporation on 21 December 2022. The Notice to Proceed will be issued within seven (7) days from the approval of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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 Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions 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 Bidder'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 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 the Entity.
3. In consideration of the payments to be made by BCDA to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this **Contract**.
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.
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 amendments, modifications, or changes do not alter the basic parameters, financial and/or technical terms and conditions of the Agreement.
6. The Consultant shall hold BCDA free and harmless from any claim involving act of negligence of the Consultant, their stakeholders, officers, personnel, agents, or representatives in the performance of their duties under the Contract.
7. The Consultant is required to perpetually ensure the confidentiality of all information and documents received from BCDA. Such obligation shall extend to its stakeholders, officers, personnel, agents, and representatives.
8. Upon expiration or termination of the Contract, the Consultant shall turnover all document, paraphernalia, or equipment which they may have received from BCDA in the course of their obligations under the Contract within thirty (30) days from the date of expiration or termination and without need of demand.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:



**AILEEN ANUNCIACION R. ZOSA**  
President and Chief Executive Officer



Engineering and Social Support Department



DE2023 - 0067

**KMV ASIA DEVELOPMENT  
CORPORATION**

By:

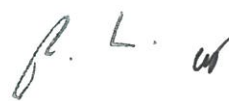


**KAYDEE MARIE O. VELASCO**  
Chief Executive Officer

Signed in the presence of:



**GISELA Z. KALALO**  
Officer-in-Charge  
Office of the Executive Vice President



**ACKNOWLEDGMENT**

Republic of the Philippines)  
Taguig City **MAKATI CITY** ) ss.

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

Name	Government Issued ID	Date/Place Issued
AILEEN ANUNCIACION R. ZOSA		
KAYDEE MARIE O. VELASCO		

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 03 2023** **MAKATI CITY** in Taguig City, Philippines.

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Book No. VII  
Series of 2023

**ATTY. GERVACIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2024  
IBP No. 05729-Lifetime Member  
MCLE Compliance No. VII-0022734  
valid until April 14, 2025  
Appointment No. M-39 (2023-2024)  
PTR No. 9563522 Jan. 3, 2023/ Makati  
Makati City Roll No. 40081  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City



LAST NAME ▶ **VELASCO**  
FIRST NAME ▶ **KAYDEE MARIE**  
MIDDLE NAME ▶ **OSIAL**  
REGISTRATION NO. ▶ **0029248**  
REGISTRATION DATE ▶ **07/03/2012**  
VALID UNTIL ▶ **11/22/2024**

**ARCHITECT**



Professional Regulation Commission  
www.prc.gov.ph

**CERTIFICATION**

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that he/she is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked or withdrawn.

20-3616720

Signature of Professional

TEOFILO S. PILANDO, JR.  
Chairman

