

**CONTRACT FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION FOR
THE CONSTRUCTION OF MARRIED ENLISTED PERSONNEL QUARTERS (MEPQ)
AT NSPL CAVITE**

THIS AGREEMENT, made this 08 OCT day of 2024, 2024 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, 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 BCDA Manual of Approval dated 22 November 2017, a copy of which is hereto attached as *Annex "A"*, hereinafter referred to as "**BCDA**";

- and -

ARKINOVUS ASIA CORP./MEINHARDT PHILIPPINES, INC. JOINT VENTURE, a private corporation duly organized and existing under the laws of Republic of the Philippines, with office address at 36B DBP Avenue, DBP Village, Brgy. Almanza dos, Las Piñas City, represented herein by its Authorized Representative, **ALLAN P. NAPOLES**, who is duly authorized for this purpose as evidenced by Secretary's Certificate, dated 15 May 2024, a copy of which is hereto attached as *Annex "B"*, hereinafter referred to as "**CONSULTANT**".

WHEREAS, **BCDA** is desirous that the Consultant execute the Contract for the Consulting Services for the Construction Management and Supervision of the Construction of Married Enlisted Personnel Quarters at NSPL Cavite, hereinafter called "Consulting Services", and **BCDA** has accepted the bid for **Pesos: Nine Million Seven Hundred Sixteen Thousand Seven Hundred Seventy Two and 13/100 (PhP 9,716,772.13)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

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 Consultant 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.
 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. 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.
 7. 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.
 8. 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.

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**

**ARKINOVUS ASIA CORP./
MEINHARDT PHILIPPINES,
INC. JOINT VENTURE**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO



By:

[Redacted Signature]

ALLAN P. NAPOLES
Authorized Representative

Signed in the presence of:

[Redacted Signature]

GISELVA Z. KALALO
Executive Vice President

[Redacted]

[Redacted]

[Redacted]

[Redacted]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

Las Piñas

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]	[REDACTED]
ALLAN P. NAPOLES	[REDACTED]	[REDACTED]

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 08 OCT 2024 in Taguig City, Philippines.

Las Piñas

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Book No. XX
Series of 2024

[REDACTED]
ATTY. JEAMIE B. BALBUENA
Notary Public until December 31, 2025
Appointment No. LP-23-048
ICP Lifetime No. 010791 Roll No. 61151
MCLE Compliance No. VIII-0004673 11/14/2023
C.No. 12632538 01/02/2024 Las Piñas City

