

**CONTRACT FOR THE CONSTRUCTION OF PN MODULAR FACILITIES
AT BNS LOT 1**

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, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 12 March 2024, a certified true copy of which is hereto attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

R.R. RICAFORT CONSTRUCTION AND SUPPLIES, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at 29 Mac Arthur Highway, San Miguel Tarlac City, represented herein by its Proprietor, **RAFAEL FELIPE R. RICAFORT**, who is duly authorized for this purpose as evidenced by a Authority of Signing Official dated 19 July 2024, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Contractor**".

BCDA and Contractor shall referred to individually as "Party" and collectively as "Parties",

ANTECEDENTS

BCDA is desirous that the Contractor execute the Construction of PN Modular Facilities at BNS Lot 1 (hereinafter called "the Works") and BCDA has accepted the Bid for **PESOS: One Hundred Eighty-One Million, One Hundred Thirty-Nine Thousand, Two Hundred Forty and 44/100 (PhP181,139,240.44)** 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;

[Redacted Signature]

[Redacted Signature]

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 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 **One Hundred Eighty-One Million, One Hundred Thirty-Nine Thousand, Two Hundred Forty and 44/100 (PhP181,139,240.44)** or such other sums as may be ascertained, the Contractor agrees to execute the Construction of PN Modular Facilities at BNS Lot 1 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.
 - 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.



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

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

**R.R. RICAFORT CONSTRUCTION
AND SUPPLIES**

By:

[Redacted Signature]

RAFAEL FELIPE R. RICAFORT
Proprietor

Signed in the presence of:

[Redacted Signature]
GISELA L. KALALO
Executive Vice President

[Redacted Signature]

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	Passport No. P7485833B	27 Aug. 2021/ DFA Angeles
RAFAEL FELIPE R. RICAFORT	Passport No. P7992631B	26 OCT. 2021/ DFA MANILA

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 **05 NOV 2024** in Taguig City, Philippines.

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Series of 2024

[REDACTED]
ATTY. TITUS M. BRAVO-BIASE
Notary public
Roll of attorneys No. 84898
PTR No. 1951541; 01/02/2024 Tarlac City
IBP No. 385389; 01/02/2024; Tarlac
Valid until December 31, 2024.

[REDACTED] *[Signature]*

[REDACTED]