

**Supply, Delivery and Installation of Industrial Fans for the  
National Academy of Sports (NAS) – Phase 2  
at New Clark City**

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **BASES CONVERSION AND DEVELOPMENT AUTHORITY** with principal office at BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, duly authorized for this purpose under BCDA Board Resolution No. 2023-04-049, as evidenced by Secretary's Certificate dated 20 July 2023 hereto attached as Annex "A" and made an integral part hereof and hereinafter called the "**ENTITY**" and **POWERARC INDUSTRIAL MACHINERY CORPORATION** with principal office at Warehouse no. 34 Mandaue North Central Brgy. Cabancalan Mandaue City, Cebu, Region VII, Philippines, represented herein by its Authorized Representative, **JUPITER SUELLO**, duly authorized for this purpose as evidenced by Secretary's Certificate dated 11 November 2023 hereto attached as Annex "B" and made an integral part hereof and hereinafter called the "**SUPPLIER**".

WHEREAS, the Entity invited Bids for certain goods and ancillary services particularly the **Supply, Delivery and Installation of Industrial Fans for the National Academy of Sports (NAS) – Phase 2 at New Clark City** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Million Two Hundred Thousand Pesos and 00/100 (Php5,200,000.00)** (hereinafter called "the Contract Price").

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 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 integral part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. 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 response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity'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 **Five Million Two Hundred Thousand Pesos and 00/100 (Php5,200,000.00)**, or such other sums as may be ascertained, **POWERARC INDUSTRIAL MACHINERY CORPORATION** agrees to supply, deliver and install **Industrial Fans** for the National Academy of Sports (NAS) – Phase 2 in accordance with his/her/its Bid.
  4. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**SIGNED BY THE PARTIES** on \_\_\_\_\_ in Taguig City, Philippines.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**POWERARC INDUSTRIAL MACHINERY CORPORATION**

By:

[Redacted Signature]  
**JOSHUA M. BINGCANG**  
 President and CEO

By:

[Redacted Signature]  
**JUPITER SUELLO**  
 Authorized Representative



Signed in the presence of:

[Redacted Signature]  
**GISELA Z. KALALO**  
 Executive Vice President

[Redacted Signature]  
**ADONIS V. PALLER**  
 NCR Branch Manager



**ACKNOWLEDGMENT**

Republic of the Philippines)  
Taguig City ) ss.

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

Name	Competent Evidence of Identity	Date of Issue / Expiry	Place of Issue
JOSHUA M. BINGCANG			
JUPITER SUELLO	TIN ID / 353 904 978 -00000	ISSUED ; 20-DEC - 2012	

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

**SIGNED AND SEALED** on FEB 02 2024 in Taguig City, Philippines.

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Book no. 4  
Series of 2024

**ATTY. MARICEL C. CORONACION-SANTOS**  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2023  
ROLL OF ATTORNEYS NO. 63834  
IBP NO. 4237 1-16-2024 / RIZAL  
PTR NO. 60954 16-2024 / TAGUIG CITY  
MCLE COMPLIANCE NO. 010005758 30 JULY 2021

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
BUREAU OF INTERNAL REVENUE


TIN: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

Birth Date: [REDACTED] TIN Issuance Date: [REDACTED]

SIGNATURE [REDACTED]



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- This card bears your permanent Taxpayer Identification Number (TIN).
- Always indicate your TIN on all returns/documents filed with the BIR.
- Issuance of TIN Card for the first time shall be free of charge. However, in case of subsequent issuance upon taxpayer's request due to loss or damage, a P100.00 fee shall be collected to cover cost of reprinting.
- Report immediately to your Revenue District Officer, the loss of this card and change of name or address.
- Any person who secures and/or uses more than one TIN shall be criminally liable and shall be punishable by fine and imprisonment.

BIR Form No. 1931 January 2019 (ENCS)