

**CONTRACT FOR THE THIRD-PARTY CONSULTANT FOR THE STRUCTURAL
ASSESSMENT OF PMC HEADQUARTERS - BUILDING 1 VIA NEGOTIATED
PROCUREMENT UNDER EMERGENCY CASES**

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 Manual of Approval, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

ABINALES ASSOCIATES ENGINEERS + CONSULTANTS, an entity duly organized and existing under the laws of the Republic of the Philippines, with office address at 601 The Praxedes Place, 5 East Capitol Drive, Brgy. Kapitolyo, Pasig City, represented herein by its Managing Partner, **ADAM C. ABINALES**, who is duly authorized for this purpose as evidenced by Article IX of their Securities and Exchange Commission (SEC) Articles of Partnership dated 16 November 2021, 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 is desirous that the Consultant execute the CONSULTING SERVICES FOR THE THIRD-PARTY CONSULTANT FOR THE STRUCTURAL ASSESSMENT OF PMC HEADQUARTERS - BUILDING 1 VIA NEGOTIATED PROCUREMENT UNDER EMERGENCY CASES (hereinafter called "the Consulting Services") and BCDA has accepted the bid for **Pesos: Four Million Four Hundred Eighteen Thousand Three Hundred Sixteen and 00/100 (4,418,316.00)**, inclusive of all applicable taxes, fees and other charges, by the Consultant for the execution and completion of such Consulting Services 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 shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) Terms of Reference;
 - (b) Eligibility requirements, documents and/or statements;
 - (c) Performance Security;
 - (d) Notice of Award of Contract and the Consultant's conforme thereto;
 - (e) 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 the 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.
5. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, during the term of this Contract, any business or professional activities within the Philippines which would conflict with the activities assigned to them under this Contract.

6. The Consultant shall ensure that at all times during the Consultant's performance of the Consulting Services, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Consulting Services.
7. Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

The Consultant shall during the performance of the Services be an independent consultant, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, providing all appropriate employee benefits.

8. The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

9. Suspension of works, modification of terms, and termination of the Contract are governed by the provisions of Republic Act No. 9184 and its revised Implementing Rules and Regulations.

10. The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- b. entering into a subcontract for the performance of any part of the Services, it being understood that:

[REDACTED]

[REDACTED]

- i. the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - ii. the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
 - c. replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval;
11. The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.

Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

12. Subcontracting of any portion of the Consulting Services does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults or negligence, or those of its agents, servants or workmen.
13. If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract price.
14. Anti-Bribery. The Consultant 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.
15. Assignment. Consultant 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, Consultant must disclose to BCDA the name of its assignee/s or subcontractor who/which should have a written agreement/s with Consultant 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.
16. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
- a. Consultant shall pay taxes in full and on time
 - b. Consultant 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 JAN 31 2025 in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

**ABINALES ASSOCIATES
ENGINEERS + CONSULTANTS**

By:

[Redacted Signature]

ADAM C. ABINALES
Managing Partner

Signed in the presence of:

[Redacted Signature]
GISELA Z. KALALO
Executive Vice President

[Redacted Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **Pasig 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
ADAM C. ABINALES		

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 **JAN 31 2025** in Taguig City, Philippines.

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Book No. **05**
Series of 2025

FERDINAND D. AYAHAO
Notary Public

For and in Pasig City and the Municipality of Pateros
Appointment No. 96 (2024-2025) valid until 12/31/2025
MCLE Exemption No VIII-BEP003234, until 04/14/28
Roll No. 46377; IBP LRN 02459; OR 535886. 06/21/2001
TIN 123-011-785; PTR 1634583AA, 01/03/24. Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel. +632-86314090