

**CONTRACT FOR THE OPERATIONS AND MAINTENANCE  
OF THE NEW CLARK CITY (NCC) SPORTS HUB**

THE PUBLIC IS INFORMED:

This Contract, made this 27th day of December between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, duly organized and existing pursuant to Republic Act (RA) No. 7227, as amended, with principal office at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented herein by its Officer-in-Charge and Executive Vice President, AILEEN ANUNCIACION R. ZOSA, duly authorized for this purpose pursuant to BCDA Board Resolution No. 2021-11-147 as evidenced by the attached Secretary's Certificate, hereto attached as **Annex "A"** and made an integral part hereof, and hereinafter referred to as "**BCDA**";

- and -

**PHILJAYA PROPERTY MANAGEMENT CORPORATION**, a corporation duly organized and existing under the laws of Republic of the Philippines, with principal office at G/F Commercial Are, National Gov't Administrative Center (NGAC) Compound, New Clark City, Aranguren, Capas Tarlac, represented herein by its representative PATRICK NICHOLAS P. DAVID, duly authorized for this purpose pursuant to Philjaya Board Resolution, as evidenced by Corporate Secretary's Certificate, which is attached hereto as **Annex "B"** and made an integral part hereof, and hereinafter referred to as the "**MANAGER**".

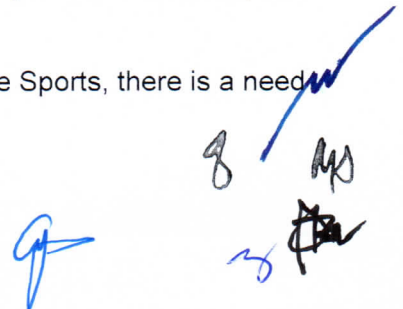
BCDA and MANAGER are collectively referred to as the "Parties" and each a "Party"

**ANTECEDENTS:**

BCDA is implementing its flagship project, the New Clark City (NCC) Project, which is a 9,450-hectare metropolis located in the northern portion of the Clark Special Economic Zone (CSEZ). The planned city landscape is a new urban core north of Manila that will host businesses, domestic and international trade, schools and hospitals, research and development entities, and national government offices.

Among the planned developments in NCC is the NCC Sports Hub, which is part of the Phase 1A development of the National Government Administrative Center (NGAC). The sports complex, consisting of all the facilities necessary for the scientific sports training and development of the Philippine athletes, is also geared to become a world-class facility which shall be the future venue for major international sports events.

To support the vision of the NCC as the main hub of Philippine Sports, there is a need



to engage the services of a reputable property management firm that will operate and maintain the existing sports facilities.

For this purpose, BCDA has conducted a competitive bidding to procure the services of the Operations and Maintenance Provider (hereinafter the "MANAGER") in accordance with Republic Act (RA) No. 9184 and its Revised Implementing Rules and Regulations (RIRR).

The MANAGER has been determined to have complied with the eligibility requirements and is responsive to all the requirements of the Project, as well as the conditions specified in the bidding documents.

BCDA is desirous that the MANAGER executes the Contract for the Operations and Maintenance of the NCC Sports Hub, and BCDA has accepted a Bid by the MANAGER for the services in the sum of **NINETY-EIGHT MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX PESOS & 59/100 (Php 98,731,726.59)** (hereinafter "the Contract Price").

ACCORDINGLY, the Parties agree 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.*:

i. Philippine Bidding Documents (PBDs);

- a. Schedule of Requirements;
- b. Technical Specifications;
- c. General and Special Conditions of Contract; and
- d. Supplemental or Bid Bulletins, if any

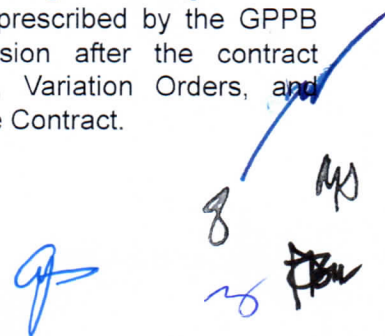
ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

v. 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.

Handwritten signatures and initials in blue ink at the bottom right of the page. There are several distinct marks, including a large signature that appears to be 'JF', and other initials like 'MS' and 'FB'.

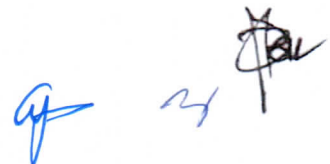
3. In consideration for the sum of **NINETY-EIGHT MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX PESOS & 59/100 (Php98,731,726.59)**, PHILJAYA PROPERTY MANAGEMENT CORPORATION agrees to perform the Operations and Maintenance of the NCC Sports Hub in accordance with its Bid for the duration of the contract from 01 January 2022 to 30 June 2023.
4. BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
6. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, telex, or facsimile to such Party or through an authorized representative of such Party, at the address specified in this Contract, which shall be effective when delivered or duly received or on the notice's effective date, whichever is later.

A Party may change its address for notice, request, or consent required or permitted to be given or made pursuant to this Contract by giving the other Party notice of such change of address.

7. The MANAGER obligates itself to perform and complete all the services within the period specified in the Bidding Documents beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. If the MANAGER fails to satisfactorily perform the services within the stipulated period, BCDA shall, without prejudice to its other remedies under this Contract and under the applicable law/s, liquidated damages, not by way of penalty, shall be paid to BCDA by the MANAGER the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, BCDA may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.
9. If any dispute or difference of any kind whatsoever shall arise between BCDA and the MANAGER in connection with or arising out of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties failed to resolve their dispute or difference by such mutual consultation, then either BCDA or the MANAGER may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be settled by arbitration. Arbitration may be commenced prior to or after the performance of the services under this Contract.



In the case of dispute between BCDA and the MANAGER, the dispute shall be resolved in accordance with Republic Act (RA) 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

This shall not however prevent any Party from seeking any equitable relief or remedy from court.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree, and BCDA shall pay the MANAGER any monies due the MANAGER.


10. The MANAGER shall not be liable for forfeiture of its Performance Security and/or Liquidated Damages if and to the extent that the MANAGER's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purpose of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the MANAGER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the MANAGER. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes.

If a *force majeure* situation arises, the MANAGER shall promptly notify BCDA in writing of such condition and the cause thereof. Unless otherwise directed by BCDA in writing, the MANAGER shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable means for performance not prevented by the *force majeure*.

11. This Contract may be terminated in accordance with the GPPB Guidelines on Termination of Contracts.
12. Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

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.

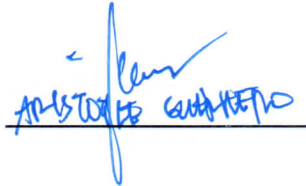
  
AILEEN ANUNCIACION R. ZOSA  
Executive Vice President & OIC PCEO

for:

  
ENGR. PATRICK NICHOLAS P. DAVID  
Authorized Representative

for:

Witness:

  
\_\_\_\_\_

  
ENGR. GIL A. TALINGDAN II

ACKNOWLEDGMENT

Republic of the Philippines)  
  TAGUIG CITY  ) S.S.


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

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
AILEEN ANUNCIACION R. ZOSA	PASSPORT	JANUARY 10, 2019 DFA MANILA
PATRICK NICHOLAS PANGILINAN	PASSPORT	JUNE 03, 2021 DFA MANILA

who are personally known to me and who represented to me that they are the persons who signed and executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities herein represented.

SIGNED AND SEALED on in , Philippines.

Doc No. ; 448  
Page No. ; 91  
Book No. ; I  
Series of 2021.

  
ATTY. ANGELO FRANCISCO B. PIEDRA  
Notary Public for Taguig City  
Appointment No. 55 (2021-2022)  
Until December 31, 2022  
Roll No. 70039  
ISP No. 178550/01-03-22 / RSM  
PTR No. 5386536/01-06-22 / Taguig City  
MCLE Compliance No. VII-0000792 / 09-06-2019 / Pasig City  
Libra Law 10TH & 8TH Flr. The Infinity Tower (Commercial)  
26TH Street Brgy. Fort Bonifacio  
Bonifacio Global City, Taguig City 1634



## SECRETARY'S CERTIFICATE

Republic of the Philippines)  
Taguig City ) SS.

I, **GISELA Z. KALALO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 599<sup>th</sup> Regular BCDA Board Meeting held on 17 November 2021, with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

### Resolution No. 2021-11-147

Resolve, as it is hereby resolved, that the authority of the Officer-in-Charge of the Office of the President and CEO (OIC-OPCEO), or in his absence the Executive Vice President and Chief Operating Officer to sign the following documents in relation to the Property Management (Operations and Maintenance) of the NGAC Sports Facilities in New Clark City (NCC) be, as it is hereby APPROVED:

- a. Notice of Award;
- b. Contract;
- c. Notice to Proceed;
- d. Certificate of Budget Inclusion; and
- e. Other documents pertinent to the implementation of the O&M of the NGAC Sports Facilities in NCC

This certification is being issued subject to the final approval of the Minutes of the 17 November 2021 BCDA Board Meeting.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 19<sup>th</sup> day of November 2021.

  
**GISELA Z. KALALO**  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 23 2021 at TAGUIG CITY, Philippines, by Atty. GISELA Z. KALALO who exhibited to me her Passport No. P6042520B, issued at the DFA Manila on 05 January 2021 and valid until 04 January 2031.

Doc. No. 201  
Page No. 42  
Book No. 110  
Series of 2021.

Purpose: For reference of PPMD and as supporting document  
SC2021-173  
YB2021-0369

**ATTY. EDUARDO P. BAROT**  
Notary Public for Taguig, RoH No. 36248  
Commission No. 3 Until December 31, 2022  
PTR No. 4578428/01.04.21/Mandaluyong City  
IBP Lifetime Member No. 013895/06.02.15/ RSM  
MCLE Compliance No. VI-0007875 /04.14.22/  
3/F Bonifacio Technology Center 31st Street  
Corner 2nd Avenue Crescent Park West  
Cinhal City Taguig City, Philippines

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**CORPORATE SECRETARY'S CERTIFICATE**

I, **ELEANOR R. ABRENICA**, of legal age, Filipino, with office address at Unit 907 Trade and Financial Tower, 7<sup>th</sup> Ave. Cor. 32<sup>nd</sup> Street, Bonifacio Global City, Taguig City, being the duly elected and qualified Corporate Secretary of **PHILJAYA PROPERTY MANAGEMENT CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address as registered with the Securities and Exchange Commission (SEC) at Ground Floor, Regional Government Center, Bgy. Mapagong, Calamba City, and field office at G/F Commercial Area, National Government Administrative Center (NGAC) Compound, New Clark City, Aranguren, Capas, Tarlac and business office at 2<sup>nd</sup> Fl., Catap Bldg., 0425 Mc Arthur Highway, Cut Cut II, Capas, Tarlac, do hereby certify that:

During the special meeting of the Board of Directors ("the Board") of **PHILJAYA PROPERTY MANAGEMENT CORPORATION** (the "Corporation") held on 14 October 2021, at the field office of the Corporation, at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved and adopted by a majority of the members of the Board of Directors present thereat, and is now in full force and effect, to wit:

"RESOLVED, that the Board of Directors ("Board") of the Corporation resolves, as it hereby resolved that the Corporation be authorized and empowered, as it is hereby authorized and empowered to participate in the public re-bidding for the **PROCUREMENT OF OPERATION AND MAINTENANCE SERVICES FOR THE NEW CLARK CITY SPORTS COMPLEX IN THE NATIONAL GOVERNMENT ADMINISTRATIVE CENTER, NEW CLARK CITY, TARLAC**, to submit bids and to execute all other documents and contracts in connection therewith;

RESOLVED, FURTHER, that **PATRICK NICHOLAS P. DAVID**, President of the Corporation, and/or **GIL TALINGDAN II**, Operations & Facilities Manager, be authorized to execute and sign for and in behalf of the Corporation and submit such documents or perform such acts as are necessary for the corporation to fully participate in the public bidding for the aforementioned procurement, sign the Application to Participate in Public Bidding and all documents in connection therewith, submit or deliver to the concerned agency all relevant documents, applications, papers, contracts and agreements in requisite for the purpose of herein authorization; attend and represent the Corporation in pre bid conference, negotiations and transactions, or appoint his representative/s thereto, and to execute the agreements/ contracts and all other documents appurtenant to the bidding, for and on behalf of the Corporation in connection with the aforesaid procurement process;

I **FURTHER CERTIFY** that the foregoing resolution above quoted has not been revoked, cancelled, amended, or modified in any way, and is in full force and effect as of the date hereof, and is in accord with the Articles and By-Laws of the corporation;

IN WITNESS WHEREOF, I have signed this Secretary's Certificate this 21 October 2021 at Taguig City

**ELEANOR R. ABRENICA**  
Corporate Secretary

OCT 21 2021 **AGUIG CITY**

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_  
affiant exhibiting to me her IBP ~~LIFETIME~~ MEMBER ROLL NO. 07358 as competent proof of her  
identity.

**NANCY JOAN M. JAVIER**  
Notary Public for and in Taguig City  
Philippines until December 31, 2022

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Page No. 15  
Book No. XXIII  
Series of 2021

Commission Appointment No. 12 (2021-2022)  
PTR No. A-5075042-01-04-1024/Lavi M., Taguig City  
IBP Lifetime Member No. 07754/Rizal Chapter  
MCLE Compliance No. VC-0020337  
Roll No. 41061