

Contract Agreement

Repair and Improvement of the Site Development within the NCC Sports Facilities

Operation and Maintenance of the New Clark City (NCC) Sports Facilities

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, **Engr. JOSHUA M. BINGCANG**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated 07 November 2023, a certified true copy of which is hereto attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

3-SIDES BUILDERS AND TRADING CORPORATION, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at B2 Lot 1 Atis St. corner Lanzones, Trinidad Village Phase 1 and 2, Brgy. Calibutbut, Bacolor, Pampanga, represented herein by its Authorized Representative, **MS. MA. ANTONNETE CONCEPCION I. TAYAG**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 01 December 2023, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as "**Contractor**".

Individually referred to as "Party" and collectively as "Parties",

ANTECEDENTS

BCDA is desirous that the Contractor execute the Provision of **Repair and Improvement of the Site Development within the NCC Sports Facilities - Operations and Maintenance of the NCC Sports Facilities** (hereinafter called "the Works") and BCDA has accepted the Bid for **Nine Million Two Hundred Sixty-Two Thousand Three Hundred Forty-Four Pesos & 00/100 (PhP 9,262,344.00)**, inclusive of VAT, and all applicable taxes and fees by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The procurement of the Works was posted on the BCDA and PHILGEPS website on 11 November 2023.

The Contractor has submitted its bid and, upon evaluation and post qualification by the Bids and Awards Committee for Infrastructure (BAC-I) following the Implementing Rules and Regulations of Republic Act 9184, has been determined to be the bidder that has submitted the Highest Rated and Complying Bid.

BCDA issued a Notice of Award on 19 December 2023 in favor of the Contractor

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;
 - c. 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;
 - d. Performance Security;
 - e. Notice of Award of Contract and the Bidder's conforme thereto; and
 - f. 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 **Nine Million Two Hundred Sixty-Two Thousand Three Hundred Forty-Four Pesos & 00/100 (PhP 9,262,344.00)**, inclusive of VAT, and all applicable taxes and fees or such other sums as may be ascertained, the Contractor agrees to execute the Repair and Improvement of the Site Development within the NCC Sports Facilities - Operations and Maintenance of the NCC Sports Facilities 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.

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

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By: _____

ENGR. JOSHUA M. BINGCANG
President and CEO

3-SIDES BUILDERS AND TRADING CORPORATION

MA. ANTONETTE CONCEPCION I. TAYAG
Authorized Representative



Signed in the presence of:

ATTY. GISELA Z. KALALO
Executive Vice President and COO

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
ENGR. JOSHUA M. BINGCANG
MA. ANTONNETE CONCEPCION L. TAYAG

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 19 2024 in Taguig City, Philippines.

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Book No. 1
Series of 2024

FERNANDO T. GALLARDO JR.
Notary Public for Taguig City, Philippines
2nd BTC, 31st Street, BGC, Taguig City, 1634
Appointment No. 34 (2024-2025)
PTR No. A-6089375/02Jan2024/Taguig City
Roll of Attorneys No. 38060/10Jun1992
ISP Life Member Roll No. 00365/19Jul1995
MCLE Compliance No. VI-0006604/05Oct2021

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

Special Conditions of Contract

GCC Clause	
2	The intended completion date is 185 calendar days reckoned from the receipt of the Notice to Proceed (NTP).
3.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of the Contract until the date of its termination and/or project completion.
6	There are no site investigation reports.
7.2	The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall be five (5) years reckoned from the issuance of Certificate of Final Acceptance.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 calendar days from the receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is equivalent to the current billing being requested. The Program of Works shall be updated and submitted every 30 days from the submission of the last report.
13	The amount of the advance payment shall not exceed 15% of the total contract price.
14	Materials and equipment delivered on the site but not completely installed and accepted by the Procuring Entity's Representative shall not be included in payment. The first progress payment shall be paid to the contractor after 20% of the work has been accomplished. Thereafter, the payments can be made every month provided that the contractor submits a progress billing or a request for payment for work accomplished.
15.1	The operating and maintenance manuals and "As-built" drawings (one (1) original in Mylar in A1 size 3 mil thickness and two (2) A1 size blue-print copies and electronic file in USB) are required to be submitted before the release of the final payment.
15.2	No final payment shall be made by the Procuring Entity unless the Contractor prepares and submits the required as-built plans/drawings, and operating and maintenance manuals.

SECRETARY'S CERTIFICATE

Republic of the Philippines)
Taguig City) SS.

I, **ELVIRA V. ESTANISLAO**, 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, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 504th Regular BCDA Board Meeting held on 22 November 2017 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2017-11-183

Resolve, as it is hereby resolved, that the revised BCDA Manual of Approvals be, as it is hereby APPROVED.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 31st day of October 2023.

ELVIRA V. ESTANISLAO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 07 2023 at TAGUIG CITY, Philippines, by Atty. **ELVIRA V. ESTANISLAO** who exhibited to me her Passport No. P6212014A, issued at the City of Manila on 28 February 2018 and valid until 27 February 2028.

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Book No. 30
Series of 2023.

Purpose: As a supporting document to BAG requirement
SG2023-165
YB2023-0561

ATTY. EDUARDO P. BAROT

Notary Public for Taguig, Roll No. 36248
Commission No. 4 Until December 31, 2024
PTR No. A-5725307/01.03.23/Taguig City
SP Lifetime Member No. 013895/06.02.15/RSM
ICLE Compliance No. VI-0007875/04.14.22
Unit 2A The Grand Hamptons Tower 2, 1st Ave.
Cor. 31st St., BGC, Taguig City, Philippines

ICLE Compliance No.
VII-0020354/04.14.2023

REPUBLIC OF THE PHILIPPINES
City of San Fernando, Pampanga
CITY OF _____

SECRETARY CERTIFICATE

I, **Consuelo I. Tayag**, of legal age, Filipino, and with postal address at **4017 Bangcal St. Hensonville, Brgy Malabanas, Angeles City**, under oath, depose and say that:

That I am the Corporate Secretary of **3-Sides Builders & Trading Corp.** a corporation duly organized and existing under the laws of the Philippines; with principal office address at **B2 L1 Atis St. Lanzones Cor Trinidad Village Phase 1 & 2 Brgy Calibutbut, Bacolor Pampanga**

That on June 01, 2023 the corporation approved and adopted the following quoted resolutions, to with:

Board Resolution No. 001

That the Board resolves as it is hereby resolved that **Josephine R. Cruz** shall be given the full authority to submit and execute documents related for the bidding of **Repair and Improvement of the Site Development within the New Clark City (NCC) Sports Facilities- Operations and Maintenance of the NCC Sports Facilities** related thereto.

In witness whereof, I have hereunto affixed my signature this 01 DEC 2023 at City of San Fernando, Pampanga

Consuelo I. Tayag
Corporate Secretary

01 DEC 2023

Subscribed and Sworn to before me this _____ at _____

Notary Public

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ATTY. WILIAM ALONTE JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR # 2710171-4-2023
RCL # 45730
IBP LIFE ME # 01898 3-0
MCLE # 0016565-1-22

AT

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
 City of San Fernando Pampanga) S.S.
 x-----x

AFFIDAVIT

I, **MA. ANTONNETTE CONCEPCION I. TAYAG**, of legal age, single, Filipino Citizen, and residing at 4017 Bangcal Cor., Gumamela St., Henson Ville, Brgy. Malabarias, Angeles City with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of **3 SIDES BUILDERS & TRADING CORP.** with office address at 82 L1 Atis St. Lanzones corner Trinidad Village Phase 1 & 2, Calibutbut, Bacolor, Pampanga,
2. As the owner of **3 SIDES BUILDERS & TRADING CORP.**, I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Repair and Improvement of the Site Development within the New Clark City (NCC) Sports Facilities- Operations and Maintenance of the NCC Sports Facilities**. The BCDA Bids and Awards Committee for Infrastructure, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
3. **3 SIDES BUILDERS & TRADING CORP.** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, Corporations, or Local Government Units, foreign government/foreign or International financing institution whose blacklisting rules have been Recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **3 SIDES BUILDERS & TRADING CORP.** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the Documents submitted;
6. None of the officers, directors, and controlling stockholders of BCDA is related to the head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-User Units, and the project consultants by consanguinity or affinity up to the third Civil degree;
7. **3 SIDES BUILDERS & TRADING CORP.** complies with existing labor laws and standards; and
8. **3 SIDES BUILDERS & TRADING CORP.** is aware of and has undertaken the following responsibilities as a Bidder:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the **Repair and Improvement of the Site Development within the New Clark City (NCC) Sports Facilities- Operations and Maintenance of the NCC Sports Facilities**.
9. **3 SIDES BUILDERS & TRADING CORP.** did not give or pay directly or indirectly any commission, amount fee of any form of consideration, Pecuniary or otherwise to any person or

official, personnel or representative of the government in relation to any procurement project activity.

10. In case advance payment was made or given, failure to perform or deliver any obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods and services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act. No. 3815 s. 1930, as amended or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 01 DEC 2023 day of December 2023 at the City of San Fernando, Pampanga, Philippines.

A D

MA. ANTONETTE CONCEPCION I. TAYAG
Affiant

SUBSCRIBED AND SWORN to before me this 01 DEC 2023 at the City of San Fernando, Pampanga Philippines, Affiant exhibited to me No. C10-15-005335 and valid until 12/08/2032.

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Notary Public
WIL ANTONETTE JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR # 3110171 1-2023
ROLL # 45730
IBP LIFETIME # 01896 3-0
MCLE # 0016565 - 1-22