

**CONTRACT FOR THE DESIGN AND CONSTRUCTION OF THE NEW CLARK CITY  
(NCC) WATER SUPPLY FACILITIES IN NCC SOUTH GATE**

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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, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, duly authorized for this purpose as evidence by Secretary's Certificate dated 24 March 2025, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

**MAYNILAD WATER SERVICES, INC.** a private entity duly organized and existing under the laws of the Republic of the Philippines, with office address, MWSS Complex, Katipunan Ave., Balara, 1119 Quezon, represented herein by its Business Development Head, **FAHRUDDIN NAWAWI B. TAGO**, duly authorized for this purpose as evidenced by Secretary's Certificate dated 25 March 2025, 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 Contract for the Design and Construction of the New Clark City (NCC) Water Supply Facilities in NCC South Gate (hereinafter called "the Project"), of which the Approved Budget for the Contract is at Seventy Million Pesos (Php 70,000,000.00) and BCDA has accepted the Contractor's Negotiated Amount of **Sixty-Two Million, Seven Hundred Twenty-Seven Thousand Thirty-Eight and 11/100 (Php 62,727,038.11)** for the execution and completion of such Project and 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 attached, deemed to form, and be read and construed as part of this Contract, vis:
  - (a) General Conditions of Contract;
  - (b) Special Conditions of Contract;
  - (c) Negotiated Contract Amount;
  - (d) Eligibility requirements, documents and/or statements;
  - (e) Performance Security;
  - (f) Notice of Award of Contract and the Contractor's conforme thereto; and
  - (g) Other contract documents that may be required by existing laws and/or the BCDA.
3. In consideration for the sum of the payments to be made by BCDA to the Contractor as hereinafter mentioned, the Project hereby covenants with BCDA to execute and complete the Project and remedy the defects therein in conformity with the provisions of this Contract in all respects.
4. BCDA hereby covenants to pay the Contractor in consideration of the execution and completion of the Project, 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

SIGNED BY THE PARTIES on MAR 27 2025 in Taguig City, Philippines.

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:

  
**JOSHUA M. BINGCANG**  
  


**MAYNILAD WATER SERVICES, INC.**

By:

  
**FAHRUDDIN NAWAWI B. TAGO**  
Business Development Head

Signed in the presence of:

**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	P6441692C	FEB 7, 2034	DFA ANGELES
FAHRUDDIN NAWAWI B. TAGO	P2591886C	DEC 8, 2032	DFA MANILA

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 MAR 27 2025 in Taguig City, Philippines.

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Series of 2025.

  
ATTY. MARICEL C. CORONACION-SANTOS  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025  
ROLL OF ATTORNEYS NO. 63834  
IBP NO. 497152 / 1-03-2025 / RIZAL  
PTR NO. 6453958 / 1-07-2025 / TAGUIG CITY  
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023

***Section IV. General Conditions of Contract***



## **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 List of Key Personnel indicating their designation, 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.

## **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 Contractor 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 Procurement Documents, 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.

## **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 Negotiated Contract Amount 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. The Contractor shall 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 agreed period, 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.



*Section V. Special Conditions of Contract*





## Special Conditions of Contract

GCC Clause	
2	The intended completion date is on the 180th day upon receipt of the Notice to Proceed (NTP).
3.1	The Procuring Entity shall give possession of all parts of the site to the contractor.
6	No site investigation reports.
7.2	Five (5) years.
8	If the Contractor is a joint venture or consortium, all partners to the joint venture or consortium shall be jointly and severally liable to the BCDA.
10	Dayworks are applicable at the rate shown in the Contractor's original Negotiated Contract Amount.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days from receipt of the Notice of Award.
11.2	The Program of Works shall be updated within thirty (30) days
13	The amount of the advance payment shall not be more than fifteen percent (15%) of the contract price and to be made after the issuance of the Notice to Proceed and upon a written request from the contractor and submission to and acceptance of an irrevocable standby letter of credit of equal value to the request or a bank guarantee or a surety bond callable upon demand.
14	<p>Materials and equipment delivered on the site but not completely put in place and accepted by the Procuring Entity's Representative shall not be included for payment.</p> <p>Payments shall be made through a modified scheme as shown below:            Advance Payment: Not to exceed 15% of the Contract Price (Subject to Recoupment)</p> <p>Progress Payments of at least 5% Actual Work Accomplishment</p>



	<p>Final Payment: Shall be at 100% Actual Accomplishment and issuance of Certificate of Completion to the Contractor.</p> <p>Payments are subject to applicable deductions under the IRR of RA9184</p>
15.1	<p>The Operating and Maintenance Manuals; and As-Built Drawings (One Original in Mylar (size A1 and at least 75 microns), three (3) Blueprint Copies (size A1 and 70 microns), Building Information Model (BIM) and electronic file in USB) shall be submitted to and approved by the Procuring Entity or its duly authorized representative before the issuance of the Certificate of Completion.</p>
15.2	<p>The final payment shall be withheld for failing to submit the complete set and copies of Operating and Maintenance Manuals, and As-Built Drawings, subject to applicable laws.</p>



## SECRETARY'S CERTIFICATE

Republic of the Philippines)  
Taguig City

I, **MARICEL C. SANTOS**, of legal age, being the Corporate Secretary of the Basin Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 311 Street corner 21<sup>st</sup> Avenue, Bonifacio Global City, Taguig City, do hereby certify that in a referendum held on 23 March 2025, the Board of Directors approved the following resolution:

### Resolution No. 2025-03-036

Resolved, as it is hereby resolved, that the Board of Directors of BCDA approves the allocation of the supplemental budget in the amount of Seventy Million Pesos (Php70,000,000.00) for the Procurement of the Design and Construction of the New Clark City (NCC) Water Supply Facilities in NCC South Gate through Negotiated Procurement under Emergency Cases.

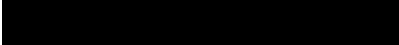
Resolved further, as it is hereby further resolved, that the Board authorizes the procurement of the Design and Construction of the NCC Water Supply Facilities in NCC South Gate through Negotiated Procurement under Emergency Cases in accordance with Section 53.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 with a total Approved Budget for the Contract (ABC) of Seventy Million Pesos (Php 70,000,000.00), inclusive of an applicable taxes and fees;

Resolved further, as it is hereby resolved, that the Board approves the delegation of authority to the Strategic Projects Management Department to directly negotiate with a legally, technically, and financially capable supplier or contractor for the procurement of the Project through Negotiated Procurement under Emergency Cases;

Resolved finally, as it is hereby finally resolved, that the Board grants authority to the President and CEO or the Executive Vice President and COO, or in their absence, the Officer-In-Charge of the Office of the President and CEO to approve and sign the following:

- a. Recommendation of the Bids and Awards Committee of the Mode of Procurement;
- b. Lowest Calculated Responsive Bid (LCRB)/Single Calculated Responsive Bid (SCRB);
- c. Award of Contract;
- d. Scope of Works;
- e. Program of Works;
- f. Contract Agreement;
- g. Notice to Proceed (NTP); and,
- h. Other documents related to the execution of the procurement and contract.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 24<sup>th</sup> day of March 2025.

  
**MARICEL C. SANTOS**  
Corporate Secretary



REPUBLIC OF THE PHILIPPINES )  
MAKATI CITY, METRO MANILA. )S.S.

**SECRETARY'S CERTIFICATE**

I, **KRISTINA JOYCE C. GANGAN**, of legal age, Filipino, and with office address at the Liberty Center – Picazo Law, 104 H.V. Dela Costa St., Salcedo Village, Makati City, after being duly sworn in accordance with law, hereby certify that:

1. I am the duly appointed and incumbent Assistant Corporate Secretary of **MAYNILAD WATER SERVICES, INC.** (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at the Maynilad Building, MWSS Complex, Katipunan Avenue, Barangay Pansol, Quezon City;

2. At the meeting of the Board of Directors of the Corporation held on 3 March 2025, during which a quorum was present and acting throughout, the following resolution was passed and approved by the Board of Directors:

**"RESOLVED, AS IT IS HEREBY RESOLVED**, to authorize the Corporation to execute an Omnibus Sworn Statement for the design and construction of the Water Supply Facilities of the New Clark City South Gate Project (hereinafter referred to as the "**Omnibus Sworn Statement**") and, for this purpose to appoint either Mr. Ramoncito S. Fernandez, President and CEO, or Mr. Fahrudin Nawawi B. Tago, Business Development Head, as the authorized and designated representative of the Corporation, with full power and authority to sign, execute, and deliver, for and on behalf of the Corporation, the Omnibus Sworn Statement and any and all related and necessary documents, and to do and perform all such acts and deeds, as may be necessary or proper to give force and effect to this resolution;

**"RESOLVED, FINALLY**, that the Corporate Secretary or the Assistant Corporate Secretary be, and is hereby, authorized to issue certifications covering the foregoing resolutions adopted by the Board of Directors of the Corporation."

3. The foregoing resolution is in accordance with the records of the Corporation.


*[Signature page follows.]*

IN WITNESS WHEREOF, I have hereunto set my hand this MAR 25 2025 in  
Makati City, Metro Manila, Philippines.

  
**KRISTINA JOYCE C. GANGAN**  
Assistant Corporate Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, this MAR 25 2025 at Makati City,  
affiant exhibited to me her Passport No. P5562137A issued on 9 January 2018 by DFA, Manila.

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Book No. V ;  
Series of 2025.

  
**ANN JULIENNE A. KRISTOZA**  
Appointment No. M-460  
Notary Public for Makati City  
Until December 31, 2025  
Liberty Center, Quezon Law  
104 H.V. Dela Cruz Street, Makati City  
Roll of Attorney's No. 84558  
PTR No. 10468813-Makati City 01-03-2025  
IBP No. 510908 of the 12-17-2024  
Admitted to the bar in 2023  
MCLE No VIII-0068239 April 19, 2024