

CONTRACT OF LEASE

THE PUBLIC IS INFORMED:

This Contract of Lease is made and entered into by and between:

NGAC PHASE 1 JOINT VENTURE, an unincorporated joint venture between the BCDA and MTD Clark, Inc. established pursuant to the Joint Venture Agreement dated 22 February 2018 between the BCDA and MTD (“JVA”), and which is in the process of being incorporated, represented herein by its President **ENGR. PATRICK NICHOLAS P. DAVID**, who is duly authorized for this purpose under Executive Committee Resolution No. _____, Series of 2021, a copy of which is attached hereto as **Annex “A”** and made an integral part hereof, hereinafter referred to as the **“NGAC JV”**;

- and -

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers created under and by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented herein by its President and Chief Executive Officer, **MR. VIVENCIO B. DIZON**, duly authorized for this purpose under BCDA Board Resolution No. _____, as evidenced by the Secretary’s Certificate dated [insert date], a copy of which is hereto attached as **Annex “B”**, hereinafter referred to as the **“BCDA”**.

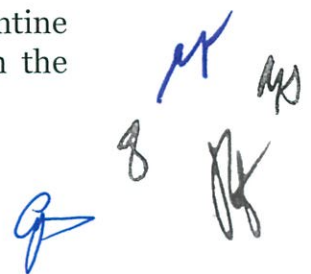
The NGAC JV and BCDA shall be collectively referred to as the *“Parties”* and each a *“Party”*.

ANTECEDENTS:

On 16 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 929, Series of 2020 declaring a State of Calamity throughout the Philippines due to the COVID-19 pandemic and enjoining all government agencies to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response measures to curtail and eliminate the threat of COVID-19.

The Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) issued Resolution No. 16, dated 30 March 2020 directing all local government units and government-owned and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities.

The NGAC Facilities at the New Clark City (NCC), Capas, Tarlac were among those identified by BCDA that may be temporarily converted into isolation or quarantine and medical treatment facilities to accommodate COVID-19 patients from the provinces of Pampanga and Tarlac, and the nearby provinces.



The NGAC Facilities, which have been leased by BCDA with the NGAC Phase 1 JV, were very instrumental in managing the national COVID-19 cases from the time that they were operational in May 2020 until 31 July 2021 as they have accommodated not only the affected people in Central Luzon and NCR but as well as the returning overseas Filipino workers.

The NGAC JV, the owner of the NGAC Facilities, agrees to lease out anew to BCDA the leased premises as described herein within the stipulated period, which shall be utilized as temporary isolation or quarantine and medical treatment facilities to address the sudden rise in COVID-19 cases in the country brought about by the different COVID-19 variants and BCDA is willing to lease the said leased premises from the NGAC JV.

BCDA shall procure the lease of the property through negotiated procurement pursuant to Section 53.2 and Item V(D)(2) of Annex H of the Revised Implementing Rules and Regulations (IRR) of RA 9184 in relation to Government Procurement Policy Board (GPPB) Resolution No. 03-2020, dated 09 March 2020 re: Approving the Adoption of Efficient, Effective and Expedient Procurement Procedures During a State of Public Health Emergency.

ACCORDINLGY, for and in consideration of the foregoing premises and of the mutual covenants and stipulations set forth herein, the Parties have agreed as follows:

ARTICLE I GENERAL AGREEMENTS

Section 1. LEASED PREMISES

The facilities to be leased by BCDA at the National Government Administrative Center, New Clark City, Capas, Tarlac include the Government Building – South Tower with a total area of 6,524.71 square meters and the Seventy (70) One-Bedroom Units of the Government Residences.

The location map of the NGAC Facilities is attached as **Annex “C”**.

Section 2. USE

The leased premises shall be used exclusively by BCDA as temporary isolation or quarantine and medical treatment facilities to accommodate the COVID-19 patients from the provinces of Pampanga and Tarlac, and the nearby provinces.

Section 3. TERM

The term of the lease shall be for four (4) months, commencing on 01 September 2021 and expiring on 31 December 2021, which may be extended by the Parties, provided that a written notice of extension is given to the NGAC JV at least thirty (30) days prior to the expiration of the Contract.

Section 4. LEASE RENTAL

The monthly rental rate for the use of the leased premises shall be in the following amount:

- Government Building: Six Hundred Pesos and 00/100 per square meter per month, inclusive of all applicable taxes, in the total amount of **Three Million Nine Hundred Fourteen Thousand Eight Hundred Twenty-Six Pesos and 00/100 (PhP 3,914,826.00) per month**, inclusive of all applicable taxes and fees.

The amount of lease for the Government Building shall be donated by the NGAC JV to BCDA, subject to the issuance of the corresponding Certificate/s of Donation.

- Government Residences: Five Thousand Pesos and 00/100 per person per month per bedroom, inclusive of all applicable taxes, in the total amount of **Three Hundred Fifty Thousand Pesos and 00/100 (PhP 350,000.00) per month**, inclusive of all applicable taxes and fees. However, in case of the 2-bedroom, 3-bedroom, and 3-bedroom Executive, the number of persons shall determine the cost per unit.

Section 5. COMMON USAGE SERVICE AREA FEE

In addition to the monthly rental rate, BCDA shall pay the NGAC JV a fixed monthly Common Usage Service Area (CUSA) Fee at the rate of **Pesos: Two Million Two Hundred Eight Three Thousand Six Hundred Forty Eight and 50/100 (PhP2,283,648.50)**, inclusive of all applicable taxes, to cover the expenses for the maintenance of common areas, solid waste collection and disposal requirements of the leased premises. The CUSA does not however include the fees and charges for utilities, such as water, power and other utilities, which shall be for the exclusive account of BCDA.

BCDA shall pay the CUSA to the NGAC JV without need of prior notice or demand.

Section 6. UTILITIES

All fees for utilities such as electricity, water and other utilities, which shall be determined based on actual consumption, shall be for the exclusive account of BCDA.

Section 7. ALTERATIONS/IMPROVEMENTS

All alterations, additions or improvements introduced by BCDA shall become its property and shall be surrendered by the NGAC JV to BCDA upon the termination or expiration of the lease.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

Section 1. The NGAC JV shall have the following responsibilities:

- (a) Upon the signing of the Contract of Lease, deliver to BCDA the leased premises for use as temporary isolation or quarantine and medical treatment facilities; and
- (b) Throughout the duration of the lease, keep and maintain the leased premises in clean and sanitary conditions.

Section 2. BCDA shall have the following responsibilities:

- (a) Use the NGAC facilities in accordance with the agreed purpose;
- (b) Vacate the leased premises and restore possession to the NGAC JV in the same condition as it was at the time of turnover of possession;
- (c) Provide food and drinking water
- (d) Be responsible for the procurement of laundry services for the temporary isolation or quarantine and medical treatment facilities;
- (e) Ensure that the temporary quarantine facilities are disinfected at all times;
- (f) Be responsible for the security of the premises; and
- (g) Ensure any necessary replacement, repair and/or restoration to the NGAC Facilities due to the use of the equipment or facilities.

**ARTICLE III
RETURN OF THE LEASED PREMISES
AFTER USE**

Upon the expiration or termination of the Contract of Lease, BCDA shall promptly deliver the leased premises to the NGAC JV in good and tenantable condition, reasonable wear and tear excepted, devoid of all occupants, equipment, articles and effects of any kind

**ARTICLE IV
DOCUMENTS FORMING PART OF THE AGREEMENT**

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

- (a) Technical Specifications;
- (b) General and Special Conditions of Contract
- (c) Winning bidder's bid, including the Eligibility requirements, and all other documents and/or statements submitted;
- (d) Notice of Award of Contract and Bidder's conforme thereto;
- (e) Performance Securing Declaration;
- (f) Omnibus Sworn Statement; and
- (g) Other contract documents that may be required by existing laws and/or by BCDA. 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.

**ARTICLE V
PRE-TERMINATION**

This Contract may be pre-terminated upon written request by BCDA, subject to mutual written agreement signed by all the parties.

**ARTICLE VI
EVENTS OF DEFAULT**

Section 1. The occurrence of any of the following events shall constitute an Event of Default by BCDA:

- (a) Failure to comply with all its financial obligations under this Contract;
- (b) Failure to comply with any of its covenants, warranties, and undertakings under this Contract; and
- (c) It devotes the whole or portion of the leased premises to any use or purpose different from that which it has been leased without the NGAC JV's prior written consent or approval.

Section 2. The occurrence of any of the following events shall constitute an Event of Default by the NGAC JV:

- (a) Failure to comply with any of its covenants, warranties, and undertakings under this Contract; and
- (b) Failure to comply with any of its obligations under the Contract.

**ARTICLE VII
CONSEQUENCES OF DEFAULT**

Section 1. Upon the occurrence of any Event of Default, the lease may be terminated in the manner provided herein.

Section 2. Procedure for Termination due to an Event of Default

If the Event of Default by either Party occurs:

- a. The non-defaulting Party shall provide a written notice of default specifying in reasonable detail the event of default to the Party in default within thirty (30) calendar days from occurrence of the event of default.
- b. The defaulting Party shall have thirty (30) calendar days from receipt of the written notice within which to cure such event of default (the "Curing Period").
- c. If the event of default is not cured within the thirty (30)-day curing period, the non-defaulting Party may terminate the Contract without need of judicial action by delivering a Notice of Termination, which shall not be less than thirty (30) calendar days from the date the defaulting Party received the Notice of the Event of Default.

**ARTICLE VIII
FORCE MAJEURE**

Either Party shall not be liable for termination by reason of default if and to the extent that the Party's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes 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 Party could not have foreseen, or which though foreseen, was inevitable. It shall not include causes the effects of which could have been avoided with the exercise of reasonable diligence by the Party. Such events may include, but not limited to, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and other analogous causes.

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

**ARTICLE IX
SUBLEASE/ASSIGNMENT**

Except with the prior written consent or approval of the NGAC JV, BCDA shall not directly or indirectly sublease, assign, transfer or in any way encumber its right over the leased premises, in whole or in part.

**ARTICLE X
NOTICES**

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 been 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, telegram or facsimile to such party at the following addresses:

For the NGAC JV:

PATRICK NICHOLAS P. DAVID

President
National Government Administrative Center Phase 1
New Clark City, Tarlac
For BCDA:

VIVENCIO B. DIZON

President and Chief Executive Officer
BCDA Corporate Center, 2/F Bonifacio
Technology Center, 31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City, Metro Manila

which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

Any change in the address of any of the Parties must be made in writing by giving the other Party a written notice of such change.

**ARTICLE XI
SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the Parties 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 Party 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 Article shall be settled by arbitration.

In the case of dispute between the Parties, the dispute shall be resolved in accordance with RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

Section 1. Severability and Construction

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if, for any reason, any paragraph, part, term and/or provision herein is determined to be invalid or contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Contract; provided, however, that if the Parties determine that said finding of illegality adversely affect the basic consideration of this Contract, the Parties, may, at their option, reform or terminate the Contract.

Section 2. Amendments

Any amendments, modification or supplement to the terms and conditions of this Contract shall be effective only if made in writing and mutually agreed upon by the parties.

Section 3. Entire Agreement

The Contract and its annexes/attachments contains the entire agreement between the Parties with respect to the leased premises and supersedes and renders void any and all agreements and undertakings, oral and/or written, previously entered between the parties covering the leased premises. This Contract may not hereafter be modified or altered except by instrument in writing duly signed by the parties hereto.

Section 4. Binding Effect

This Contract shall be binding upon, and inure to the benefit of the Parties and their lawful successors and assigns.

Section 5. Authority

The Parties represent and warrant that it has full power and authority to enter into and perform its obligations under this Contract. All necessary actions, consents and approvals for the signing of this Contract have been taken and/or obtained. This Contract constitutes the legal, valid and binding obligations of each of the Parties which are enforceable in accordance with its terms.

Section 6. Counterparts

This Contract may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Section 7. Non-waiver of Rights

The failure of one party to insist upon the strict performance of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that the said party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by one party of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the party concerned.

Section 9. Headings

The descriptive headings contained in this Contract are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Contract.

All captions herein are intended solely for the convenience of the Parties, and none shall be deemed to affect the meaning or construction of nay provision hereof.

Section 10. Governing Law

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

Section 11. This Contract is subject to the review of the Office of the Government Corporate Counsel (OGCC), whose comments, suggestions, and recommendations shall be incorporated in this Contract.

OCT 07 2021

SIGNED BY THE PARTIES on _____ in
_____ MAKATI CITY _____.

NGAC PHASE 1 JOINT VENTURE

BASES CONVERSION AND DEVELOPMENT AUTHORITY

By:

By:


PATRICK NICHOLAS P. DAVID
President


VIVENCIO B. DIZON
President and Chief Executive Officer



FB2021-0817

Signed in the Presence of:

ACKNOWLEDGMENT


Republic of the Philippines)
MAKATI CITY) S.S.BEFORE ME, a Notary Public for an in MAKATI CITY, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
PATRICK NICHOLAS P. DAVID	PASSPORT P69020978	02 JUNE 2021 DFA MANILA
VIVENCIO B. DIZON	Passport PA 23 2508A	31 AUG 2017 DFA MANILA

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

SIGNED AND SEALED on OCT 07 2021 in MAKATI CITY.

Doc No. 150 ;
Page No. 31 ;
Book No. 174 ;
Series of 2021.


ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-382-1-21-010-31, 2021
ROLI NO. 68402/1-010 COMPLIANCE NO. M-0021996/3-29-2019
IBP O.R. No. 2373334-1-010-010-010-010, 2017
PTR No. 8533003-JAN 01, 2001-MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR., JUPITER ST. MAKATI CITY

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance				
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">QUARANTINE FACILITY</td> <td style="padding: 5px;"> <ul style="list-style-type: none"> Location duly approved by the IATF-EID to house Confirmed COVID-19 patients (with mild symptoms) In a location away from the general public </td> </tr> <tr> <td style="padding: 5px;">RESIDENCES</td> <td style="padding: 5px;"> <ul style="list-style-type: none"> Temporary housing units for medical personnel to stay after their work shift at the Quarantine Facility </td> </tr> </table>	QUARANTINE FACILITY	<ul style="list-style-type: none"> Location duly approved by the IATF-EID to house Confirmed COVID-19 patients (with mild symptoms) In a location away from the general public 	RESIDENCES	<ul style="list-style-type: none"> Temporary housing units for medical personnel to stay after their work shift at the Quarantine Facility 	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
QUARANTINE FACILITY	<ul style="list-style-type: none"> Location duly approved by the IATF-EID to house Confirmed COVID-19 patients (with mild symptoms) In a location away from the general public 					
RESIDENCES	<ul style="list-style-type: none"> Temporary housing units for medical personnel to stay after their work shift at the Quarantine Facility 					

**LEASE OF FACILITIES FOR THE
TEMPORARY QUARANTINE FACILITIES AT THE
NATIONAL GOVERNMENT ADMINISTRATIVE CENTER, NEW CLARK CITY**

A. RATIONALE

On 08 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 922 (s.2020) declaring a State of Public Health Emergency throughout the Philippines, and instructed all government agencies and LGUs to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID-19 threat.

On 29 July 2021, due to another sequence of rising cases of COVID-19 including the local detection of several variants of COVID-19 (Alpha, Beta, Gamma, and Delta), the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) issued Resolution No. 130, 130-A, and 130-B ordering heightened restrictions throughout the country.

The IATF-EID, in its previous Resolution No. 16 (s.2020), directed all local government units and government-owned-and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities. The NGAC Facilities were among those identified by BCDA that may be temporarily converted into a Temporary Treatment and Monitoring Facility (TTMF) for confirmed COVID-19 patients (with mild symptoms) from Clark and nearby provinces. The NGAC Facilities were very instrumental in managing the national COVID-19 cases during its 15-month period that it was operational, serving around 7,000 confirmed COVID-19 patients with mild symptoms, including returning overseas Filipinos.

As a TTMF, BCDA identified the need for top catering services to serve individually packed meals on a scheduled time for the patients, healthcare workers and other assigned support personnel at the NGAC Facilities.

B. GENERAL SPECIFICATIONS

QUARANTINE FACILITY	<ul style="list-style-type: none"> • Location duly approved by the IATF-EID to house Confirmed COVID-19 patients (with mild symptoms) • In a location away from the general public
RESIDENCES	<ul style="list-style-type: none"> • Temporary housing units for medical personnel to stay after their work shift at the Quarantine Facility

The FACILITY must be flexible to the requirements of BCDA and technical and housekeeping services must be readily available on call 24/7.

C. MANNER OF PAYMENT AND COST

1. The SUPPLIER shall bill BCDA once a month, preferably at the 30th day of each month, and will be paid upon submission of an accomplishment report, other

supporting documents and statement of billing indicating the actual water container deliveries for the period covered.

- Quantity and approved budget for the Contract shall be based on the following:

PARTICULARS	COST PER SQ.M. / MONTH	APPROVED BUDGET	
		UNIT COST	TOTAL COST
Contract of Lease (Quarantine Facility) – 6,524.71 sq.m.			
Lease Payment	350.00	2,283,648.50	9,134,594.00
Contract of Lease (Residences for Medical Personnel) – 70 rooms			
Lease Payment	5,000.00	350,000.00	1,400,000.00
TOTAL			10,534,594.00

D. EFFECTIVITY AND DURATION OF THE CONTRACT

- The Contract term shall be for a duration of 122 days or from 01 September – 31 December 2021. The Contract shall take effect upon the issuance of the Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed Contract.
- If the Contract is not renewed prior to its expiration (31 December 2021), the SUPPLIER reserved the right to either stop temporarily the service without prior notice to BCDA.
- BCDA has the power to terminate the Contract at any given time, as it may deem necessary on the basis of performance on account at reports received from patients, healthcare workers and support personnel.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity

requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at the NGAC Quarantine Facilities – New Clark City, Tarlac. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the assigned Medical Personnel at the</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be once a month, preferably at the 30th day of each month, and will be paid upon submission of an accomplishment report, other supporting documents and statement of billing indicating the actual number of laundry items deliveries for the period covered.</p>
4	<p>Not applicable</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Lease of Facilities – Quarantine Facilities	6,524.71 sqm.		122 days 01 September – 31 December 2021
2	Lease of Facilities – Residences for Health care workers	70 rooms		122 days 01 September – 31 December 2021

NGAC PHASE 1 JOINT VENTURE

New Clark City, Capas Tarlac

NGAC/JV/bcda/21-051

27 August 2021

BASES CONVERSION AND DEVELOPMENT AUTHORITY

2/F Bonifacio Technology Center
31st Street corner 2nd Avenue
Bonifacio Global City
Taguig, 1634 Metro Manila

ATTN: **VIVENCIO B. DIZON**
President and CEO

RE: **Revised Lease Offer for the NGAC Facilities – South Tower of the
Integrated Operations Center Building and The Residences**

Dear President Dizon:

We received your letter dated 25 August 2021 requesting for the rent-free use of the NGAC Government Building – South Tower.

In order to support the on-going efforts of the Government to address the Covid-19 surge, we are donating to the BCDA the use of the Ground, 2nd and 3rd floors of the NGAC Government Building – South Tower.

Below is the revised lease offer for the NGAC Facilities, the South Tower of the Government Building and The Residences as follows:

I. GOVERNMENT BUILDING

Subject of Lease	The subject of lease is the South Tower of the Government Building inside the NGAC, New Clark City.	
	South Tower	
	Ground Floor	2,095.42 Sq. mtrs
	Second Floor	2,213.83 Sq. mtrs
	Third Floor	2,215.46 Sq. mtrs
	TOTAL	6,524.71 Sq. mtrs
State of the Facilities	With finished floor, ceiling and walls; No partition; With aircon and lighting; Fully finished common areas	
Lease Period	Four (4) months (September 1 to December 31, 2021)	

Extension or Pre-termination	Upon written request by the BCDA, subject to mutual agreement of both parties
Monthly Lease Rate	Six Hundred Pesos (PhP 600.00) per square meter
Monthly Lease Amount	Three Million Nine Hundred Fourteen Thousand Eight Hundred Twenty Six Pesos (PhP 3,914,826.00) NOTE: This amount shall be donated to the BCDA, subject to the issuance of the corresponding Certificates of Donation.
Monthly Common Use Service Area (CUSA) Rate	Three Hundred Fifty Pesos (PhP 350.00) per square meter
Monthly CUSA Amount	Two Million Two Hundred Eighty-Three Thousand Six Hundred Forty Eight and 50/100 Pesos (PhP 2,283,648.50) , inclusive of all applicable taxes
Utilities	To be determined based on actual consumption
Exclusion	The Lessee will provide or be responsible for the following: <ul style="list-style-type: none"> • Food • Drinking water • Laundry • Disinfection • Security
Losses or damage	Any loss or damage to the Facilities during the Lease Period shall be paid by the Lessee.

II. RESIDENCES

Subject of Lease	The subject of the lease is Building A (Acacia) of The Residences at the NGAC, New Clark City.
No. of persons	Seventy (70)
Monthly Lease Rate	Five Thousand Pesos PhP 5,000/person/bedroom Note: In case of the 2BR, 3BR, and 3BR Executive, the number of persons shall determine the cost per unit.
Monthly Lease Amount	Three Hundred Fifty Thousand Pesos (PhP 350,000.00) , inclusive of all applicable taxes

Exclusion	<p>The Lessee will provide or be responsible for the following:</p> <ul style="list-style-type: none"> • Food • Drinking water • Laundry • Disinfection • Security
Losses or damage	<p>Any loss or damage to the Facilities during the Lease Period shall be paid by the Lessee.</p>

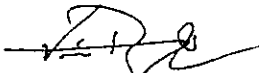
Please signify your *conforme* to the terms and conditions if you find them acceptable.

Sincerely,




PATRICK NICHOLAS P. DAVID
President

Conforme:



VIVENCIO B. DIZON
President and CEO
BCDA

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