

## Contract Agreement

### Repair and Improvement of the Athletes Village Operation and Maintenance of the 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, 31<sup>st</sup> 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 **17 October 2022**, a certified true copy of which is hereto attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

**A.M BROTHERS CONSTRUCTION, INC**, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at **Unit D 2/F A, Abacast Travel Building, Antero Soriano Highway, Bacao II, General Trias, Cavite City**, represented herein by its President, **Engr. MAY A. LUCERO**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated **18 September 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

In accordance with Section 8.1 of the 03 May 2018 Joint Venture Agreement (JVA) between BCDA and MTD Capital Berhad, the NCC Sports Facilities - which includes the Athletes' Village - shall be owned by BCDA upon fulfillment of the conditions therein. The Sports Facilities are now under the ownership of the BCDA.

BCDA is desirous that the Contractor execute the Repair and Improvement of the Athletes' Village - Operation and Maintenance of the NCC Sports Facilities (hereinafter called "the Works") and BCDA has accepted the Bid **Fourteen Million Four Hundred Eighty Two Thousand Three Hundred Ten Pesos and 61/100 Centavos** (Php14,482,310.61) 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 **18 August 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 **10 November 2023** in favor of the Contractor

ACCORDINGLY, BCDA and the Contractor agrees to execute the Contract for the Works in the amount of **Fourteen Million Four Hundred Eighty Two Thousand Three Hundred Ten Pesos and 61/100 Centavos** (Php14,482,310.61)

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, viz.:
  - 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 **Fourteen Million Four Hundred Eighty Two Thousand Three Hundred Ten Pesos and 61/100 Centavos (Php14,482,310.61)** or such other sums as may be ascertained, the Contractor agrees to execute the Repair and Improvement of the Athletes' Village - Operation and Maintenance of the NCC Sports Facilities.
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**

**A.M BROTHERS  
CONSTRUCTION, INC,**

By: \_\_\_\_\_

**ENGR. JOSHUA M. BINGCANG**  
President and CEO

**ENGR. MAY A. LUCERO**  
President



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	Passport No. P7485833B	27 August 2021/DFA Angeles
ENGR. MAY A. LUCERO	PRC Id No. 0107912	March 1, 2007

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 DEC 28 2023 in Taguig City, Philippines.

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Series of 2023:

**ATTY. MARICEL C. CORONACION-SANTOS**  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION EXTENDED UNTIL DECEMBER 31, 2023  
ROLL OF ATTORNEYS NO 63834  
IBP NO 273119 / 01-06-2023 / RIZAL  
PTR NO A-5700892 / 01-05-23 / TAGUIG CITY  
MCLE COMPLIANCE NO. VI, J005758 / 30 JULY 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 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.



## **Section V. Special Conditions of Contract**

## Special Conditions of Contract

GCC Clause	
2	The intended completion date is 150 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 that 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 Program of Works shall be updated and submitted every 30 days from the submission of the last report.  Payment for the current billing being requested shall be withheld until submission of an updated Program of Works.
13	The amount of the advance payment shall be 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 for 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 and two (2) 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.

# ANNEX "A"



## SECRETARY'S CERTIFICATE

Republic of the Philippines)  
Makati 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 that on the occasion of the 619<sup>th</sup> Regular BCDA Board Meeting held on 29 September 2022 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

### Resolution No. 2022-09-153

Resolve, as it is hereby resolved, that the request for authority to proceed with the bidding, including the approval of the Bidding Documents and Terms of Reference (TOR), for the Repair and Improvement of the Athletes Village with an Approved Budget for the Contract (ABC) in the amount of Fourteen Million Seven Hundred Thirty Six Thousand Three Hundred Seventeen & 65/100 (Php14,736,317.65), inclusive of all applicable taxes and fees, through the BCDA Bids and Awards Committee for Infrastructure (BAC-I) be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the revision of BG2022-0201 Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under the 2022 Annual Procurement Plan (APP) detailed as follows be, as it is hereby APPROVED.

ORIGINAL ANNUAL PROCUREMENT PLAN (APP)		REVISED ANNUAL PROCUREMENT PLAN	
BG2022-0201 O&M SPORTS FACILITIES	243,022,000.00	Operation and Maintenance of the NCC Sports Facilities	
		NCC-INTERIM O&M FIXED FEE	70,829,085.75
		NCC-INTERIM O&M UTILITIES	36,900,000.00
		NCC-INTERIM O&M INSURANCE PREMIUM	16,000,000.00
		NCC-INTERIM SECURITY SERVICES	19,814,832.00
		Repair and Repainting of Bicycle Lanes within the National Government Administrative Center (NGAC) New Clark City, Capas, Tarlac	4,283,253.40
		Provision of Road Signages, Wayfinders, Parking Markings, and Fabrication of Steel Barriers within the within the National Government Administrative Center (NGAC) New Clark City, Capas, Tarlac	5,443,304.80
		Supply, Delivery, and Installation of Furniture, Appliances, and Linens for the Improvement of the National Government Administrative Center (NGAC) Sports Hub New Clark City, Capas, Tarlac	17,565,206.40

	Provision of Additional CCTVs (Roads A1, A2, and River Park) plus Integration with the Existing CCTV System and Mobile Communication System New Clark City, Capas, Tarlac	16,150,000.00
	ICT Annual Maintenance Subscription with On-Site Engineers New Clark City, Capas, Tarlac	21,300,000.00
	Repair and Improvement of the Athletes' Village	14,736,377.65
	ICT Enhancement, Rehabilitation and Improvement within the NCC Sports Facilities	20,000,000.00
		<b>243,022,000.00</b>

Resolve finally, as it is hereby finally resolved, that the authority of the BCDA President and Chief Executive Officer (PCEO) or in his/her absence, the Officer-in-Charge of the Office of the PCEO (OIC-OPCEO) or the Executive Vice President and Chief Operating Officer (EVP/COO) or the OIC-OEVP/COO, to approve and sign the following documents for the subject stated procurement project be, as it is hereby APPROVED.

- Certificate of Budget Inclusion (CBI);
- Program of Works;
- Revision of the Annual Procurement Plan;
- Bidding Documents and Terms of Reference;
- Lowest Calculated Bid / Single Calculated Bid;
- Lowest Calculated Responsive Bid / Single Calculated Responsive Bid;
- Notice to Ineligible Bidders;
- Notice of Award;
- Contract;
- Notice to Proceed;
- Disqualification of a bidder, if any;
- Failure of bidding, if any;
- Time Extensions, if any; and
- All other documents related to the implementation of the Project

IN WITNESS WHEREOF, I have hereunto affixed my signature this 14<sup>th</sup> day of October 2022.

*[Signature]*  
**GISELA Z. KALALO**  
Corporate Secretary

**OCT 17 2022**

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ at \_\_\_\_\_  
Makati 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.

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*[Signature]*  
**ATTY. ROMEO M. MONFORT**  
Notary Public City of Makati  
Until December 31, 2023  
Appointment No. M-172 (2022-2023)  
PTR No. 8852509 Jan. 3, 2022 Makati City  
IBP No. 178089/2/14/2022 Pasig  
MCLE No. VI-0023417 Rolli No. 27932  
126 Amorsolo Street, Legaspi Village  
Makati City

Purpose: For reference of PPMD  
SC2022-167  
YB2022-0126

# ANNEX "B"

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**SECRETARY'S CERTIFICATE**  
**(AUTHORIZED REPRESENTATIVE FOR BIDDING PURPOSES)**

I, **ALDREN G. MENDOZA**, a duly elected and qualified Corporate Secretary of **A.M. BROTHERS CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the law of the, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same.

At the regular meeting of the Board of Directors of the said corporation duly convened and held on May 13, 2023 at which meeting a quorum was present and acting throughout, the following resolutions were approve, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED THAT, **A.M. BROTHERS CONSTRUCTION, INC.**, be, as it hereby is, authorized to participate in the bidding of Government and Private Entities; and in connection therewith hereby appoints *either of the following officers* to act as the duly authorized and designated representatives of **A.M. BROTHERS CONSTRUCTION, INC.**:

1. Engr May A. Lucero - President
2. Gwen T. Lucero - Business Support Manager
3. Engr. Virgil De Vera - Project Supervisor
4. Ar Hziel Ocray - Junior Office Architect
5. Engr. Ingrid Marti Rivas - Quantity Surveyor/Office Engineer

and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent **A.M. BROTHERS CONSTRUCTION, INC.** in the bidding as fully and effectively as the **A.M. BROTHERS CONSTRUCTION, INC.** might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof:

WITNESS the signature of the undersigned as such officer of the said corporation this 18<sup>th</sup> day of September, 2023 at General Trias, Cavite.

Corporate Secretary

SUBSCRIBED AND SWORN to before me this 18 SEP 2023 day of September, 2023. Affiant exhibited to me his/her Identification No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

**ATTY. PAULINE BRISSEE GAYLE D. ALCARAZ**

Notary Public for Kawit, Cavite

No. 9058 - Long Dalig, Kawit, Cavite

Commission Expires on 09-22 Until 31 December 2024

Attorney's No. 64956

ID No. 253835 / 12.27.2022 / 0-0-0

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