

**CONTRACT FOR DESIGN and BUILD of PEZA
AUDITORIUM, COMMAND CENTER and HALL of
FLAGS Including INSTALLATION of EQUIPMENT,
FURNITURE and other FURNISHINGS
at the NEW PEZA OFFICE**

This Contract made and entered into by and between -

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act 7916, as amended, with office address at 10th Floor Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **BGen CHARITO B. PLAZA MNSA, PhD**, who is duly authorized, hereinafter referred to as "**PROCURING ENTITY**",

-and-

NEW MASINLOC HENRY'S CONSTRUCTION & SUPPLY CORP., a corporation duly organized and existing under Philippine laws, with office address at 11 National Road, Inhobol, Masinloc, Zambales, represented herein by **MR. HENRY V. HAO**, who is the owner, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, the PEZA Bids and Awards Committee (BAC) posted an invitation to all prospective bidders to apply for eligibility and bid for the contract for *Proposed Design and Build of PEZA Auditorium, Command Center and Hall of Flags including Installation of Equipment, Furniture and other Furnishings at the New PEZA Office in the Double Dragon Center West Bldg.* (PEZA-HO-2020-03);

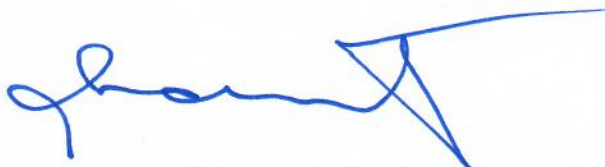
WHEREAS, a public bidding was conducted and the CONTRACTOR submitted the bid most advantageous to the PEZA in the amount of Fifty Seven Million Two Hundred Eighty Eight Thousand Eight Hundred Eighty Eight Pesos and 88/100 (P57,288,888.88);

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the parties hereto have agreed as follows:

1. The **Bidding Documents**¹ shall be deemed to form and be read and construed as part of this Contract, including but not limited to the following:

- (a) General and Special Conditions of the Contract;
- (b) Drawings/Plans;
- (c) Specifications (Terms of Reference);
- (d) Invitation to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;

¹ Procurement of Infrastructure Projects: *Design and Build of PEZA Auditorium, Command Center and Hall of Flags including Installation of Equipment, Furniture and other Furnishings at the New PEZA Office in the Double Dragon Center West* (PEZA-HO-2020-03)



- (g) Addenda and/or Supplemental Bid Bulletin Nos. 2020-03 and 04;
 - (h) Bid Form;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
2. The contract duration shall be thirty (30) calendar days.

3. The contract price is of Fifty Seven Million Two Hundred Eighty Eight Thousand Eight Hundred Eighty Eight Pesos and 88/100 (₱57,288,888.88) to be paid in four tranches, subject to the provisions of the Bidding Documents, and follows the schedule below:

| Tranche | Deliverables | Percent |
|----------------|--|---------|
| First Tranche | Upon signing of this Contract and delivery of a Performance Security Bond, and other conditions provided under the Bidding documents | 15% |
| Second Tranche | Submission of proof of completion of at least 20% of the contracted works, as certified by PROCURING ENTITY's representative | 25% |
| Third Tranche | Submission of proof of completion of at least 65% of the contracted works, as certified by PROCURING ENTITY's representative | 25% |
| Fourth Tranche | Upon delivery and acceptance of the completed work by the PROCURING ENTITY's representative | 35% |

4. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby bounds himself to complete the project in time and remedy any defects therein in conformity with the provisions of this Contract in all respects.

5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of this Contract.

6. The Contract shall not take effect until the Contractor has delivered to the Procuring Entity a Performance Security that is fully acceptable to the Procuring Entity in the form and amount required by law.

7. In case the Contractor lags behind schedule in his work and incurs fifteen percent (15%) or more negative slippage, based on the approved PERT/CPM, the Procuring Entity may, at its discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

8. The Contractor shall comply with, and strictly observe labor laws and standards.

9. The Contractor warrants that no person affiliated, employed or connected to it has given or promised to give any money or gift to any employee of the Procuring Entity to secure the Contract. The Contractor hereby agrees that breach of this warranty shall be sufficient ground for the Procuring Entity, at its discretion either to terminate or cancel this Contract or to deduct from the contract price such amounts as it may deem appropriate and justifiable, without prejudice to the Contractor or any

other person's civil or criminal liability under the Anti-Graft and Corruption Practices Act and other applicable laws.

10. All relevant laws, including but not limited to Republic Act 9184, as amended, its Implementing Rules and Regulations, other existing rules, decrees, executive and administrative orders, circulars issued by proper authorities affecting fit-out projects, shall be made and formed as integral part of this Contract.

11. After the completion and final acceptance of the project, the Contractor shall be held responsible for defects and/or failure of the completed project within the warranty period of two (2) years from final acceptance, except those occasioned by force majeure and if it was intentionally caused by other parties.

12. If any dispute or difference of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with or arising out of the contract, or carrying out of works related to this contract, it shall first be referred to and settled at the Office of the Secretary of the Department of Trade and Industry. If any of the parties find the decision of the Secretary as unsatisfactory, reference of the dispute shall be submitted to the Construction Industry Arbitration Commission.

13. No amendment/s to this Contract shall be effective unless made in writing and signed by both parties.

14. This Contract becomes binding and valid upon approval of the proper authorities.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**PHILIPPINE ECONOMIC
ZONE AUTHORITY**

(PROCURING ENTITY)

**NEW MASINLOC HENRY'S
CONSTRUCTION & SUPPLY
CORP.**

(CONTRACTOR)

By:


BGen CHARITO B. PLAZA MNSA PhD
Director General

By:


HENRY V. HAO
Owner

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

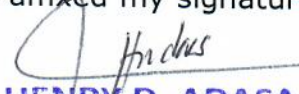
Republic of the Philippines)
City of Taguig) S.S.

BEFORE ME, this 28 SEP 2020, personally appeared **CHARITO B. PLAZA**, with Philippine Passport No. P3253942A, issued on 01 June 2017, in DFA Manila, Philippines, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract of Design and Build of PEZA Auditorium, Command Center and Hall of Flags including Installation of Equipment, furniture and other Furnishings at the New PEZA Office consisting of four (4) pages, including this page, signed by the party and her witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 985
Page No. 04
Book No. 03
Series of 2020.


ATTY. HENRY D. ADASA
NOTARY PUBLIC, UNTIL DEC. 31, 2020
NOTARIAL COMMISSION 2020-162 MLA
IBP NO. 100920 - 01/03/2020, PASIG
PTR NO. 9124087 - 01/03/2020 MLA
ROLL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165

ACKNOWLEDGMENT

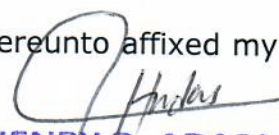
Republic of the Philippines)
City of) S.S.

BEFORE ME, this 28 SEP 2020, personally appeared **HENRY V. HAO**, with Passport No. P3546017A, issued on July 03, 2017 in Manila, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract of Design and Build of PEZA Auditorium, Command Center and Hall of Flags including Installation of Equipment, furniture and other Furnishings at the New PEZA Office consisting of four (4) pages, including this page, signed by the party and her witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 986
Page No. 04
Book No. 03
Series of 2020.


ATTY. HENRY D. ADASA
NOTARY PUBLIC, UNTIL DEC. 31, 2020
NOTARIAL COMMISSION 2020-162 MLA
IBP NO. 100920 - 01/03/2020, PASIG
PTR NO. 9124087 - 01/03/2020 MLA
ROLL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165

