

**CONTIGUOUS/ADJACENT CONTRACT FOR
INSTALLATION OF LED SCREENS, ADDITIONAL
FURNITURE and 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) procured through public bidding the "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 Double Dragon West Building" project (PEZA-HO-2020-03) in the amount of Php57,505,020.25;

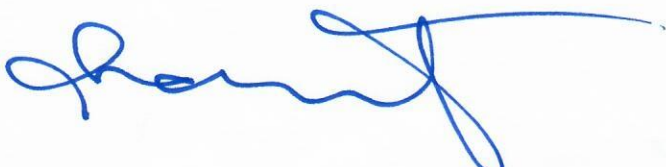
WHEREAS, under Section 53.4 of RA 9184 (adjacent or contiguous), a negotiated procurement was conducted by the BAC for the supply/installation of LED Screens, additional Furniture and Furnishings as an adjacent/contiguous project to PEZA-HO-2020-03 in the amount of **Nine Million Three Hundred Eighty-Five Thousand Two Hundred Seventy-Nine Pesos and 02/100 Cents (₱9,385,279.02)**;

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);
- (j) Performance Security;

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)



Henry V. Hao

(k) Notice of Award of Contract and the Bidder's conforme thereto;

2. The contract duration shall be fifteen (15) calendar days from the receipt of the Notice to Proceed.

3. The contract price is **Nine Million Three Hundred Eighty-Five Thousand Two Hundred Seventy-Nine Pesos and 02/100 (₱9,385,279.02) inclusive of VAT** to be paid only upon completion of the project to be paid only upon completion of the project.

4. In consideration of the payment to be made by the Procuring Entity to the Contractor, the Contractor hereby bounds itself 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



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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 Nov 12 2020 at _____.


**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 **PASAY CITY**) S.S.

BEFORE ME, this **NOV 12 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 Contiguous/Adjacent Contract for Installation of LED Screens, Additional Furniture and 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. 91
Page No. 19
Book No. 2
Series of 2020.

ATTY. JOVINO R. ANGEL
Notary Public for and in Pasay City
Until December 31, 2020
Commission No. 19-37
PTR No. 702688 1/7/20 PASAY
IBP No. 105427 1/7/20 PASIG
MCLE Compliance No. V-0024151 10.25 18
Roll of Attorneys No. 28761

ACKNOWLEDGMENT

Republic of the Philippines)
City of **PASAY CITY**) S.S. **NOV 12 2020**

BEFORE ME, this _____, personally appeared **HENRY V. HAO**, with Passport No. _____, issued on _____ in _____, 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 Contiguous/Adjacent Contract for Installation of LED Screens, Additional Furniture and 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.

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