

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE
NORTHERN LUZON
Gov. Joaquin Ortega Ave., Poro, San Fernando City
La Union

CONTRACT AGREEMENT

**REPAIR OF GENSET HOUSE AT PMO TRAINING CENTER
COMPOUND, PORO, SAN FERNANDO CITY
LA UNION**

BJED PURA BUILDERS, INC.


EDUARDO REGALA
Witness


ROMAN L. UMALI, JR.
President

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this _____ day of September 2019 between Philippine Ports Authority – PORT MANAGEMENT OFFICE – NORTHERN LUZON hereinafter called the “PPA” and **BJED PURA BUILDERS, INC.** hereinafter called the “Contractor”.

WHEREAS, the PPA is desirous that the Contractor execute the **REPAIR OF GENSET HOUSE AT PMO TRAINING CENTER COMPOUND, PORO, SAN FERNANDO CITY, LA UNION**, hereinafter called “the Works” and the PPA has accepted the Bid for **SEVEN HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY PESOS (Php 758,950.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Drawings / Plans
 - (b) Bid Proposal (Quotation)
 - (c) Notice of Award of Contract and the Bidder's conforme thereto
 - (d) Performance Security
 - (e) Other contract documents that may be required by existing laws and/or the Entity.
 1. Valid and Current Mayor's /Business Permit
 2. Valid DTI Business Name Registration or SEC Registration
 3. PhilGEPS Registration Certificate
 4. Income and Business Tax Returns
 5. PCAB License
 6. Notarized Omnibus Sworn Statement
3. In consideration of the payments to be made by the PPA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PPA to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The PPA hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, 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.

Philippine Ports Authority, PMO – Northern Luzon


FERNANDO Z. NIPAL
BAC Chairperson


MARIETA G. ODICTA
Port Manager

5. The Contractor shall complete the works in accordance with the Drawings and the Bid Documents within **SIXTY (60)** Calendar Days, with the following Scope of Works:

I T E M S	TOTAL AMOUNT
I. General Expenses	₱ 6,000.00
II. Retaining Wall	<u>752,950.00</u>
TOTAL AMOUNT	₱ 758,950.00 =====

6. Should the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Contractor shall pay PPA for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay in accordance with Annex "E" Section 8.1 of the Revised Implementing Rules and Regulations of R.A. 9184.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**PHILIPPINE PORTS AUTHORITY
PMO - NORTHERN LUZON**

By:


MARIETA G. ODICTA
Port Manager

BJED PURA BUILDERS, INC.

By:


ROMAN L. UMALI, JR.
President

WITNESSES:


FERNANDO Z. NIPAL
BAC Chairman


EDUARDO REGALA
BJED PURA BUILDERS, INC.

