WITNESS:
ARCHIE P. LOPEZ

JAA CONSTRUCTION AND SUPPLY
By:
JELMA C. FERNANDEZ
Authorized Managing Officer

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

Philippine Ports Authority:
By:
ENGR. ASTERIO C. GALLARDO, JR
Acting Port Manager

REPUBLIC OF THE PHILIPPINES
PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE OF COTABATO
Rajah Tabunaway Boulevard, Port Area, Cotabato City

CONTRACT AGREEMENT

FOR THE REPAIR AND REPAINTING OF ADMIN. BUILDING AT PMO COTABATO, COTABATO CITY

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this ____ day of SEP 2 6 2017, 2017, in the City of Cotabato ah, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government corporation created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, and Port Mangement Office of Cotabato, Rajah Tabunaway Boulevard, Port Area, Cotabato City represented herein by its duly authorized Acting Port Manager , **ENGR. ASTERIO C. GALLARDO, JR.,** and hereinafter referred to as "**PPA**";

- and -

JAA Construction and Supply, a company duly organized and existing in accordance with Philippine laws with office and business address at **Tamontaka Grotto, Datu Odin Sinsuat, Maguindanao** represented in this act by **JELMA C. FERNANDEZ**, Authorized Managing Officer , and hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H :

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the **Repair and Repainting of Admin. Building at PMO Cotabato, Cotabato City.**

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WHEREAS, the CONTRACTOR and other prospective bidders submitted their respective bids for the foregoing project:

WHEREAS, after the opening of the bids in the bidding on **August 24, 2017** and the conduct of bid evaluation and required post-qualification, the bid submitted by the CONTRACTOR at its unit and lump sum prices set forth in its proposal was found to be the lowest calculated responsive bid in the amount of **Three Hundred Sixty One Thousand Three Hundred Six Pesos and Eighty Eight Centavos (₱361,306.88), Philippine Currency;**

WHEREAS, pursuant to **BAC Resolution No. 001 Series of 2017**, award of the contract was made to the CONTRACTOR in a Notice of Award dated **September 12, 2017** in the amount of **Three Hundred Sixty One Thousand Three Hundred Six Pesos and Eighty Eight Centavos (₱ 361,306.88) , Philippine Currency,** after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR.

WHEREAS, the CONTRACTOR duly accepted the award by signing its Conforme on the said Notice of Award;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

WITNESS:
BELTZASAR C. GELLA
Acting ESD Manager

ARTICLE I

CONTRACT DOCUMENTS

Philippine Ports Authority:
By:
ENGR. ASTERIO C. GALLARDO, JR
Acting Port Manager

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit:

a. Contract Agreement
b. Bidding Documents

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c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents/statements submitted

d. Performance Security

e. Credit Line in accordance with the provisions of the Revised IRR, if applicable

f. Notice of Award of Contract; and

g. Other contract documents that may be required by existing laws and the PPA such as the

(1) Construction schedule and S-Curve;

(2) Manpower schedule

(3) Construction methods;

(4) Equipment utilization schedule;

(5) Construction Safety and Health Program approved by the DOLE

(6) PERT/CPM

(7) Duly approved Program of Work and Cost Estimates

(8) Certificate of Availability of Funds

(9) Abstract of Bids

(10) Resolution of Award

WITNESS:
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Acting ESD Manager

1.03 All Contract documents are and shall remain as the property of the PPA.

1.04 The words and expressions in the Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

ARTICLE II

CONTRACTOR'S UNDERTAKING
SCOPE OF WORK

Philippine Ports Authority:
By:
ENGR. ASTERIO C. GALLARDO, JR
Acting Port Manager

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the **Repair and Repainting of Admin. Building at PMO Cotabato, Cotabato City ,** in conformity in all respects with the provisions of this contract, as follows:

Item No.	Description	Unit	Quantity	Unit Cost	Amount
I	**Scaffolding & Staging** Supply of Labor, and Equipment/Tools for the scaffolding and staging. Twenty Eight Thousand Four Hundred Eighty pesos per lot **Per lot**	Lot	1.00	28,408.00	**28,408.00**
II	**Cleaning of Existing Paint** Supply of Labor, Materials and Equipment/Tools for the Cleaning & Scraping any Cracked of Flaking Existing Paints (Wall/Partition & Ceiling. Four Hundred Eighty Four One Hundred Twenty Four Pesos and Fifty Four Cents **Per lot**	Lot	1.00	24,120.00	**24,120.00**
III	**Repair of Superstructure** Supply of Labor, Materials and Equipment/Tools for the Repainting of 2-Coats Interior & Exterior Conc. Wall & Partition. One Hundred Fifty Four Thousand Thirty Three Pesos . **per sq.m.**	Sq.m.	166.26	926.458	**154.033.00**
IV	**Repainting of Ceiling** Supply of Labor, Materials and Equipment/Tools for the Repainting of Ceiling (Ground Flr, 2nd flr. & 3rd. Flr,). Fifty Five Thousand Three Hundred Sixty four Pesos and Seventy Eight Cents **per sq.m.**	Sq.m.	621.61	89.07	**55,364.78**
V.	**Revarnishing of Interior Wall** Supply of Labor, Materials and Equipment/Tools for the Revarnishing 2-coats of Interior Wall/Partition & Doors. Thirty Thousand Eight Hundred Eighty Seven Pesos . **per sq.m.**	Sq.m.	316.54	97.58	**30,887.00**

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VI.	**Repainting of Interior Wooden Partition/Wall.** Supply of Labor, Materials and Equipment/Tools for the Repainting of Interior Wooden Partition/Wall & Doors. Thirty Thousand Five Hundred Eighty five Pesos and Fifty Cents **per sq.m.**	Sq.m.	90.50	337.96	**30,585.50**
VII.	**Repainting of Roofing and Gutter.** Supply of Labor, Materials and Equipment/Tools for the Repainting of Roofing and Gutter. Twenty Two Thousand Four Hundred Ninety Eight Pesos and Sixty Cents **per lot**	lot	1.00	22,498.60	**22,498.60**
VIII.	**Construction Safety & Health Program** Supply of Labor, Materials and Equipment for Construction Safety & Health Program Fifteen Thousand Four Hundred Ten Pesos . **Per lot**	lot	1.00	15,410.00	**15,410.00**
				Total Cost of Bid >>>>>>>>>>>>>>>>>	**P 361,306.88**
	Three Hundred Sixty One Thousand Three Hundred Six Pesos and Eighty Eight Centavos Only **Amount in words**				**P 361,306.88**

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Authorized Managing Officer

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Acting ESD Manager

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Acting Port Manager

2.02 The CONTRATOR agrees to commence, perform and complete the work called for and defined in this Contract at its sole cost and expense and to fully and faithfully furnish all materials, tools, labor, supplies, equipment, services and superintendence for the implementation of this contract in accordance with the schedule in the contract documents forming integral parts of this Contract.

2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machinery, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the contract, shall be in accordance with the Contract Documents.

The CONTRACTOR further guarantees that all the office facilities and equipment it will provide, if any, in connection with this Contract shall be brand new and in addition thereto, the computer system shall be International Standard Organization

compliant and in accordance with the specifications prescribed thereof in the Bid Documents.

2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry on the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

WITNESS:
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Authorized Managing Officer

ARTICLE III

CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract and Contract Documents, the PPA agrees to pay the CONTRACTOR the total amount not exceeding **Three Hundred Sixty One Thousand Three Hundred Six Pesos and Eighty Eight Centavos (₱361,306.88), Philippine Currency;** inclusive of the 12% Value Added Tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

It is agreed and understood that all bid prices specified in this contract shall be considered as fixed prices and therefore not subject to price adjustment and escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) or when a Treaty or International or Executive Agreement Expressly allows it. Any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

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