

CONTRACT AGREEMENT

Relocation of Powerhouse and Electrical Utilities at Fort Bonifacio, Taguig City

This **CONTRACT** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with the principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **AILEEN ANUNCIACION R. ZOSA**, duly authorized for this purpose as evidence by BCDA Manual of Approval, a copy of which is hereto attached as *Annex A*;

- and -

JONAS POWER DESIGN AND CONSTRUCTION (CONTRACTOR), a company duly organized and existing under the laws of the Republic of the Philippines, with office address at De Luna Site Masakulot II, Candelaria, Quezon, represented herein by its General Manager, **EMMANUEL N. JONAS**, and duly authorized representative for this purpose as evidenced by its DTI Certificate dated 30 June 2020, which is hereto attached as *Annex B*.

BCDA and **Contractor** shall hereinafter be referred to individually as **PARTY**, and collectively as **PARTIES**.

ANTECEDENTS

WHEREAS, BCDA has determined that negotiated procurement under emergency cases is the most suitable mode to address the urgent need for relocation of the powerhouse and electrical utilities (the Works), in compliance with the provisions of the Implementing Rules and Regulations (IRR) or Republic Act (RA) No. 9184. After thorough evaluation, validation, and verification, it was found that the Contractor is competent and qualified to construct the Works required by BCDA.

WHEREAS, BCDA is desirous that the Contractor execute the Relocation of the Powerhouse and Electrical Utilities at Fort Bonifacio, Taguig City and BCDA has accepted the proposal for **Pesos: Twenty-Nine Million Nine Hundred Nine Thousand and 00/100 (Php29,909,000.00)** 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) General and Special Conditions of the Contract;
- (b) Notice of Award of the Contract and their conforme thereto;
- (c) Scope of Works;
- (d) Drawings/Plans;
- (e) Bill of Quantities;
- (f) Performance Security; and
- (g) Other contract documents that may be required by existing laws and/or the BCDA in the PBDs. The Contractor 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. BCDA shall pay the Contractor the Total Contract Price of **PhP29,909,000.00**, inclusive of applicable taxes and fees via progress billing in consideration of the satisfactory completion of the Works.
4. In consideration of the payment of the abovementioned sum, the Contractor hereby covenants to execute and complete the Relocation of Powerhouse and Electrical Utilities at Fort Bonifacio, Taguig City, and remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. The BCDA hereby covenants to pay the Contractor in consideration of the execution and completion of actual site accomplishment via progress billing, 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.
6. Any amendment, modification or additional terms and conditions to this Contract shall be made in writing and executed with the same terms hereof.
7. The Contractor shall hold BCDA free and harmless from any claim involving the act of negligence of the Consultant, their stakeholders, officers, personnel, agents, or representatives in the performance of their duties under the Contract.
8. The Contractor is required to perpetually ensure the confidentiality of all information and documents received from BCDA. Such obligation shall extend to its stakeholders, officers, personnel, agents, and representatives.
9. Upon expiration or termination of the Contract, the Contractor shall turn over all documents, paraphernalia, or equipment which it may have received from BCDA in the course of its obligations under the Contract within 30 days from the date of the expiration or termination and without need of demand.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**JONAS POWER DESIGN AND
CONSTRUCTION**

By:

By:


AILEEN ANUNCIACION R. ZOSA
President and Chief Executive Officer


EMMANUEL N. JONAS
General Manager

SIGNED IN THE PRESENCE OF:


GISELAN Z. KALALO
Officer-in-Charge
Office of the Executive Vice President

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

QUEZON CITY

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

QUEZON CITY

Name	Competent Evidence of Identity	Date/ Place of Issue
AILEEN ANUNCIACION R. ZOSA	▲	
EMMANUEL N. JONAS		

identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her own free and voluntary act and deed, as well as that of the entity represented.

This Contract for the Relocation of Powerhouse and Electrical Utilities at Fort Bonifacio, Taguig City, including its Annexes, consisting of three (3) pages is signed by the Parties, together with their instrumental witnesses, on all pages including this page whereon the acknowledgement is written.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

SIGNED AND SEALED on APR 04 2023 in Taguig City, Philippines.

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Page no. 76
Book no. 75
Series of 2023.

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

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