

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT AGREEMENT
FOR THE DREDGING OF PORTS OF BANAGO, SAN CARLOS AND DANAOS,
ESCALANTE, NEGROS OCCIDENTAL

This Agreement made and entered into this APR 27 day of 2022, in
Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its General Manager, **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 2445, Series of 2015, attached herein as **Annex A**.

- and -

BEMKAR CONSTRUCTION AND SUPPLY, duly organized and existing in accordance with Philippine laws, with principal office address at 4K Building, Central Plaza Complex, Lag-on, Daet, Camarines Norte, represented herein by its Proprietor, **EDSON M. GENILO**, duly authorized for this purpose as shown in Department of Trade and Industry (DTI) Certificate of Registration No. 05888380, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Dredging of Ports of Banago, San Carlos and Danaos, Escalante, Negros Occidental, with an approved Budget for the Contract (ABC) of Php **260,617,845.17** and the Entity has accepted the Bid for **TWO HUNDRED FIFTY TWO MILLION NINE HUNDRED EIGHTY FOUR THOUSAND NINETY SEVEN AND 76/100 PESOS (Php 252,984,097.76)** 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 meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any

Witness:
ROLLY A. RAFER
Liaison Officer

BY :
EDSON M. GENILO
Authorized Representative

Witness:
MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

BY :
JAY DANIEL R. SANTIAGO
General Manager

PHILIPPINE PORTS AUTHORITY

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder 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. In consideration of the sum of **TWO HUNDRED FIFTY TWO MILLION NINE HUNDRED EIGHTY FOUR THOUSAND NINETY SEVEN AND 76/100 PESOS (Php 252,984,097.76)** or such other sums as may be ascertained, **BEMKAR CONSTRUCTION AND SUPPLY** agrees to execute the Proposed Dredging of Ports of Banago, San Carlos and Danao, Escalante, Negros Occidental, in accordance with its Bid.

4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In execution of its Works, **BEMKAR CONSTRUCTION AND SUPPLY** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.

6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **BEMKAR CONSTRUCTION AND SUPPLY** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

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

BEMKAR CONSTRUCTION AND SUPPLY

BY :

EDSON M. GENILO

Authorized Representative

ROLLY A. RAFER

Liaison Officer

PHILIPPINE PORTS AUTHORITY

BY :

JAY DANIEL R. SANTAGO

General Manager

Witness

MARK JON B. PALOMAR

Chairperson, HO-BAC-EP

PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:

BEMKAR CONSTRUCTION AND SUPPLY
TIN No. 919-630-069-000
By:

JAY DANIEL R. SANTIAGO
General Manager

EDSON M. GENILO
Proprietor

MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

WITNESSES
ROLLY A. RAFER
Liaison Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this APR 21 2022 day of _____, 2022, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Edson M. Genilo	TIN No. 919-630-069-000		

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00372460	1-21-22	Manila
Proprietor	Bemkar Construction and Supply			

The foregoing instrument is a Contract for the Dredging of Ports of Banago, San Carlos and Danao, Escalante, Negros Occidental, consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No. 154;
Page No. 2;
Book No. _____;
Series of 2022

ATTY. ROCELIO T. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. PPA 201 (201) 2021
IBP O.R. No. 10214 MID 2021 & IBP O.R. No. 10215 MID 2022
PTR O.R. No. 24012500-11022 / Roll No. 8000 / TIN 120-071-000
MCLE No. VI-002000 valid from 12/10/10 valid until 04/1/22 Quezon City
Address: 31 F Harvard St. Cubao, Q.C.