

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 CAGAYAN DE ORO, OPOL AND BALINGOAN,
MISAMIS ORIENTAL, BENONI AND BALBAGON GUINSILIBAN, CAMIGUIN

This Agreement made and entered into this APR 29 2022 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 -

JFAP CONSTRUCTION, duly organized and existing in accordance with Philippine laws, with principal office address at Barangay Doña Feliza Mejia, Ormoc City, represented herein by its Proprietor, **JOSEPH FREDERICK A. PEPITO**, duly authorized for this purpose as shown in Department of Trade and Industry (DTI) Certificate of Registration No. 05499379, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Dredging of Ports of Cagayan de Oro, Opol and Balingoan, Misamis Oriental, Benoni and Balbagon, Guinsiliban, Camiguin, with an approved Budget for the Contract (ABC) of Php **92,722,490.39** and the Entity has accepted the Bid for **NINETY MILLION FIVE HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED SIX AND 57/100 PESOS (Php 90,576,306.57)** 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:
LIEZ-ANN D. GALOS
Project Engineer

JFAP CONSTRUCTION
BY:
JOSEPH FREDERICK A. PEPITO
Proprietor

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

PHILIPPINE PORTS AUTHORITY
BY:
JAY DANIEL R. SANTIAGO
General Manager

- 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 **NINETY MILLION FIVE HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED SIX AND 57/100 PESOS (Php 90,576,306.57)** or such other sums as may be ascertained, **JFAP CONSTRUCTION** agrees to execute the Proposed Dredging of Ports of Cagayan de Oro, Opol and Balingoan, Misamis Oriental, Benoni and Balbagon, Guinsiliban, Camiguin, 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, **JFAP CONSTRUCTION** 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 **JFAP CONSTRUCTION** 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.

Witness:

LIEZEL ANN D. GALOS
Project Engineer

JFAP CONSTRUCTION
BY:

JOSEPH FREDERICK A. PEPITO
Proprietor

Witness:

MARK JON S. PALOMAR
Chairperson, MO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY:

JAY DANIEL R. SANTIAGO
General Manager

PHILIPPINE PORTS AUTHORITY

TIN No. 000-352-232-000

By:

JAY DANIEL R. SANTIAGO
General Manager

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

JFAP CONSTRUCTION

TIN No. 180-190-416-000

By:

JOSEPH FREDERICK A. PEPITO
Proprietor

LIEZL ANN D. GALOS
Project Engineer

WITNESSES

ACKNOWLEDGMENT

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

APR 29 2022

BEFORE ME, a Notary Public for and in the City of Manila, this _____ 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		
Joseph Frederick A. Pepito	PRC No. 0075675		

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	JFAP Construction	16080069	1-3-22	ORMOG CITY

The foregoing instrument is a Contract for the Dredging of Ports of Cagayan de Oro, Opol and Balingoan, Misamis Oriental, Benoni and Balbagon, Guinsiliban, Camiguin, 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. 450 ;
Page No. 90 ;
Book No. XXIX ;
Series of 2022

ATTY. IMELDA A. PANIS

Notary Public extended per RA 3795 Until June 22, 2022
PTR No. 0097500, Jan. 03, 2022
IBP Lifetime Member No. 08365 Roll No. 52814
MCLE No. VI-0029369 Nov. 11, 2019 Until 2022
Commission No. 2019-082
1091 N. Lopez St., Ermita, Manila
0927 2774504