

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

CONTRACT AGREEMENT
FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY
STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS

JUL 21 2023

This Agreement made and entered into this _____ day of _____ 2023 in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), hereinafter called the "ENTITY", is a government instrumentality created under Presidential Decree No. 857, as amended, with principal office address at PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, represented by **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 2466, as contained in Secretary's Certificate dated 02 November 2015, copy of which is hereto attached as **Annex A**.

and

GAMMACON BUILDERS, INC. (GBI), hereinafter called the "CONSULTANT", duly organized and existing under Philippine laws, with principal office address at Lot 5 Blk 11, Sta. Clara Estates, Sta. Rita, Guiguinto, Bulacan, represented herein by its President and Authorized Managing Officer, **CELEDONIA B. ACLAO**, duly authorized for this purpose, as shown in Secretary's Certificate dated 26 May 2023, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity is desirous that the Consultant execute the Consultancy Services for the Conduct of Feasibility Studies and Formulation of Master Plans at Selected Ports (HO-CON-PPDD-23-0001), and the Entity has accepted the bid for **TWENTY FIVE MILLION FOUR HUNDRED SIXTY NINE THOUSAND THREE HUNDRED FIVE PESOS (Php 25,469,305.00)** by the Consultant for the execution and completion of such Consulting Services 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 Contract;
 - (b) Terms of Reference;

(c) Request for Expression of Interest;

(d) Instructions to Bidders

(e) Bid Data Sheet;

(f) Addenda and/or Supplemental/Bid Bulletins, if any;

(g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statement 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;

(h) Eligibility requirements, documents and/or statements;

(i) Performance Security;

(j) Notice of Award of Contract and the Bidder's conforme thereto;

(k) Other Contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, 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.
5. In execution of its services, **GAMMACON BUILDERS, INC.** 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 **GAMMACON BUILDERS, INC.** 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.

GAMMACON BUILDERS, INC.

BY :

CELEDONIA B. ACLAO

President & Authorized Managing Officer

PHILIPPINE PORTS AUTHORITY

BY :

JAY DANIEL R. SANTIAGO

General Manager

Witness

MARK JON S. PALOMAR

Chairperson, HO-BAC-EP-CO

Witness

MA. LOURDES M. MANATAD

VP for Operations

PHILIPPINE PORTS AUTHORITY

TIN No. 000-352-232-000

By:

JAY DANIEL R. SANTIAGO

General Manager

GAMMACON BUILDERS, INC.

TIN No. 009-903-732-000

CELEDONIA B. ACLAO

President & Authorized Managing Office

MARK JON S. PALOMAR

Chairperson, HO-BAC-EP-CON

MA. LOURDES M. MANATAD

VP for Operations

WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this JUL 21 2023 day of 2023, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago Celedonia B. Aclao	PPA ID No. 00102016 TIN No. 455-897-258-000		

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	1-21-23	Manila
President & Authorized Managing Officer	Gammacon Builders, Inc.	00321413	1-24-23	GuiGuinto, Bulacan

The foregoing instrument is a Contract for the Consultancy Services for the Conduct of Feasibility Studies and Formulation of Master Plans at Selected Ports, 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. 265
Page No. 53
Book No. 6
Series of 2023

ATTY. ALIJO Y. SEDICO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 4028160 D 1-3-2023 / Q.C.
IBP NO. 181195 / 1-03-23 / Q.C.
ROLL NO. 36195
MCLE NO. VI-003977504-14-2022
Office Address: Fastidio D11
Munoz Bldg., EDSA, Q.C.
TIN No. 141-415-007