

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

CONTRACT AGREEMENT
FOR THE NEW PORT DEVELOPMENT, PORT OF LAVEZARES,
LAVEZARES, NORTHERN SAMAR

This Agreement made and entered into this _____ day of _____ 2023, 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 -

MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION, duly
organized and existing in accordance with Philippine laws, with principal office
address at Macapagal Avenue, Tubod, Iligan City, represented herein by its
Authorized Managing Officer, **ALMITA DASMARIÑAS-BARUG**, duly authorized
for this purpose as shown in Secretary's Certificate dated 31 May 2023,
attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the New Port
Development, Port of Lavezares, Lavezares, Northern Samar, with an approved Budget for the
Contract (ABC) of Php **579,528,211.36** and the Entity has accepted the Bid for **FIVE HUNDRED
SEVENTY SIX MILLION SIX HUNDRED FORTY TWO THOUSAND FOUR HUNDRED
NINETY SIX AND 80/100 PESOS (Php 576,642,496.80)** 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

MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION
BY : 
Witness: 
XERXES B. CABAHUG
Pre-Qualification Officer

MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION
BY : 
Witness: 
MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

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

Witness: 
XERXES B. CABANUG
 Pre-Qualification Officer

BY: 
ALMITA DASMARIÑAS-BARUG
 Authorized Managing Officer

- 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 **FIVE HUNDRED SEVENTY SIX MILLION SIX HUNDRED FORTY TWO THOUSAND FOUR HUNDRED NINETY SIX AND 80/100 PESOS (Php 576,642,496.80)** or such other sums as may be ascertained, **MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION** agrees to execute the New Port Development, Port of Lavezares, Lavezares, Northern Samar, 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, **MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION** 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 **MAMSAR CONSTRUCTION AND INDUSTRIAL CORPORATION** 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: 
MARK JON S. PALOMAR
 Chairperson, HO-BAC-EP

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

MAMSAR CONSTRUCTION AND
INDUSTRIAL CORPORATION
TIN No. 000-273-578-000
By:

ALMITA DASMARIÑAS-BARUG
Authorized Managing Officer

WITNESSES

XERXES B. CABAUG
Pre-Qualification Officer

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Iligan City, this JUL 27 2023 day of _____, 2023, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Almita Dasmariñas-Barug	SSS No. 08-0759070-0		

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	00453661	1-12-23	Manila
Authorized Managing Officer	Mamsar Construction and Industrial Corporation	00210287	1-05-23	Iligan City

The foregoing instrument is a Contract for the New Port Development, Port of Lavezares, Lavezares, Northern Samar, 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

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Series of 2023

JOE VICTOR E. ABERILLA
Notary Public Until Dec. 31, 2024
Iligan City Lanao del Norte Serial 23-41.
Rosario Heights, Iligan City Roll 34883
IBP NO. 257814 Iligan City 01.02.23
PTR NO. 8717696 Iligan City 01.03.23