

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

CONTRACT AGREEMENT
FOR THE CURRIMAO PORT EXPANSION AND RESTORATION PROJECT,
PORT OF CURRIMAO, CURRIMAO, ILOCOS NORTE

This Agreement made and entered into this _____ day of SEP 06 2023 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 -

MRBII CONSTRUCTION CORPORATION /KXBG CONSTRUCTION AND DEVELOPMENT CORPORATION/JV, duly organized and existing in accordance with Philippine laws, with principal office address at KM 10.5, Purok 30, Brgy. Cabantian, Davao City, represented herein by its Authorized Managing Officer, **CHERRY LYN A. PUZON**, duly authorized for this purpose as shown in Joint Venture Agreement dated 29 June 2023, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Currimao Port Expansion and Restoration Project, Port of Currimao, Currimao, Ilocos Norte, with an approved Budget for the Contract (ABC) of Php **906,832,815.57** and the Entity has accepted the Bid for **EIGHT HUNDRED EIGHTY SIX MILLION SIX HUNDRED NINETY EIGHT THOUSAND FOUR HUNDRED FORTY NINE PESOS AND 52/100 (Php 886,698,449.52)** 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

MRBII CONSTRUCTION CORPORATION/KXBG CONSTRUCTION AND DEVELOPMENT CORPORATION/JV
Witness:
BY: **JIMMY L. CANDA**
Liaison Officer

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

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 **EIGHT HUNDRED EIGHTY SIX MILLION SIX HUNDRED NINETY EIGHT THOUSAND FOUR HUNDRED FORTY NINE PESOS AND 52/100 (Php 886,698,449.52)** or such other sums as may be ascertained, **MRBII CONSTRUCTION CORPORATION /KXBG CONSTRUCTION AND DEVELOPMENT CORPORATION/JV** agrees to execute the Currimao Port Expansion and Restoration Project, Port of Currimao, Currimao, Ilocos Norte, 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, **MRBII CONSTRUCTION CORPORATION /KXBG CONSTRUCTION AND DEVELOPMENT CORPORATION/JV** 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 **MRBII CONSTRUCTION CORPORATION /KXBG CONSTRUCTION AND DEVELOPMENT CORPORATION/JV** 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.

MRBII CONSTRUCTION CORPORATION/KXBG CONSTRUCTION
AND DEVELOPMENT CORPORATION/JV
BY: 
WITNESS: 
JIMMY J. CANBA
Liaison Officer

PHILIPPINE PORTS AUTHORITY
BY: 
WITNESS: 
MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

PHILIPPINE PORTS AUTHORITY
BY: 
WITNESS: 
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

MRBII CONSTRUCTION CORPORATION
TIN No. 008-168-175-000 /KXBG
CONSTRUCTION AND DEVELOPMENT CORPORATION TIN No.009-485-816-000/JV
By:

CHERRY LYN A. PUZON
Authorized Managing Officer

WITNESSES

JIMMY L. CANDA
Liaison Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila **QUEZON CITY**) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this **SEP 06 2023** day of **SEP 06 2023**, 2023, 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 | | |
| Cherry Lyn A. Puzon | TIN No. 425-924-453-000 | | |

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 | 00453661 | 1-12-23 | Manila |
| Authorized Managing Officer | MRBII Construction Corporation/ KXBG Construction & Development Corporation/JV | | | |

The foregoing instrument is a Contract for the Currimao Port Expansion and Restoration Project, Port of Currimao, Currimao, Ilocos Norte, 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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ATTY. ROGELIO S. EDILVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR O.R. No. 3916669 D 01/03/2023 / Roll No. 33832 / TIN # 129-871-009-000
MCLE No. 788 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.