

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

CONTRACT AGREEMENT

FOR THE RESTORATION OF DAMAGED PORT FACILITIES (TMO-OFFICE BUILDING, COVERED WALKWAY, WELCOME ARCH, PORT LIGHTING SYSTEM, GUARDHOUSE, SECURITY FENCE AND GATES) AT PORT OF GETAFE CAUSED BY TYPHOON ODETTE ON DECEMBER 16,2021, TO INCLUDE REINSTALLATION OF EXISTING INTERLOCKING CONCRETE PAVEMENT BLOCKS AT NEW BACK-UP AREA, PORT OF GETAFE, GETAFE, BOHOL

This Agreement made and entered into this 08 JAN 2024 day of _____ 2024, in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), herein referred to as the PROCURING ENTITY and/or ENTITY, 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, a business duly organized and existing under Philippine laws, with business address at Brgy. Doña Feliza Mejia, Ormoc City, represented herein by its registered owner, **JOSEPH FREDERICK A. PEPITO**, as shown in the Department of Trade and Industry (DTI) Certificate with Business Name No. 05499379, copy of which is hereto attached as Annex "B", and hereinafter referred to as the CONTRACTOR and/or WINNING BIDDER;"

WHEREAS, the Entity is desirous that the Contractor execute the Restoration of Damaged Port Facilities (TMO-Office Building, Covered Walkway, Welcome Arch, Port Lighting System, Guardhouse, Security Fence and Gates) at Port of Getafe Caused by Typhoon Odette on December 16,2021, to Include Reinstallation of Existing Interlocking Concrete Pavement Blocks at New Back-Up Area, Port of Getafe, Getafe, Bohol, (hereinafter called " the Works"), with an approved Budget for the Contract (ABC) of Php **16,434,568.51** and the Entity has accepted the Bid for **SIXTEEN MILLION THREE HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED EIGHT PESOS AND 84/100 (Php 16,381,308.84)** 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:
DOUGLAS M. ENCERINA
Liaison Officer

JFAP CONSTRUCTION
BY: **JOSEPH FREDERICK A. PEPITO**
Proprietor

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

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

PHILIPPINE PORTS AUTHORITY
BY :

JAY DANIEL R. SANTIAGO
General Manager

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

JFAP CONSTRUCTION
BY :
JOSEPH FREDERICK A. PEPITO
Proprietor

Witness
DOUGLAS J. MENCERINA
Liaison 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 **SIXTEEN MILLION THREE HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED EIGHT PESOS AND 84/100 (Php 16,381,308.84)** or such other sums as may be ascertained, **JFAP CONSTRUCTION** agrees to execute The Restoration of Damaged Port Facilities (TMO-Office Building, Covered Walkway, Welcome Arch, Port Lighting System, Guardhouse, Security Fence and Gates) at Port of Getafe Caused by Typhoon Odette on December 16,2021, to Include Reinstallation of Existing Interlocking Concrete Pavement Blocks at New Back-Up Area, Port of Getafe, Getafe, Bohol, 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.

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. 180-490-416-000
By:

JOSEPH FREDERICK A. PEPITO
Proprietor

WITNESSES

DOUGLAS J. VALENCERINA
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 08 JAN 2024 day of _____, 2024, 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 | 00453661 | 1-12-23 | Manila |
| Proprietor | JFAP Construction | | | |

The foregoing instrument is a Contract for the Restoration of Damaged Port Facilities (TMO-Office Building, Covered Walkway, Welcome Arch, Port Lighting System, Guardhouse, Security Fence and Gates) at Port of Getafe Caused by Typhoon Odette on December 16, 2021, to Include Reinstallation of Existing Interlocking Concrete Pavement Blocks at New Back-Up Area, Port of Getafe, Getafe, Bohol, 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. 44 ;
Page No. 10 ;
Book No. 1 ;
Series of 2024

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC ROLL NO. 60777

PTR No. 1527767 Issued Jan. 2, 2024 until Dec. 31, 2024 Manila
IBP Lifetime No. 14599 Issued on Feb 2, 2016
Commission No. 2023-018 Issued on Nov. 18, 2022 Effective Jan 1, 2023 Until Dec. 31, 2024 Manila
MCLE No. VI-0001643 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City
Office Address: L2F1 Upper Ground Floor, Burgundy Trnspacific Place
2444 A. Taft Avenue, Malate, Manila 1004