

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

**CONTRACT AGREEMENT**  
**FOR THE IMPROVEMENT/RESTORATION OF RC PLATFORM, RORO RAMP NO.1, BACK-UP AREA, RETAINING WALL, PASSENGER TERMINAL BUILDING, FENCE AND GATE, PORT PIO DURAN, ALBAY**

This Agreement made and entered into this FEB 14 2024 day of 2024, in Manila, Philippines, by and between:  
**QUEZON CITY**

**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 -

**MANCOL CONSTRUCTION CORPORATION**, herein referred to as the **CONTRACTOR** and/or **WINNING BIDDER**, duly organized and existing in accordance with Philippine laws, with principal office address at at 28-E Saint Mary St., corner Columbia St., E. Rodriguez, Quezon City, represented herein by its Authorized Managing Officer, **ARNOLD FLORO BENAVIDES**, duly authorized for this purpose as shown in Secretary's Certificate dated 08 January 2024, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Improvement/Restoration of RC Platform, RoRo Ramp No. 1, Back-Up Area, Retaining Wall, Passenger Terminal Building, Fence and Gate, Port of Pio Duran, Albay, (hereinafter called "the Works"), with an approved Budget for the Contract (ABC) of Php **31,761,982.72** and the Entity has accepted the Bid for **THIRTY ONE MILLION FOUR HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY EIGHT PESOS AND 72/100 (Php 31,427,858.72)** 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

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

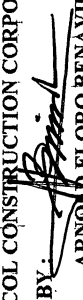
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;


- 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 **THIRTY ONE MILLION FOUR HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY EIGHT PESOS AND 72/100 (Php 31,427,858.72)** or such other sums as may be ascertained, **MANCOL CONSTRUCTION CORPORATION** agrees to execute the Improvement/Restoration of RC Platform, RoRo Ramp No. 1, Back-Up Area, Retaining Wall, Passenger Terminal Building, Fence and Gate, Port of Pio Duran, Albay, 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, **MANCOL CONSTRUCTION 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 **MANCOL CONSTRUCTION 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:  
  
PATRICK A. ASILO  
Office Staff

MANCOL CONSTRUCTION CORPORATION  
BY:   
ARNO FLORO BENAVIDES  
Authorized Managing Officer

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

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

MANCOL CONSTRUCTION  
CORPORATION  
TIN No. 009-061-843-000  
By:

ARNOLD FLORO BENAVIDES  
Authorized Managing Officer

WITNESSES  
PATRICK A. ASILO  
Office Staff

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Manila, this FEB 14 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. 00792022		
Arnold Floro Benavides	PRC No. 0014442		

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	00531834	1-12-24	Manila
Authorized Managing Office	Mancol Const., Corp.	00000369	1-12-24	CTO-Main

The foregoing instrument is a Contract for the Improvement/Restoration of RC Platform, RoRo Ramp No. 1, Back-Up Area, Retaining Wall, Passenger Terminal Building, Fence and Gate, Port of Pio Duran, Albay, 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. 61;  
Page No. 13;  
Book No. 1-6;  
Series of 2024

ATTY. ALEJO VARCIA SEDICO  
NOTARY PUBLIC  
Until December 31, 2024  
Roll No. 36198  
PTR No. 5572406D, 1-3-2024 QC  
IBP No. 391161, 1-3-2024 QC  
MCLE VII-0031066, Until 4-14-2025  
ADM Matter No. NP-248 (2023-2024)  
TIN: 141-415-007  
#4 Alley 13 Road 3, Project 6, Q.C.