PHILIPPINE PORTS AUTHORITY BY:

Republic of the Philippines

## PHILIPPINE PORTS AUTHORITY

PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, Philippines

## **CONTRACT AGREEMENT**

FOR THE REHABILITATION OF BERTHING FACILITY AT LARUZ-SIDE OF ILOILO RIVER WHARF, BRGY. LAPUZ, LAPAZ, ILOILO D 2024

	This Agreement made and entered into this	day	of	2024,	ir
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 -

CONSTRUCTION GOLDRIDGE AND DEVELOPMENT 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 Roman Highway, Puting Buhangin, Orion, Bataan, represented herein by its Authorized Representative, RONNIE V. DEL ROSARIO, duly authorized for this purpose as shown in Corporate Secretary's Certificate dated 20 December 2023, attached herein as Annex B.

WHEREAS, the Entity is desirous that the Contractor execute the Rehabilitation of Berthing Facility at Lapuz-Side of Iloilo River Wharf, Brgy. Lapuz, Lapaz, Iloilo, (hereinafter called "the Works"), with an approved Budget for the Contract (ABC) of Php 28,880,607.90 and the Entity has accepted the Bid for TWENTY EIGHT MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED THIRTY FOUR PESOS AND 84/100 (Php 28,865,234.84) 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;
    - Specifications: ij.
    - iii. Bill of Quantities;
    - General and Special Conditions of Contract; İ٧.
    - Supplemental or Bid Bulletins, if any ٧.

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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 TWENTY EIGHT MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED THIRTY FOUR PESOS AND 84/100 (Php 28,865,234.84) or such other sums as may be ascertained, GOLDRIDGE CONSTRUCTION AND DEVELOPMENT CORPORATION agrees to execute the Rehabilitation of Berthing Facility at Lapuz-Side of Iloilo River Wharf, Brgy. Lapuz, Lapaz, Iloilo, 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, GOLDRIDGE CONSTRUCTION AND DEVELOPMENT 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 GOLDRIDGE CONSTRUCTION AND DEVELOPMENT 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.

R. SANTIAGO PHILIPPINE PORTS AUTHORITY BY:

GOLDRIDGE CONSTRUCTION AND PHILIPPINE PORTS AUTHORITY TIN No. 000-352-232-000 **DEVELOPMENT CORPORATION** TIN No. 008-454-465-000 By: By: JAY DANIEL R. SANTIAGO RONNIE V. DEL ROSARIO Authorized Representative General Manager WITNESSES MARK JON S. PALOMAR Chairperson, HO-BAC-EP DIANA JEANNE D. COJUCOM Corporate Secretary ACKNOWLEDGMENT FEB 16 2024 REPUBLIC OF THE PHILIPPINES) City of Manila ) S.S. BEFORE ME, a Notary Public for and in the City of Manila, this , 2024, personally appeared the following: NAME COMPETENT DATE OF ISSUE PLACE OF LACE EVIDENCE OF IDENTITY OR EXPIRY DATE ISSUE PPA ID No. 00102016 Jay Daniel R. Santiago Authorized Representative Driver's License No. C10-82-010134 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 Representative Goldridge Construction 03472292 1-04-24 Balanga, Bataan

& Development Corporation

The foregoing instrument is a Contract for the Rehabilitation of Berthing Facility at Lapuz-Side of Iloilo River Wharf, Brgy. Lapuz, Lapaz, Iloilo, 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 TTY. EMILLO A AGREGADO

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