Corporate ?

BY:
RONNIE
Authorized F

Republic of the Philippines

PHILIPPINE PORTS AUTHORITY

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

CONTRACT AGREEMENT

FOR THE IMPROVEMENT OF PERIMETER FENCE AND GATES, PROVISION OF GUARDHOUSE AND WELCOME ARC AND ASPHALT OVERLAY OF ROAD AND PAVEMENT AT PORT OF SAN JOSE, ANTIQUE, SAN JOSE DE BUENAVISTA, ANTIQUE

	This Agreement made and entered into this	day of	1 6 2024 20	024, i	r
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 -

GOLDRIDGE CONSTRUCTION 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 Improvement of Perimeter Fence and Gates, Provision of Guardhouse and Welcome ARC and Asphalt Overlay of Road and Pavement at Port of San Jose, Antique, San Jose de Buenavista, Antique, (hereinafter called "the Works"), with an approved Budget for the Contract (ABC) of Php 30,764,600.20 and the Entity has accepted the Bid for THIRTY MILLION SEVEN HUNDRED FORTY NINE THOUSAND THREE HUNDRED FIFTY NINE PESOS AND 09/100 (Php 30,749,359.09) 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.
- 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

BY:
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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;

- 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 MILLION SEVEN HUNDRED FORTY NINE THOUSAND THREE HUNDRED FIFTY NINE PESOS AND 09/100 (Php 30,749,359.09) or such other sums as may be ascertained, GOLDRIDGE CONSTRUCTION AND DEVELOPMENT CORPORATION agrees to execute the Improvement of Perimeter Fence and Gates, Provision of Guardhouse and Welcome ARC and Asphalt Overlay of Road and Pavement at Port of San Jose, Antique, San Jose de Buenavista, Antique, 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.

PHILIPPINE PORTS AUTHORITY

TIN No. 000-352-232-000

By:

GOLDRIDGE CONSTRUCTION AND DEVELOPMENT CORPORATION

TIN No. 008-454-465-000

By:

JAY DANIEL R. SANTIAGO

General Manager

RONNIE \ DEL ROSARIO Authorized Representative

WITNESSES

PALOMAR Chairperson, HO-BAC-EP

DIANA JEANNE D. COJUCOM Corporate Secretary

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of Manila

) S.S.

FEB 1 6 20**24**

BEFORE ME, a Notary Public for and in the City of Manila, this ____ day of , 2024, personally appeared the following:

NAME

COMPETENT

DATE OF ISSUE PLACE OF LACE

EVIDENCE OF IDENTITY OR EXPIRY DATE ISSUE

Jay Daniel R. Santiago

PPA ID No. 00102016

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 Improvement of Perimeter Fence and Gates, Provision of Guardhouse and Welcome ARC and Asphalt Overlay of Road and Pavement at Port of San Jose, Antique, San Jose de Buenavista, Antique, 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. EMILLO A. AGREGADO

NOTARY PUBLIC

UNTIL DEC. 31-2024 PTR NO. 3822034-1/3/24 1/3/24

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