

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

**CONTRACT AGREEMENT**  
**FOR THE RESTORATION OF PORT FACILITIES DAMAGED BY TYPHOON "TISOY," PORT**  
**OF CLAVERIA, BURIAS ISLAND, MASBATE**

**FEB 21 2024**

This Agreement made and entered into this \_\_\_\_\_ 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 -

**NBCDC 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 Unit 16A, Petron MegaPlaza,  
358 Sen. Gil Puyat Ave., Makati City, represented herein by its Authorized  
Managing Officer, **APRIL V. DE LEON**, duly authorized for this purpose as  
shown in Secretary's Certificate dated 03 August 2023, attached herein as  
**Annex B.**

WHEREAS, the Entity is desirous that the Contractor execute the Restoration of Port  
Facilities Damaged by Typhoon "Tisoy," Port of Claveria, Burias Island, Masbate, (hereinafter  
called " the Works"), with an approved Budget for the Contract (ABC) of Php **16,517,665.76** and  
the Entity has accepted the Bid for **SIXTEEN MILLION THREE HUNDRED FIFTY THOUSAND**  
**SIX HUNDRED THIRTEEN PESOS AND 05/100 (Php 16,350,613.05)** 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  
**CLAIDE M. PANTI**  
BDU Engineer

**NBCDC CORPORATION**  
BY :  
**APRIL V. DE LEON**  
Authorized Managing Officer

Witness  
**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 **SIXTEEN MILLION THREE HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTEEN PESOS AND 05/100 (Php 16,350,613.05)** or such other sums as may be ascertained, **NBCDC CORPORATION** agrees to execute the Restoration of Port Facilities Damaged by Typhoon "Tisoy," Port of Claveria, Burias Island, Masbate, 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, **NBCDC 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 **NBCDC 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:  
  
**CLAUDE M. PANTI**  
BDU Engineer

**NBCDC CORPORATION**  
BY:  
  
**APRIL V. DE LEON**  
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

**NBCDC CORPORATION**  
TIN No. 008-028-982-000  
By:

**APRIL V. DE LEON**  
Authorized Managing Officer

**CLAIDE M. PANTI**  
BDU Engineer

WITNESSES

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Manila ) S.S.

**FEB 21 2024**

BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_ 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		
April V. De Leon	PASSPORT No. P0554561C		

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	1-17-24	Manila
Authorized Managing Officer	NBCDC Corporation	00114973	1-18-24	Mariveles, Bataan

The foregoing instrument is a Contract for the Restoration of Port Facilities Damaged by Typhoon "Tisoy," Port of Claveria, Burias Island, Masbate, 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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Page No. 1 ;  
Book No. 1 ;  
Series of 2024

**ATTY. EMILLO A. AGREGADO**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2024  
~~PTR NO. 9823024-1/3/24~~  
IBP NO. 293006 ROL NO. 54236  
MCLE COMPLIANCE NO. VII-32379