

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

**CONTRACT AGREEMENT**  
**FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR**  
**CONDITIONING UNITS FOR PORT MANAGEMENT OFFICES**

**APR 26 2022**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, herein referred to as ENTITY, is a government instrumentality created under Presidential Decree No. 857, as amended, with principal office address at PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, represented by **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 2466, as contained in Secretary's Certificate dated 02 November 2015, copy of which is hereto attached as **Annex A**.

and

**FMG REFRIGERATION AND AIRCONDITIONING SERVICES**, duly organized and existing under Philippine laws, with principal office address at 135 Building, Mayon St., Barangay Sta Teresita, Quezon City, represented herein by its Proprietor, **MARK KRISTOFFER Q. CAMPAÑA**, duly authorized for this purpose, as shown in Department of Trade and Industry (DTI) Certificate of Registration No. 005503486, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units for Port Management Offices, with an approved Budget for the Contract (ABC) of Php **90,000,000.00** and has accepted a Bid by **FMG REFRIGERATION AND AIRCONDITIONING SERVICES** for those goods and services in the sum of **EIGHTY SIX MILLION TWO HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED FIVE PESOS AND 52/100 (Php 86,271,505.52);**.

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 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 integral part of this Agreement, viz:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any

FMG REFRIGERATION AND AIRCONDITIONING SERVICES

Witness:  
**TRISHA B. BOUTIERREZ**  
Finance and Marketing Head

BY :  
**MARK KRISTOFFER Q. CAMPAÑA**  
Proprietor

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

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



Witness:   
TRISHA GUTIERREZ  
Finance and Marketing Head

BY:   
MARK KRISTOFFER Q. CAMPAÑA  
Proprietor

- ii. 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;

- iii. Performance Security;
- iv. Notice of Award of Contract and the Bidder's conforme thereto; and
- v. 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 **EIGHTY SIX MILLION TWO HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED FIVE PESOS AND 52/100 (Php 86,271,505.52)** or such other sums as may be ascertained, **FMG REFRIGERATION AND AIRCONDITIONING SERVICES** agrees to the Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units for Port Management Offices, 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, **FMG REFRIGERATION AND AIRCONDITIONING SERVICES** 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 **FMG REFRIGERATION AND AIRCONDITIONING SERVICES** 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.

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

BY:   
JAY DANIEL R. SANTIAGO  
General Manager

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

**FMG REFRIGERATION AND AIRCONDITIONING SERVICES**

TIN No. 279-248-292-000

By:

**MARK KRISTOFFER Q. CAMPAÑA**  
Proprietor

**WITNESSES**

**MARK JON S. PALOMAR**  
Chairperson, HO-BAC-PGCS

**TRISHA B. GUTIERREZ**  
Finance and Marketing Head

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of Manila, this      day of APR 26 2022, 2022, 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		
Mark Kristoffer Q. Campaña	Driver's License No. G09-05-001140		

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	00372460	1-21-22	Manila
Proprietor	FMG Refrigeration and Airconditioning Services			

The foregoing instrument is a Contract for the Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units for Port Management Offices, 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. 477;  
Page No. 96;  
Book No. 27;  
Series of 2022

**ATTY. MA. LUISA R. VALENZUELA**  
Notary Public  
Until December 31, 2022  
No. 285(93) NS Amoranto St., Brgy. NS Amoranto QC  
IBP OR NO. 133039MD2022 11-19-2020  
PTR no. 23917930 01-03-2022 QC  
ROLL OF ATTY. 40864  
ADM. MATTER NO. NO-012 (2021-2022)  
MCLE VI-0024350 April 8, 2019