

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

CONTRACT AGREEMENT
**FOR THE DREDGING OF SURIGAO CLUSTERED PROJECT: PORTS OF SURIGAO,
SURIGAO DEL NORTE AND DEL CARMEN, SIARGAO ISLAND,**

This Agreement made and entered into this 12 SEP 2023 day of SEP 2023 2023, in
Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), 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 -

JFAP CONSTRUCTION, duly organized and existing in accordance with
Philippine laws, with principal office address at Brgy. Doña Feliza Mejia, Ormoc
City, represented herein by its Proprietor, **JOSEPH FREDERICK A. PEPITO**,
duly authorized for this purpose as shown in Department of Trade and Industry
(DTI) Certificate of Registration No. 05499379, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Dredging of Surigao
Clustered Project: Ports of Surigao, Surigao del Norte and del Carmen, Siargao Island, with an
approved Budget for the Contract (ABC) of Php **187,749,751.78** and the Entity has accepted the
Bid for **ONE HUNDRED EIGHTY SIX MILLION FIVE HUNDRED THIRTY EIGHT THOUSAND
NINE HUNDRED FORTY NINE PESOS AND 67/100 (Php 186,538,949.67)** 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:
LIEZL ANN D. GALOS
Project Engineer

JFAP CONSTRUCTION
BY: **JOSEPH FREDERICK A. PEPITO**
Proprietor

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 **ONE HUNDRED EIGHTY SIX MILLION FIVE HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED FORTY NINE PESOS AND 67/100 (Php 186,538,949.67)** or such other sums as may be ascertained, **JFAP CONSTRUCTION** agrees to execute the Dredging of Surigao Clustered Project: Ports of Surigao, Surigao del Norte and del Carmen, Siargao Island, 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, **JFAP CONSTRUCTION** 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 **JFAP CONSTRUCTION** 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:
LIEZL ANN D. GALOS
Project Engineer

JFAP CONSTRUCTION
BY : **JOSEPH FREDERICK A. PEPITO**
Proprietor

Witness
MARK JON S. PALOMAR
Chairperson, HD-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

JFAP CONSTRUCTION
TIN No. 180-490-416-000
By:

JOSEPH FREDERICK A. PEPITO
Proprietor

WITNESSES

LIEZL ANN D. GALOS
Project Engineer

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
12 SEP 2023, 2023, 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		
Joseph Frederick A. Pepito	PRC No. 0075675		

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	00453661	1-12-23	Manila
Proprietor	JFAP Construction			

The foregoing instrument is a Contract for the Dredging of Surigao Clustered Project: Ports of Surigao, Surigao del Norte and del Carmen, Siargao Island, 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. 309 ;
Page No. 62 ;
Book No. XIV ;
Series of 2023

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2023-091
L. NO. 68731 / MCLE COMPLIANCE NO. VII-0011876
IBP NO. 293899- 01/10/2023- Pasig City
P.T.R. NO. 0822023 - Jan. 3, 2023 - Manila
Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila