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

CONTRACT AGREEMENT
FOR THE DUMAGUETE PORT EXPANSION PROJECT,
PORT OF DUMAGUETE, NEGROS ORIENTAL

This Agreement made and entered into this 18 SEP 2024 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 -

BNR CONSTRUCTION & 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 B. Suico St., Brgy. Tingub, Mandaue City, represented herein by its Authorized Representative, **ARIANE MAE L. PO**, duly authorized for this purpose as shown in Secretary's Certificate dated 07 August 2024, attached herein as **Annex B.**

WHEREAS, the Entity is desirous that the Contractor execute the Dumaguete Port Expansion Project, Port of Dumaguete, Negros Oriental, (hereinafter called "the Works"), with an approved Budget for the Contract (ABC) of Php **533,307,482.92** and the Entity has accepted the Bid for **FIVE HUNDRED THIRTY TWO MILLION FIVE THOUSAND EIGHTY FIVE PESOS AND 75/100 (Php 532,005,085.75)** 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

BNR CONSTRUCTION & DEVELOPMENT CORPORATION
BY :
ARIANE MAE L. PO
Authorized Representative
Witness :
KAREN A. PEPITO
Liaison Officer

Witness
MARK JON S. PALOMAR
Chairperson, HOBAC-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 **FIVE HUNDRED THIRTY TWO MILLION FIVE THOUSAND EIGHTY FIVE PESOS AND 75/100 (Php 532,005,085.75)** or such other sums as may be ascertained, **BNR CONSTRUCTION & DEVELOPMENT CORPORATION** agrees to execute the Dumaguete Port Expansion Project, Port of Dumaguete, Negros Oriental, 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, **BNR CONSTRUCTION & 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 **BNR CONSTRUCTION & 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.

BNR CONSTRUCTION & DEVELOPMENT CORPORATION

Witness : **KAREN A. PEPITO**
Liaison Officer

BY : **ARIANE MAE L. PO**
Authorized Representative

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

BNR CONSTRUCTION & DEVELOPMENT CORPORATION
TIN No. 000-313-468-000
By:

ARIANE MAE L. PO
Authorized Representative

WITNESSES

MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

KAREN A. PEPITO
Liaison Officer

ACKNOWLEDGMENT

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

18 SEP 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		
Ariane Mae L. Po	SSS No. 011-668-2545-8		

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 Representative	BNR Const. & Dev't. Corp.	00589852	1-05-24	City of Mandaue

The foregoing instrument is a Contract Agreement for the Dumaguete Port Expansion Project, Port of Dumaguete, Negros Oriental, 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. 80;
Page No. 14;
Book No. V;
Series of 2024

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila Until Dec. 31, 2024
Notarial Commission No. 2023 091
2nd Floor Midland Plaza Hotel, Adriatico St. Ermita Mla.
IBP No. 329770- Jan. 3, 2024
P.T.R. No. 1555522 - Jan. 3, 2024
Roll No. 68731 / MCLE No. VII-0011675 - 04-14-2025
TIN NO: 252-273-193-00000