

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

**CONTRACT AGREEMENT
FOR THE CONSTRUCTION OF BACK-UP AREA AND TRANSIT SHED,
PORT OF LUCENA, QUEZON**

This Agreement made and entered into this 24th day of Sept. 2021, in ~~NAVOTAS CITY~~

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 -

MARRA BUILDERS, INC., duly organized and existing in accordance with Philippine laws, with principal office address at No. 48 Daanghari St., Navotas City, represented herein by its Vice President, **JOSELITO R. RAMOS**, duly authorized for this purpose as shown in Secretary's Certificate dated 15 July 2021, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Construction of Back-Up Area and Transit Shed, Port of Lucena, Quezon, with an approved Budget for the Contract (ABC) of Php **215,683,564.94** and the Entity has accepted the Bid for **TWO HUNDRED THIRTEEN MILLION SEVEN HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED NINETY TWO AND 60/100 (Php 213,735,692.60)** 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:
ZENaida JOSE
Corporate Secretary

MARRA BUILDERS, INC.
BY:
JOSELITO R. RAMOS
Vice President

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 **TWO HUNDRED THIRTEEN MILLION SEVEN HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED NINETY TWO AND 60/100 (Php 213,735,692.60)** or such other sums as may be ascertained, **MARRA BUILDERS, INC.** agrees to execute the Construction of Back-Up Area and Transit Shed, Port of Lucena, Quezon, 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, **MARRA BUILDERS, INC.** 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 **MARRA BUILDERS, INC.** 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.

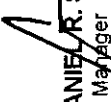
Witness:

ZENAIDA JOSE
Corporate Secretary

MARRA BUILDERS, INC.
BY: 
JOSE LITO RAMOS
Vice President

Witness:

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

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



PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:

MARRA BUILDERS, INC.
TIN No. 233-158-516-000
By:

JAY DANIEL R. SANTIAGO
General Manager

JOSELITO R. RAMOS
Vice President

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

WITNESSES

ZENAIDA JOSE
Corporate Secretary

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this 24th day of September, 2021, personally appeared the following: **NAVOTAS CITY**

| NAME | COMPETENT EVIDENCE OF IDENTITY | DATE OF ISSUE OR EXPIRY DATE | PLACE OF ISSUE |
|------------------------|--------------------------------|------------------------------|----------------|
| Jay Daniel R. Santiago | PPA ID No. 00102016 | | |
| Joselito R. Ramos | Passport No. P7852098A | | |

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 | 00367765 | 2-02-21 | Manila |
| Vice President | Marra Builders, Inc. | 00418170 | 1-05-21 | Navotas City |

The foregoing instrument is a Contract for the Construction of Back-Up Area and Transit Shed, Port of Lucena, Quezon, 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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Series of 2021

ANGELITO M. CRUZ
Notary Public for Navotas City
Appointment No. NC-18-002-NAV (2019-2020)
Until December 31, 2020
774 M. Naval St., Navotas City
PTR No. 3766223 - 01/04/2021
TIN: 133-421-115
IBP Lifetime Member No. 01773
Roll of Attorneys No. 19176
MCLE Compliance No. VI-0008948
Appointment Extended until June 30, 2021
Further Extended until December 31, 2021
As per NC Resolution Published July 01, 2021