

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

**CONTRACT AGREEMENT
FOR THE PROCUREMENT OF TECHNICAL SUPPORT SERVICES FOR PHILIPPINE
PORTS AUTHORITY'S CORE APPLICATION**

This Agreement made and entered into this OCT day of 2021 2021 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

**DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL
DEVELOPMENT WORKS CORPORATION**, duly organized and existing under
Philippine laws, with principal office address at 8th Floor, Richbelt Tower
Condominium, Annapolis St., Greenhills, San Juan City, represented herein by
its Authorized Representative, **GERALD C. BOBADILLA**, duly authorized for
this purpose, as shown in Secretary's Certificate dated 20 August 2021, copy of
which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain services, particularly the Procurement of
Technical Support Services for Philippine Ports Authority's Core Application, with an approved
Budget for the Contract (ABC) of Php **17,000,000.00** and has accepted a Bid by **DIVERSIFIED
INFRASTRUCTURE AND ARCHITECTURAL DEVELOPMENT WORKS CORPORATION** for
those services in the sum of **SIXTEEN MILLION NINE HUNDRED NINETY NINE THOUSAND
SIXTY PESOS AND 11/100 (Php 16,999,060.11)**;

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

DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL
DEVELOPMENT WORKS CORPORATION
Witness:
JANIER T. RUABURO
Consultant
GERALD C. BOBADILLA
Authorized Representative

BY:

Witness:
MARK JON S. PALOMAR
Chairperson, NO-BAC-PGCS

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

DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL
DEVELOPMENT WORKS CORPORATION
Witness:
JANVIER T. RUABURO
Consultant
GERALD C. BOBADILLA
Authorized Representative

BY :

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

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

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 **SIXTEEN MILLION NINE HUNDRED NINETY NINE THOUSAND SIXTY PESOS AND 11/100 (Php 16,999,060.11)** or such other sums as may be ascertained, **DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL DEVELOPMENT WORKS CORPORATION** agrees to the Procurement of Technical Support Services for Philippine Ports Authority's Core Application, 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, **DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL DEVELOPMENT WORKS 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 **DIVERSIFIED INFRASTRUCTURE AND ARCHITECTURAL DEVELOPMENT WORKS 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.

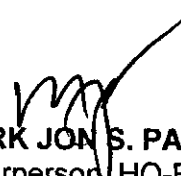
PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:


JAY DANIEL R. SANTIAGO
General Manager

DIVERSIFIED INFRASTRUCTURE AND
ARCHITECTURAL DEVELOPMENT
WORKS CORPORATION
TIN No. 009-788-882-000
By:


GERALD C. BOBADILLA
Authorized Representative

WITNESSES


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


JANVIER T. RUABURO
Consultant

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this 01 day of OCT 01 2021, 2021, 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		
Gerald C. Bobadilla	TIN No. 904-613-724-000		

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
Authorized Representative	Diversified Infrastructure & Architectural Dev't., Works Corp.	00172846	1-11-21	San Juan City

The foregoing instrument is a Contract for the Procurement of Technical Support Services for Philippine Ports Authority's Core Application, 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. 117;
Page No. 1;
Book No. 5;
Series of 2021

ATY. ROBERTO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM AD'N. NOT. COM. NO. 12416, 13 UNTIL 12-31-2020
COMMISSION EXTENDED UNTIL JUNE 30, 2021
AS PER SEC. 5(B) R.A. NO. 3795, 12/10/2020
* I.P. O.R. NO. 132734 MD 2021; I.E.P. O.R. NO. 133176 MD 2022
* P.T.R. O.R. NO. 135512 D-1/4/21; P.T.R. NO. 133827 / TIN# 129-271-003
MCLE NO. V-2020-33 MD OFFICE OF THE NOTARY PUBLIC, QUEZON CITY
ADDRESS: 51-F HARVARD ST., CUBAD, Q.C.