

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

**CONTRACT AGREEMENT**  
**FOR THE EXTENSION OF ROCK CAUSEWAY AND CONSTRUCTION OF RC PIER,**  
**PORT OF BASIAO, IVISAN, CAPIZ**

This Agreement made and entered into this **DEC 13 2021** day of \_\_\_\_\_ 2021, 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 -

**IBC INTERNATIONAL BUILDERS CORPORATION**, duly organized  
and existing in accordance with Philippine laws, with principal office address at  
#58 Avanceña Street, Molo, Iloilo City, represented herein by its Authorized  
Representative, **HELEN EDITH LEE TAN**, duly authorized for this purpose as  
shown in Secretary's Certificate dated 17 September 2021, attached herein as  
**Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Extension of Rock  
Causeway and Construction of RC Pier, Port of Basiao, Ivisan, Capiz, with an approved Budget  
for the Contract (ABC) of Php **169,711,663.70** and the Entity has accepted the Bid for **ONE**  
**HUNDRED SIXTY SEVEN MILLION SEVEN HUNDRED NINETY NINE THOUSAND NINE**  
**HUNDRED FIFTY TWO AND 60/100 PESOS (Php 167,799,952.60)** 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

- 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 SIXTY SEVEN MILLION SEVEN HUNDRED NINETY NINE THOUSAND NINE HUNDRED FIFTY TWO AND 60/100 PESOS (Php 167,799,952.60)** or such other sums as may be ascertained, **IBC INTERNATIONAL BUILDERS CORPORATION** agrees to execute the Extension of Rock Causeway and Construction of RC Pier, Port of Basiao, Ivisan, Capiz, 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, **IBC INTERNATIONAL BUILDERS 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 **IBC INTERNATIONAL BUILDERS 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.

IBC INTERNATIONAL BUILDERS CORPORATION

Witness:

BY: *[Signature]*

*[Signature]*  
CONCORDIO G. GORRICETA  
Project Manager

*[Signature]*  
HELEN EDITH LEE TAN  
Authorized Representative

Witness:

*[Signature]*  
MARK JON S. PALOMAR  
Chairperson, HO-BAC-EP

PHILIPPINE PORTS AUTHORITY

BY: *[Signature]*

*[Signature]*  
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

IBC INTERNATIONAL BUILDERS  
CORPORATION

TIN No. 000-249-935-000  
By:

HELEN EDITH LEE TAN  
Authorized Representative

WITNESSES

CONCORDIO G. GORRICETA  
Project Manager

### ACKNOWLEDGMENT

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

DEC 13 2021

BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_ day of \_\_\_\_\_, 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		
Helen Edith Lee Tan	SSS No. 07-1034879-3		

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	IBC Int'l Builders Corp.	00121522	1-21-21	Iloilo City

The foregoing instrument is a Contract for the Extension of Rock Causeway and Construction of RC Pier, Port of Basiao, Ivisan, Capiz, 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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Page No. 16 ;  
Book No. 11 ;  
Series of 2021

**DENNIS D. JUANON**  
NOTARY PUBLIC  
FOR THE CITY AND PROVINCE OF ILOILO  
UNTIL DECEMBER 31, 2021  
A.F. LOPEZ BLDG. IZNART ST., ILOILO CITY  
NOTARIAL COMMISSION NO. 114  
IBP NO. 140619/02-15-21/PASIG CITY  
PTR NO. 3407925/01-05-21/PROVINCE OF ILOILO  
ROLL NO. 26173-MCLE NO. VI-0030000