

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

CONTRACT AGREEMENT
FOR THE UPGRADING OF FENDERING SYSTEM AT PIER 1 INCLUDING RESTORATION
OF DAMAGED CURTAIN WALL, DRAINAGE SYSTEM AT BACK-UP AREA & PORT ROAD,
PORT OF DUMAGUETE, DUMAGUETE CITY

This Agreement made and entered into this DEC 19 2023 day of _____ 2023, 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 -

A.S.T BUILDERS, a business duly organized and existing under
Philippine laws, with business address at B. Suico St., Brgy. Tingub, Mandaue
City, represented herein by its registered owner, **ANTHONY C. TAN**, as shown
in the Department of Trade and Industry (DTI) Certificate with Business Name
No. 05912734, copy of which is hereto attached as Annex "B", and hereinafter
referred to as the CONTRACTOR and/or WINNING BIDDER,"

WHEREAS, the Entity is desirous that the Contractor execute the Upgrading of
Fendering System at Pier 1 Including Restoration of Damaged Curtain Wall, Drainage System
at Back-Up Area & Port Road, Port of Dumaguete, Dumaguete City, (hereinafter called " the
Works"), with an approved Budget for the Contract (ABC) of Php **48,465,942.54** and the Entity
has accepted the Bid for **FORTY EIGHT MILLION FOUR HUNDRED TWELVE THOUSAND**
EIGHT HUNDRED EIGHTY EIGHT PESOS AND 26/100 (Php 48,412,888.26) 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 **FORTY EIGHT MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS AND 26/100 (Php 48,412,888.26)** or such other sums as may be ascertained, **A.S.T BUILDERS** agrees to execute the Upgrading of Fendering System at Pier 1 Including Restoration of Damaged Curtain Wall, Drainage System at Back-Up Area & Port Road, Port of Dumaguete, Dumaguete City, 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, **A.S.T BUILDERS** 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 **A.S.T BUILDERS** 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:
FERDINAND TAN
Liaison


A.S.T. BUILDERS
BY: **ANTHONY C. TAN**
Proprietor

Witness:
MARK JON S. PALOMAR
Chairperson, HQ-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

A.S.T BUILDERS
TIN No. 197-839-957-000
By:


ANTHONY C. TAN
Proprietor

WITNESSES


FERDAN C. TAN
Liaison

ACKNOWLEDGMENT

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

DEC 19 2023

BEFORE ME, a Notary Public for and in the City of Manila, this ____ day of _____, 2023, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago Anthony C. Tan	PPA ID No. 00102016 PRC No. 0222432		

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 Proprietor	Phil. Ports Authority A.S.T. Builders	00453661	1-12-23	Manila

The foregoing instrument is a Contract for the Upgrading of Fendering System at Pier 1 Including Restoration of Damaged Curtain Wall, Drainage System at Back-Up Area & Port Road, Port of Dumaguete, Dumaguete City, 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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ATTY. EMILLO A. AGREGADO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR NO. 8782110 15-7-2023
SS NO. 118522, ROLL NO. 27732
COMPLIANCE NO. VI-11785