Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE – BATAAN/AURORA
Port Operations Bldg., Port of Lamao,
Brgy.Lamao, Limay, Bataan

Contract Agreement for the MAINTENANCE OF PORT FACILITIES (SCRAPING/CLEANING OF RC AND SHEET PILES) AT PORT OF LAMAO, LIMAY, BATAAN (MPF-BNA-06-24)

SEP 27 2024

THIS AGREEMENT, made this _____day of _____ 2024, in Lamao, Limay, Bataan, Philippines between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality with corporate power created under Presidential Decree No. 857, as amended, with principal office at PPA Bldg., A. Bonifacio Drive, Port Area, Manila, represented herein by its duly authorized representative, **NIÑO PAOLO M. BISCOCHO**, Acting Port Manager, PMO Bataan/Aurora and hereinafter called the "**Entity**";

-and-

FAUSTINE JAY D. TIMBOL, of legal age, Filipino, married, with business and postal address at 651 Mangga Cacutud, Arayat, Pampanga, doing business under the firm name/style of **FPF CONSTRUCTION** duly registered with the Department of Trade and Industry, under Certificate of Registration No. 4927049, a copy of which is hereto attached and made an integral part hereof as Annex "A" and hereinafter called the "**Contractor**".

WHEREAS, the Entity is desirous that the Contractor execute the project **MAINTENANCE OF PORT FACILITIES (SCRAPING/CLEANING OF RC AND SHEET PILES) AT PORT OF LAMAO, LIMAY, BATAAN (MPF-BNA-06-24)** and the Entity has accepted the Bid for **NINE HUNDRED NINETY TWO THOUSAND, FOUR HUNDRED NINE PESOS AND 66/100 (Php 992,409.66)** 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 meanings 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;

MELVIN M. FERNANDO
Witness

FPF Construction
Engr. FAUSTINE JAY D. TIMBOL
President

LILIA A. DIAZ
Manager, Finance Division

Philippine Ports Authority, PMO – Bataan/Aurora
NIÑO PAOLO M. BISCOCHO
Acting Port Manager

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 for the sum of **NINE HUNDRED NINETY TWO THOUSAND, FOUR HUNDRED NINE PESOS AND 66/100 (Php 992,409.66)** or such other sums as may be ascertained, **FPF CONSTRUCTION** agrees to execute the project "**MAINTENANCE OF PORT FACILITIES (SCRAPING/CLEANING OF RC ANS SHEET PILES) AT PORT OF LAMAO, LIMAY, BATAAN (MPF-BNA-06-24)**" 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, **FPF CONSTRUCTION** 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 **FPF CONSTRUCTION** 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 thereto have caused this Agreement to be executed the day and year first before written.

PHILIPPINE PORTS AUTHORITY

By:

NIÑO PAOLO M. BISCOCHO
Acting Port Manager
PMO – Bataan/Aurora

FPF CONSTRUCTION

By:

FAUSTINE JAY D. TIMBOL
President

WITNESSES:

LILIA A. DIAZ
Manager, Finance Division
Limay, Bataan

MELVIN M. FERNANDO
Witness/ FPF Construction
Arayat, Pampanga

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City LIMAY, BATAAN) S.S.

BEFORE ME, a Notary Public for and in the LIMAY, BATAAN, Philippines, personally appeared the following persons with their respective PPA Issued ID (PPA ID) and Driver License Number (DL), to wit

NAME	PROOF OF IDENTITY	DATE/PLACE
NIÑO PAOLO M. BISCOCHO	**PPA00342015** (PPA ID) TIN: 248-766-158	
FAUSTINE JAY D. TIMBOL	**C11-98-113596** (DL)	

known to me to be the same persons who executed forgoing instrument as:

POSITION	COMPANY
Port Manager	Philippine Ports Authority
General Manager	**FPF Construction**

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 juridical person they represent.

This foregoing instrument is a Contract for the project "**MAINTENANCE OF PORT FACILITIES (SCRAPING/CLEANING OF RC AND SHEET PILES) AT PORT OF LAMAO, LIMAY, BATAAN (MPF-BNA-06-24)**" consisting of three (3) pages, including this page where the acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

NOTARY PUBLIC

PTR No._____
Issued On: _____
Issued At: _____
T.I.N _____

ATTY. FRANCIS C. VILLEROZ
NOTARY PUBLIC
Until December 31, 2024
Roll No. 55442
PTR No. 7579440 / 01-05-24 / Bataan
IBP No. 403454 / 01-05-24 / Bataan
MCLE Compliance No. VII-0028108 / 04-14-25

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Series of 2024

MELVIN M. FERNANDO
Witness

FPF Construction Incorporated

Engr. FAUSTINE JAY D. TIMBOL
President

LILIA A. DIAZ
Manager, Finance Division

Philippine Ports Authority, PMO – Bataan/Aurora

NIÑO PAOLO M. BISCOCHO
Acting Port Manager