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

CONTRACT

FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR CONDITIONING UNITS (PHASE VI)

Witness:
CARLO OLIVER R. MEDINA
Project Manager

This CONTRACT executed on the _____ day of 11 NOV 2026 2026 by and between:

PHILIPPINE PORTS AUTHORITY (PPA), 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. 3317, as contained in Secretary's Certificate dated 11 September 2024, copy of which is hereto attached as **Annex "A"**, hereinafter called the "Entity";

GRUN TECH SOLUTIONS INC.
BY :
CHRISTOPHER NIÑO L. ANGELES
Authorized Representative

-and-

GRUN TECH SOLUTIONS INC., a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at ANIGER Center, No. 8889 Pres. S. Osmeña Hiway, corner Gen. J. Cailles, Makati City, hereinafter called the "Supplier".

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units (Phase VI);

WHEREAS, the Supplier submitted a responsive bid and was awarded the contract for the procurement in the total amount of **SEVENTY NINE MILLION NINE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED TWENTY PESOS AND 99/100 (Php 79,991,420.99)**, hereinafter referred to as the "Contract Price."

Witness:
MARK JON S. PALOMAR
Chairperson, HOBAC-PGCS

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a. Philippine Bidding Documents (PBD);

   - *For Procurement of Goods*

     i. Invitation to Bid;
     ii. Instruction to Bidders;
     iii. 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;
     iv. Bid Data Sheet;
     v. Schedule of Requirements;
     vi. Technical Specifications;
     vii. General and Special Conditions of Contract;
     viii. Supplemental Bid Bulletins, if any; and
     ix. Other contract documents that may be required by existing laws and/or the Entity.

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;

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 PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **SEVENTY NINE MILLION NINE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED TWENTY PESOS AND 99/100 (Php 79,991,420.99)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units (Phase VI) described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The **Philippine Ports Authority** agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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

JAY DANIEL R. SANTIAGO
General Manager
Date
PPA ID No. 00792022

GRUN TECH SOLUTIONS INC.
TIN No. 009-578-105-00000

CHRISTOPHER NIÑO L. ANGELES
Authorized Representative
Date
National ID No. 4217-8508-3293-7520

Signed in the presence of:

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

CARLO OLIVER R. MEDINA
Project Manager

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the MANILA, City/Province of _____, this _____ day of 11 NOV 2026, 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of three (3) pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of 11 NOV 2026

ATTY. MARIELLE JENELLE [illegible] LAGUERTA
Notary Public fo City of Manila- Until Dec. 31, 2026
Notarial Commission No. 2026-179
Tower 3, Sk. No. 884 N. Lopez St., Ermita, Manila
[illegible] Jan. 2, 2026
[illegible]735408- Jan. 2, 2026 at Manila
MCLE NO. VIII-0010660 valid until 4-14-2028 Roll No. 883[illegible]

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until
Roll of Attorneys No. _____
PTR No. __,
IBP No. __,

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Page No. 24
Book No. X
Series of 2026

Witness :
CARLO OLIVER R. MEDINA
Project Manager

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BY :
CHRISTOPHER NIÑO L. ANGELES
Authorized Representative

Witness :
MARK JON S. PALOMAR
Chairperson, HOBAC-PGCS

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