

Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

DEC 14 2023

This Agreement made and entered into this _____ day of _____, 2023 between **PHILIPPINE PORTS AUTHORITY, PMO-BOHOL, Port Area, Tagbilaran City** (hereinafter called the "Entity") and **G-RHINO CONSTRUCTION & SUPPLY** (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier shall execute the **REPAIR OF PASSENGER TERMINAL BUILDING, LOGO, SIGNAGE, SECURITY FENCE & GATES, PORT OF JAGNA, JAGNA, BOHOL** at PPA, PMO-Bohol (hereinafter called "the Works") and the Entity has accepted the Quotation by the Supplier for **Three Hundred Nineteen Thousand Ninety Eight Pesos and 44/100 (Php 319,098.44) only** 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 the Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Invitation for Submission of Quotation;
 - b. Request for Price Quotation form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - c. Eligibility requirements, documents and/or statements:
 - Valid Mayor's/Business Permit
 - Valid PhilGEPS Registration Number
 - Duly Notarized Omnibus Sworn Statement
 - Income/Business Tax Returns
 - PCAB License;
 - d. Performance Security;
 - e. Resolution No. 02-2023 re Recommending Award of Contract;
 - f. Notice of Award of Contract dated December 5, 2023 and the SUPPLIER's "Conforme" thereto;
 - g. Notice to Proceed; and
 - h. Other pertinent documents as may be required by existing laws and/or by PPA.
3. In consideration of the payment to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying defects therein, in Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

WITNESS:
NOEL N. CAGASAN

G-RHINO CONSTRUCTION & SUPPLY
GERINO F. DELA TORRE
Proprietor

WITNESS:
EDGAR R. ASIBAL
Chairperson, PMO-Bohol BAC

PHILIPPINE PORTS AUTHORITY
JON GABRIEL M. MANANSALA
Acting Port Manager

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, and delivered by JON GABRIELL M. MANANSALA the Acting Port Manager.

Signed, sealed, and delivered by GERINO F. DELA TORRE the Supplier.

Binding Signature of HEAD OF PROCURING ENTITY.


JON GABRIELL M. MANANSALA
Acting Port Manager

Binding Signature of Supplier


GERINO F. DELA TORRE
Proprietor

SIGNED IN THE PRESENCE OF:


EDGAR R. ASIBAL
Chairperson, PMO-Bohol BAC


NOEL N. CAGASAN

ACKNOWLEDGMENT

WITNESS:
NOEL N. CAGASAN

Republic of the Philippines)
City of TAGBILARAN CITY S.S.

BEFORE ME, a Notary Public, for and in the City of TAGBILARAN CITY,
Philippines, personally appeared the following persons with their respective
Residence Certificates, to wit:

G-RHINO CONSTRUCTION & SUPPLY
GERINO F. DELA TORRE
Proprietor

NAME	IDENTIFICATION DOCUMENT PRESENTED	PLACE/DATE ISSUED
JON GABRIEL M. MANANSALA	PPA00832022	MANILA-NOVEMBER 21, 2022
(Representing the PHILIPPINE PORTS AUTHORITY)		
GERINO F. DELA TORRE	SSS 06-1424011-7	
(Representing the G-RHINO CONSTRUCTION & SUPPLY)		

who are known to me and to me known to be the same persons who
executed and signed the foregoing instrument and who acknowledged to me that
the same is their free and voluntary act and deed, and that of the entities which
they respectively represent.

This instrument is a **REPAIR OF PASSENGER TERMINAL BUILDING, LOGO, SIGNAGE, SECURITY FENCE & GATES, PORT OF JAGNA, JAGNA, BOHOL** consisting of **three (3) pages** including this page in which the Acknowledgment is written. Pages 1 & 3 are signed on the left margin thereof and page 2 is signed at the corresponding spaces provided therefore by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS:
EDGAR R. ASIBAL
Chairperson, PMO-Bohol BAC

WITNESS MY HAND AND SEAL this DEC 14 2023 day of
City of TAGBILARAN CITY, Philippines.

PHILIPPINE PORTS AUTHORITY
JON GABRIEL M. MANANSALA
Acting Port Manager

NOTARY PUBLIC

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ATTY. LIBERATO G. CASILAN, JR.
Casilan Law and Realty
3-A CPG Avenue, Tagbilaran City
NOTARY PUBLIC until December 31, 2023
IBP Lifetime No. 00899, 02-24-97
Roll of Attorneys No. 38862, 3-14-94
TIN-145-395-000
PTR No. 4203916, issued on 11/16/2022 Bohol Province for CY 2023
NCS No. 2022-04 February 23, 2022 until December 31, 2023
MCLE Compliance VII-0010059, February 15, 2022
Valid Until April 14, 2025
For the City of Tagbilaran and Other Municipalities of Bohol

(Addendum showing the corrections, if any, made during the Bid evaluation
should be attached with this agreement)