Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE-NEGROS OCCIDENTAL
Port of Banago, Bacolod City

Contract Agreement

MAINTENANCE OF PULUPANDAN TMO BUILDING AND GENERATOR SET HOUSE, PORT OF PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL (CW-SV-05-24)

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this 28th day of August, 2024 between **PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE – NEGROS OCCIDENTAL/BANAGO/BACOLOD, Port of Banago, Bacolod City** hereinafter called the "Entity") and **KENBE CONSTRUCTION & SUPPLY** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **MAINTENANCE OF PULUPANDAN TMO BUILDING AND GENERATOR SET HOUSE, PORT OF PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL** TO **PPA, PMO-NEGROS OCCIDENTAL (CW-SV-05-24)** hereinafter called "the Works") and the Entity has accepted the Bid for **NINE HUNDRED SIXTY THOUSAND TWO HUNDRED NINETY SIX AND 53/100 PESOS (P960,296.53)** 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

   (a) Drawings/Plans
   (b) Bid Proposal (Quotation)
   (c) Notice of Award of Contract and the Bidder's conformed thereto;
   (d) Other contract documents that may be required by existing laws and/or the Entity.
      1. DTI Business Name Registration
      2. Valid and Current Mayor's /Business Permit
      3. PCAB License
      4. PhilGEPS Registration
      5. Tax Clearance
      6. Notarized Omnibus Sworn Statement

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

WITNESS:
RICHEL R. ARCEO
Acting ESD Manager

KENBE CONSTRUCTION & SUPPLY
By:
BEA BERN F. GILBOR
Owner/Proprietress

WITNESS:

PHILIPINE PORTS AUTHORITY
By:
RODEL G. LAGMAY
Acting Port Manager

5. The Contractor shall complete the works in accordance with the Drawings and the Bid Documents within FORTY-FIVE (45) Calendar Days, with the following Scope of Works:

	ITEMS		TOTAL AMOUNT
1.01	Mobilization/Demobilization and Clearing	P	7,350.00
1.02	Removal and Disposal Works		22,621.03
1.03	Concrete Works		335,205.50
1.04	Tile Works		321,964.68
1.05	Plumbing Works		85,023.75
1.06	Painting Works		19,162.94
1.07	Doors, Cabinet, Wall Panel, Stone Cladding and Genset House Roll-Up Door		168,968.63
	TOTAL AMOUNT	**P**	**960,296.53**

6. Should the Contractor refuses or fails to satisfactorily complete the works within the specified completion period inclusive of granted time extension, if any, the Contractor shall be liable for damaged for the delay and shall pay the PPA Liquidated Damages in accordance with the Annex "D" Section 3 of the Revised Implementing Rules and Regulations of R.A. 9184.

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

RODEL G. LAGMAY
Acting Port Manager

BEA BERN F. GILBOR
Owner/Proprietress

SIGNED IN THE PRESENCE OF :

RICHEL R. ARCEO
Acting ESD Manager

Shelmar Yan Panisales

A C K N O W L E D G M E N T

WITNESS:
RICHEL R. ARCEO
Acting ESD Manager

(REPUBLIC OF THE PHILIPPINES
CITY OF BACOLOD) S.S.

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

NAME	PASSPORT/ COMPANY ID	PLACE/DATE ISSUED
RODEL G. LAGMAY	**PPA00262003**	**Metro Manila**
BEA BERN F. GILBOR	**TIN #: 280-269-418**	**Bacolod City**

KENBE CONSTRUCTION & SUPPLY
By:
BEA BERN F. GILBOR
Owner/Proprietress

who are known to me 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 CONTRACT/AGREEMENT for the **MAINTENANCE OF PULUPANDAN TMO BUILDING AND GENERATOR SET HOUSE, PORT OF PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL** TO **PPA, PMO-NEGROS OCCIDENTAL (CW-SV-05-24)** consisting of Three (3) pages including this page in which the Acknowledgement 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 MY HAND AND SEAL this day of _____ at BACOLOD CITY, Philippines.

WITNESS:

NOTARY PUBLIC

ATTY. JERRY P. BASIAO
NOTARY PUBLIC FOR THE CITIES OF BACOLOD
TALISAY, MUN. OF MURCIA & DSB
NP NO. 25-0017 VALID UNTIL DECEMBER 31, 2025,
MACRIS BLDG. SAN-SEBASTIAN ST., BACOLOD CITY
MOBILE NO. 09190007003 ROLL NO. 31623 MANILA
IBP LIFETIME MEMBER O.R. 05531/
SEPTEMBER 27, 2005. PTR NO. 9715110/ JAN. 2, 2024,
BACOLOD CITY. MCLE NO. VII-002794 /APRIL 14, 2025

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PHILIPINE PORTS AUTHORITY
By:
RODEL G. LAGMAY
Acting Port Manager

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