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

Contract Agreement

MAINTENANCE OF PTB CANOPY,
PORT OF BANAGO, BACOLOD CITY, NEGROS OCCIDENTAL
(CW-SV-09-24)

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this 25th day of September, 2024 between **PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE – NEGROS OCCIDENTAL/BANAGO/BACOLOD, Port of Banago, Bacolod City** hereinafter called the "Entity") and **JMPTECH CONSTRUCTION & SUPPLY** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **MAINTENANCE OF PTB CANOPY, PORT OF BANAGO, BACOLOD CITY, NEGROS OCCIDENTAL** TO **PPA, PMO-NEGROS OCCIDENTAL (CW-SV-09-24)** hereinafter called "the Works") and the Entity has accepted the Bid for **NINE HUNDRED NINETY EIGHT THOUSAND NINETY AND 05/100 PESOS (P 998,090.05)** 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

JMPTECH CONSTRUCTION & SUPPLY
By:
EMARKEN D. PANISALES
Owner/Proprietor

WITNESS:
Meggie M. Parungao

PHILIPPINE PORTS AUTHORITY
By:
ROMEL 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	8,400.00
1.02	Improvement of Concrete Pedestals of Canopy		36,892.80
1.03	Improvement of Roofing Canopy		952,797.25
	TOTAL AMOUNT	**P**	**998,090.05**

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.

RODELL G. LAGMAY
Acting Port Manager

EMARKEN D. PANISALES
Owner/Proprietor

SIGNED IN THE PRESENCE OF :

RICHEL R. ARCEO
Acting ESD Manager

Megan M. Parungao

WITNESS:

RICHEL R. ARCEO
Acting ESD Manager

JMPTECH CONSTRUCTION & SUPPLY
By:

EMARKEN D. PANISALES
Owner/Proprietor

WITNESS:

Megan M. Porungco

PHILIPPINE PORTS AUTHORITY
By:

RODEL G. LAGMAY
Acting Port Manager

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

(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**
EMARKEN D. PANISALES	**PRN J81170169349 P**	**Bacolod City**

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 PTB CANOPY, PORT OF BANAGO, BACOLOD CITY, NEGROS OCCIDENTA** TO **PPA, PMO-NEGROS OCCIDENTAL (CW-SV-09-24)** 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 SEP 25 2024' at BACOLOD CITY, Philippines.

NOTARY PUBLIC

ATTY. MARYGOLD G. LEMONCITO
NOTARY PUBLIC
For the Cities of Bacolod, Talisay & Silay and the Mun. of Murcia
Don Salvador Benedicto, Negros Occidental
NP#0010-24. Valid until December 31, 2024
PTR O.R. No. 9711169 - 01/03/2024, Bacolod City
MCLE Compliance VII No. 0015162 until 04/14/2025
IBP Lifetime Member No. 12053
Roll of Attorney's No. 41000
T6-1 888 Chinatown Square, Gatuslao Road, Bacolod City

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