

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

Contract Agreement

MAINTENANCE OF GATES AND WALKWAY CANOPY
PORT OF PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL
(CW-SV-05-25)

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this 7th day of July, 2025 between **PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE – NEGROS OCCIDENTAL/BANAGO/BAOLOD, Port of Banago, Bacolod City** hereinafter called the “Entity”) and **SP CIVIL ENGINEERING CONSTRUCTION** (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute **MAINTENANCE OF GATES AND WALKWAY CANOPY, PORT OF PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL TO PPA, PMO-NEGROS OCCIDENTAL (CW-SV-05-25)** hereinafter called “the Works”) and the Entity has accepted the Bid for **NINE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED SIXTY FOUR AND 31/100 PESOS PESOS (P 984,464.31)** 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

SP CIVIL ENGINEERING CONSTRUCTION
By:


SHELMARA D. PANISALES
Owner/Proprietor

WITNESS:


KESSIA MARIE S. MAGANUA

PHILIPPINE PORTS AUTHORITY
By:


RODERIC G. LAGMAY
Port Manager

5. The Contractor shall complete the works in accordance with the Drawings and the Bid Documents within SIXTY (60) Calendar Days, with the following Scope of Works:

ITEMS		TOTAL AMOUNT	
1.01	Mobilization/Demobilization and Clearing	P	7,691.57
1.02	Removal and Disposal Works		24,595.20
1.03	Excavation Works		16,268.70
1.04	Concrete/Masonry Works		181,343.48
1.05	Steel Works		754,565.36
TOTAL AMOUNT		P	984,464.31

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
Port Manager


SHELMARYAN D. PANISALES
Owner/Proprietor

SIGNED IN THE PRESENCE OF :


RICHEL R. ARCEO
Acting ESD Manager


LESSIE MARIE S. AGUILAR

ACKNOWLEDGMENT

(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
SHELMAR YAN D. PANISALES	FO1-12002854	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 GATES AND WALKWAY CANOPY, PORT OF
PULUPANDAN, PULUPANDAN, NEGROS OCCIDENTAL TO PPA, PMO-
NEGROS OCCIDENTAL (CW-SV-05-25) 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 07 JUL 2025 at
BACOLOD CITY, Philippines.

ATTY. JERRY P. BASIAO
NOTARY PUBLIC
FOR THE CITIES OF BACOLOD TALISAY, MUN. OF MURCIA
& DON SALVADOR BENEICTO
NP NO. 25-0017 UNTIL DECEMBER 31, 2025
MACRIS BLDG., SAN-SEBASTIAN STREET, BACOLOD CITY
MOBILE NO. 09100007003 ROLL NO. 31623, MANILA
IBP LIFETIME MEMBER O.R./ SEPTEMBER 27, 2001
PTR NO. 0029455/ JAN. 2, 2025
MCLE NO. VII-0008036 / APRIL 14, 2025

Doc. No. 1912
Page No. 39
Book No. 91
Series of 20 25

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

WITNESS:
RICHEL R. ARCEO
Acting ESD Manager

SP CIVIL ENGINEERING CONSTRUCTION
By:
SHELMAR YAN D. PANISALES
Owner/Proprietor

WITNESS:
KESIA MARIE S. MACBANUA

PHILIPPINE PORTS AUTHORITY
By:
RODEL G. LAGMAY
Port Manager