CONTRACT FOR

Maintenance of Parking Area beside Admin. Building, Port of Ozamiz, Ozamiz City, Misamis Occidental

THIS CONTRACT executed on the 2nd day of July 2026 between:

Philippine Ports Authority, Port Management of Misamis Occidental/Ozamiz (PMO MOZ), a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

RSMA Builders and General Merchandise Filipino of legal age or a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at **Guba, Clarin, Misamis Occidental**, hereinafter called "the Contractor".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly ***Maintenance of Parking Area beside Admin. Building, Port of Ozamiz, Ozamiz City, Misamis Occidental***;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of ***Nine Hundred Ninety Five Thousand Forty Five Pesos and Six Centavos only (Php 995,045.06)***, hereinafter referred to as the "Contract Price."

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 be deemed to form and be read and construed as integral part of this Contract, *viz.*:

a) Philippine Bidding Documents (PBD);

i. Drawings/Plans;

ii. Scope of Work;

iii. Invitation to Bid;

iv. Instructions to Bidders;

v. Bid Data Sheet;

vi. 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;

vii. Bill of Quantities;

viii. General and Special Conditions of Contract;

ix. Supplemental Bid Bulletins, if any; and

x. Other contract documents that may be required by existing laws and/or the Entity.

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 ***Nine Hundred Ninety Five Thousand Forty Five Pesos and Six Centavos only (Php 995,045.06)***, 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 ***Maintenance of Parking Area beside Admin. Building, Port of Ozamiz, Ozamiz City, Misamis Occidental*** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4) The ***Philippine Ports Authority, Port Management of Misamis Occidental/Ozamiz (PMO MOZ)*** 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 (RA) 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

For the Procuring Entity

Head of the Procuring Entity or Duly Authorized Representative:

SALVADOR L. DELINA
Port Manager

For the Bidder

Duly authorized to sign the Contract for and behalf of *RSMA Builders and General Merchandise*:

RONALD P. DINULOS
Proprietor

Signed in the presence of:

JASON F. BASTILLADA
Witness – Procuring Entity

LIONEL VAN DINULOS
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the OZAMIZ CITY, City/Province of _____, this _____ day of 03 JUL 2025 20_____, 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 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 03 JUL 2025 20 _____.

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____, _____, _____
[date issued] [place issued]
IBP No. _____, _____, _____
[date issued] [place issued]

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Series of 2025

MARGARETTE B. ANOULD
Notary Public for Ozamiz City and the Municipality of Clarin, Misamis Occidental Until December 31, 2026
3F-1, City Park Avenue, City Hall Drive Ozamiz
Notarial Commission No. 2025-06
IBP Lifetime No. [illegible] January 3, 2026
PTR No. [illegible] January 5, 2026
MCLE Exempt Admitted to the Bar on January 24, 2025
Roll No. [illegible] TIN 336-054-377-000