

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PMO-NCR North
PMO Admin. Bldg., Mel Lopez Blvd.
North Harbor, Tondo, Manila

CONTRACT AGREEMENT
FOR THE CONSTRUCTION AND INSTALLATION OF STEEL GATES, GUARD HOUSE,
CAR BARRIER AND CONCRETE BARRIER SEPARATOR AT ISLA PUTING BATO/ICX
ROADWAY, NORTH HARBOR, TONDO, MANILA

This Agreement made and entered into this DEC 02 2021 day of 2021, in Manila
Philippines, by and between: **QUEZON CITY**

PHILIPPINE PORTS AUTHORITY, PMO-NCR NORTH (PPA), a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PMO Admin. Building, Mel Lopez Blvd., North Harbor, Tondo, Manila, represented herein by its Port Manager, **ANNIE LEE F. MANESE**.

-and-

MR PALABAO CONSTRUCTION AND SUPPLIES, duly organized and existing in accordance with Philippine laws, with principal office address at 780 Mansanas Street, Napico, Brgy. Manggahan, Pasig City, represented herein by its Authorized Representative, **MARK ROMEL I. PALABAO**.

WHEREAS, the Entity is desirous that the Contractor execute the Construction and Installation of Steel Gates, Guard House, Car Barrier and Concrete Barrier Separator at Isla Puting Bato/ICX Roadway, North Harbor, Tondo, Manila, with an approved Budget for the Contract (ABC) of **Php1,086,296.22**, and the Entity has accepted the Bid for **ONE MILLION SEVENTY ONE THOUSAND EIGHT HUNDRED SEVENTY ONE PESOS AND 65/100 (Php1,071,871.65)** 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 meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;

Witness:

GLYNNIES ANN LEE GARCIA

MR PALABAO CONSTRUCTION & SUPPLIES
BY: 
MARK ROMEL I. PALABAO
General Manager

Witness:

EVELYN I. REGLA
RMD Manager

PHILIPPINE PORTS AUTHORITY
BY: 
ANNIE LEE F. MANESE
Port Manager

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- 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 PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.


3. In consideration of the sum of **ONE MILLION SEVENTY ONE THOUSAND EIGHT HUNDRED SEVENTY ONE PESOS AND 65/100 (Php1,071,871.65)** or such other sums as may be ascertained, **MR PALABAO CONSTRUCTION AND SUPPLIES** agrees to execute the Construction and Installation of Steel Gates, Guard House, Car Barrier and Concrete Barrier Separator at Isla Puting Bato/ICX Roadway, North Harbor, Tondo, Manila, in accordance with its Bid.

4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In execution of its Works, **MR PALABAO CONSTRUCTION AND SUPPLIES** shall likewise hold **PPA** free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.

6. The failure of **PPA** to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of **PPA** shall not be considered as condonation or waiver of any breach or default by **MR PALABAO CONSTRUCTION AND SUPPLIES** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Witness:

GLYNNIES ANALE B. GARCIA

BY: 
MARK ROMEL I. PALABAO
General Manager

Witness:

EVELYN I. REGLA
RMD Manager

BY: 
ANNIE LEE F. MANESE
Port Manager

MR PALABAO CONSTRUCTION & SUPPLIES

PHILIPPINE PORTS AUTHORITY

PHILIPPINE PORTS AUTHORITY

PMO-NCR NORTH

TIN No.000-352-232-003

By:

ANNIE LEE F. MANESE

Port Manager

MR PALABAO CONSTRUCTION

AND SUPPLIES

TIN No. 414-822-234-000

By:

MARK ROMEL I. PALABAO

General Manager

WITNESSES

EVELYN I. REGLA

RMD Manager

GLYNNIES ANNE B. GARCIA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of ~~Manila~~ **QUEZON CITY**) S.S.

QUEZON CITY

DEC 02 2021

BEFORE ME, a Notary Public for and in the City of Manila, this _____ day of _____, 2021, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Annie Lee F. Manese	PPA ID No. 00441981		
Mark Romel I. Palabao	SSS ID No. 0111-8025106-6		

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

POSITION	COMPANY	CTC No.	DATE	PLACE
Port Manager	Phil. Ports Authority			
General Manager	MR Palabao Const. & Supplies	06879362	01/07/21	Pasig City

The foregoing instrument is a Contract for the Construction and Installation of Steel Gates, Guard House, Car Barrier and Concrete Barrier Separator at Isla Puting Bato/ICX Roadway, North Harbor, Tondo, Manila, consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

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Series of 2021

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. (Until Dec. 31, 2021)
Adm. No. 10001 (2020-2021)
PTR No. 10001 (2020-2021)
MCLE COMB. No. 10001 (Until 4-14-22)
20 Kamagong St., Pasig City, Pasig City, Quezon City
TEL No. 138-541-197-000