

**Philippine Ports Authority
Port Management Office - Surigao
Port Area, Surigao City**

CONTRACT AGREEMENT

Project Title: **Lumpsum Materials, Labor & Equipment for the
Repair/Improvement of Damaged Steel Gates at
Gate No. 1 & 3**

Location : **Port of Surigao, Surigao City**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 26th day of June 2023 in the City of Surigao, Philippines, by and between:

THE PHILIPPINE PORTS AUTHORITY, a government corporation created under Presidential Decree No. 857, as amended, with principal office at Port Area, Barangay Taft, Surigao City, represented herein by its duly authorized Acting Port Manager, **FROILAN U. CATURLA**, hereinafter referred to as the “**PPA**”;

-and-

ARIANOS CONSTRUCTION, a business name or firm registered in the Philippine Government Electronic Procurement System (PhilGEPS), represented in this act by its duly authorized representative, **CHARLES S. PATES** Filipino of legal age, married and a resident of Bacolod St. Purok 1A, Doongan, Butuan City, hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH:

WHEREAS, the **PPA** conducted a negotiated procurement by small value procurement and advertised and posted on the PhilGEPS, PPA Website as well as in its bulletin board on June 8 to 13, 2023, a request for submission of price quotations for the Lumpsum materials, labor & equipment for the Repair/Improvement of Damaged Steel Gates at Gate Nos. 1 & 3, Port of Surigao, Surigao City.

WHEREAS, the **CONTRACTOR** submitted their respective proposal and found to have the lowest price quotation in the total amount of **SIX HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED NINETY PESOS & 80/100 (P 666,590.80)** Philippine Currency:

WHEREAS, the **PPA** is in need of the services of the **CONTRACTOR** who shall provide materials, labor and tools/equipment necessary for the proper and faithful performance of the work describe below;

WHEREAS, the **CONTRACTOR** is amenable to render services to the **PPA**;

NOW THEREFORE for and in consideration of the foregoing premises, the parties hereby state and agreed, as they do hereby agree, and contract as follows:

1. That all works called for under this agreement shall be performed in accordance with the plans and specification herein attached, under the supervision of the PPA Engineer

duly appointed by the **PPA**. Any deviation from these plans must be rendered in writing by the Engineer;

2. That the work shall be carried out using materials, labor & tools/equipment based methods under the direction of the Engineer;
3. That the **CONTRACTOR** hereby covenants to execute and complete the works in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
I. Chipping/Removal of Anchorage of Damaged Steel Gate Panel	51,155.69
II. Repair Works at Gate No. 1	333,455.82
III. Repair Works at Gate No. 3	229,461.76
IV. Reinstallation of Steel gate Panels and Restoration Of Chipped-off Concrete Columns	31,795.21
V. Repainting of Steel Gate Panel and Roofing and Gate 1 Guardhouse Interior, Concrete Columns	20,722.32
TOTAL AMOUNT (Inclusive of VAT)	P 666,590.80

4. That the **CONTRACTOR** shall employ, where available, unskilled workers from the barangay where the project is located, workers from the municipality or city where the project is situated and skilled workers from the province which has jurisdiction over the project;
5. That the Engineer may stop or suspend the work at anytime he deems it to be necessary by informing the **CONTRACTOR** in writing. In such cases payment shall be made based on the amount of work completed;
6. That if in the opinion of the Engineer the work is not performed in accordance with the plans and specification is unreasonably delayed then the contract may be terminated and claims for partial payments shall be based on completed work acceptable to the Engineer;
7. That the **CONTRACTOR** agrees and obligates itself to perform and complete all works provided for in this Contract within **Ninety (90) Calendar Days**, reckoned on the date of receipt of the Purchase Order (PO) issued by **PPA**;
8. That in case the **CONTRACTOR** refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the **CONTRACTOR** shall pay the **PPA** for liquidated damages, and not by way of penalty, an amount of at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay;
9. That the **CONTRACTOR** shall work at least 6 days a week including Sunday and public holidays until such time as the works are completed and accepted by the Engineer;

10. That the **PPA** shall not be held liable for any obligation arising from the injury, sickness, disability or death or the group members;
11. That the contract creates no employer/employee relationship between the **PPA** and the **CONTRACTOR** or any of its workers;
12. That for and in consideration of the herein services, the **PPA** shall pay the **CONTRACTOR** the sum of **SIX HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED NINETY PESOS & 80/100 (P 666,590.80)** Philippine Currency.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place above written.

**PHILIPPINE PORTS AUTHORITY
PMO-SURIGAO**

by:


FROILAN U. CATURLA
Acting Port Manager


ARIANOS CONSTRUCTION

by:


CHARLES S. PATES
Owner

Signed in the presence of:


ATTY. RAFFY M. LAFUENTE
Division Manager A - Finance


Hazel P. Tabarez

RECOMMENDING APPROVAL:


ATTY. ROLDAN G. CALEJESAN
PSD Manager/BAC Chairman

APPROVED BY:


FROILAN U. CATURLA
Acting Port Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF SURIGAO) S.S.

BEFORE ME, a Notary Public, for and in the City of Surigao, Philippines, on this 26th day of June 2023 personally appeared:

Name	CTC No.	Place Issued	Date Issued
FROILAN U. CATURLA	<u>26854917</u>	<u>Surigao City</u>	<u> </u>
CHARLES S. PATES	<u>26854912</u>	<u>Butuan City</u>	<u>11/27/2023</u>

known to me and to me known to be the same persons who executed the foregoing instrument as:

Position	Company	CTC No.	Place Issued	Date Issued
Port Manager	Philippine Ports Authority	<u> </u>	<u>Surigao City</u>	<u> </u>
Owner	Arianos Construction	<u>26854917</u>	<u>Butuan City</u>	<u>11/27/2023</u>

and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act of the entity which they respectively represent.

The foregoing instrument refers to a Contract Agreement consisting of three [4] pages including the page on which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 26th day of June 2023 at Surigao City, Philippines.

Doc. No. 1138 :
Page No. 88 :
Book No. 4 :
Series of 2023;

ATTY. MELICENT C. LIANZA
NOTARY PUBLIC
UNTIL DEC 31, 2023
Roll No. 57730
PTR No. 1323849 / 01-05-2023
IBP OR No. 229336 / 06.03.2022
MCLE Compliance No. VII-0005826
Valid until April 14, 2025
0131 Meehleib Bldg, Door 4, Rizal St.
Brgy. Washington, Surigao City 8400