

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

CONTRACT AGREEMENT

Project Title: **Lumpsum Materials, Labor & Equipment for the
Repair of RC Drainage Canal Cover and Concrete Pavement
at Gate 1**
Location : **Port of Surigao, Surigao City**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 11th day of October 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-

RJB CONSTRUCTION AND SUPPLY, a business name or firm registered in the Philippine Government Electronic Procurement System (PhilGEPS), represented in this act by its duly authorized representative, **RAUL C. BOQUILON**, Filipino of legal age, married and a resident of Sitio Cayutan, Brgy. Cagniog, Surigao 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 October 4 to 9, 2023, a request for submission of price quotations for the **Lumpsum Materials, labor & materials for the Repair of RC Drainage Canal Cover and Concrete Pavement at Gate 1, 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 **TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED PESOS & 00/100 (P 262,500.00)** 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 and methods based 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. Wooden Barricades and Signages	P 9,000.00
II. Chipping, Removal and Disposal of Damaged Canal Cover and Pavement	99,500.00
III. Formworks and Underpinning	24,400.00
IV. Base Preparation and Compaction	5,300.00
V. Steel Reinforcement	40,000.00
VI. Concreting Works	73,800.00
VII. Removal of Forms and Underpin Materials and Concrete Curing	10,500.00
TOTAL AMOUNT (Inclusive of VAT)	P 262,500.00

4. That the **CONTRACTOR** shall employ, whenever applicable, 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 or when lawful cause/s arise 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 or is unreasonably delayed then the contract may be terminated and claims for partial payments shall be based on actual 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 **Forty Five (45) Calendar Days**, reckoned on the date of receipt of the Purchase Order (PO) issued by **PPA**;
8. As regard fortuitous event or force majeure it shall be interpreted to mean an event which the parties could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the **CONTRACTOR** in which it shall not be excused from fulfilling its obligation;
9. 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;

10. That the **CONTRACTOR** shall set its workers/laborer to work at least six (6) days a week including Sunday and public holidays until such time as the works are completed and accepted by the Engineer;
11. That the **PPA** shall not be held liable for any obligation arising from the injury, sickness, disability or death or of the workers employed by the contractor;
12. Likewise, the **CONTRACTOR** shall abide with existing Labor Laws; including by but not limited to safety standards and regulations;
13. That the contract creates no employer/employee relationship between the **PPA** and the **CONTRACTOR** or any of its workers;
14. That for and in consideration of the herein services, the **PPA** shall pay the **CONTRACTOR** the sum of **TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED PESOS & 00/100 (P 262,500.00)** Philippine Currency only after completion of the said work.
15. Any conflict herein shall be resolved amicably by the Parties. Where amicable settlement fails, the issue shall be brought for action before the proper court of Surigao City, Surigao del Norte, to the exclusion of all other courts.
16. This Contract may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both the **PPA** and the **CONTRACTOR**.

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

ATTY. RAFFY M. LAFUENTE
Division Manager A - Finance

RECOMMENDING APPROVAL:

ATTY. ROLDAN G. CALEJESAN
PSD Manager/BAC Chairman

APPROVED BY:

FROILAN U. CATURLA
Acting Port Manager

RJB CONSTRUCTION AND SUPPLY

by:

RAUL C. BOQUILON
Owner

Signed in the presence of:

JONATHAN ONGCOY

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 _____ day of _____ 2023 personally appeared:

Name	Competent Evidence of Identity (ID)	Place Issued	Date Issued
FROILAN U. CATURLA	_____	Surigao City	_____
RAUL C. BOQUILON	<u>PNC ID 0039332</u>	Surigao City	<u>10/10/2016</u>

known to me and to me known to be the same persons who executed the foregoing instrument 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 four [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 11th day of October 2023 at Surigao City, Philippines.

Doc. No. 1015 :
Page No. 79 :
Book No. 1 :
Series of 2023;

NOTARY PUBLIC
ATTY. CHRISTIAN MARC E. LIANZA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
Roll No. 83019
PTR No. 132349/ January 5, 2023
IBP O. R No. 280581/ January 10, 2023
MCLE Compliance exempt. Admitted to the Bar in 2022
Door 4, Meehleib Building, Rizal St.
Brgy. Washington, Surigao City