

**Contract Agreement Form for the
Contract for the Improvement of Crash Fire Gate with Access Road**

CONTRACT AGREEMENT

THIS AGREEMENT, made this 26th day of April, 2024 between **PORO POINT MANAGEMENT CORPORATION** with office address, Gov. Joaquin L. Ortega Avenue, Poro Point Freeport Zone, Poro, City of San Fernando La Union (hereinafter called the "Entity") and **SKYNET CONSTRUCTION & ENGINEERING SERVICES** with office address, Blk. 2, Lot 4, Belen Street, Melendres Subdivision, Dolores, Taytay, Rizal (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Contract for the Improvement of Crash Fire Gate with Access Road** (hereinafter called "the Works") and the Entity has accepted the Bid for **Three Million One Hundred Fifty-Nine Thousand One Hundred Eighty-Two Pesos and Eight-Six Centavos (Php 3,159,182.86)** 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 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;
- v. Supplemental or Bid Bulletins, if any;


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. Construction schedule and S-curve;
- f. Manpower Schedule;
- g. Construction methods;

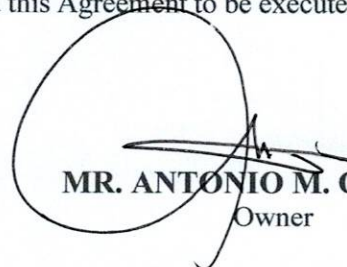
- h. Equipment Utilization schedule;
 - i. Construction safety and health program by the Department of Labor and Employment;
 - j. PERT/CPM or other acceptable tools of project scheduling;
 - k. Affidavit of No Sub-Contracting;
 - l. Statement under Oath that the bidder is free from any tax liabilities.
3. Liquidated Damages
- a. When the CONTRACTOR fails to satisfactorily perform the works under the contract within the construction schedule, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for damages in the amount equal to at least one tenth (1/10) of one percent (1%) of the costs of the unperformed portion of the works for every day of delay or ten percent (10%) of the total contract price whichever is higher but in no case shall exceed the aforesaid ten percent (10%) until such works are finally completed and accepted by PPMC.
 - b. PPMC need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the CONTRACTOR, or collected from any securities or warranties posted by the CONTRACTOR, whichever is convenient to the PPMC. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event PPMC shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid and or immediately sue the contractor.
4. In consideration for the sum of **Three Million One Hundred Fifty-Nine Thousand One Hundred Eighty-Two Pesos and Eight-Six Centavos (Php 3,159,182.86)** or such other sums as may be ascertained, **Skyнет Construction & Engineering Services** agrees to **Improve the Crash Fire Gate with Access Road** in accordance with his/her/its Bid.
5. The **Poro Point Management Corporation** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


ATTY. FELIX S. RACADIO
 President and CEO

for:

Poro Point Management Corporation



MR. ANTONIO M. OCAMPO
 Owner

for:

Authorized Managing Officer/ Proprietor

SIGNED IN THE PRESENCE OF


LENIMA B. JUAN
 Poro Point Management Corporation


EMMYLOU B. MIDEI
 Skyнет Construction & Engineering
 Services

ACKNOWLEDGMENT

Republic of the Philippines)
 Province of La Union) SS.
 Mun of Caba)

BEFORE ME, a Notary Public, in and for the above jurisdiction, personally appeared:

NAME	GOVERNMENT ISSUED I.D.	DATE/ PLACE OF ISSUE
Poro Point Management Corporation		
Atty. Felix S. Racadio	IBP ID No. 02092	
Skynet Construction & Engineering Services		
Mr. Antonio M. Ocampo	Pass port No. PG111874A	Feb 21, 2018 DFA NCR Northeast

Known to me and to me known to be the same persons who executed the foregoing CONTRACT and they acknowledged to me that the same is the product of their true, voluntary act and deed and that of corporations they represent.

The foregoing CONTRACT consists of three (3) pages, including the page on which this acknowledgment is written and duly signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 26 day of April, 2024 in Caba, La Union, Philippines.

Doc. No. 403
 Page No. 82
 Book No. LXI
 Series of 2024

MHELANE/CAIREON WILLIAM
 Notary Public
 Notary Public until December 31, 2024
 Notarial Commission No. 2023-07 BG
 Roll of Attorney 64072: 04-27-15
 MCLE Compliance VII-0001972
 TIN No. 252-471-854-000
 Poblacion Sur, Caba, La Union