

A.I.Y.U Contractors

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE – SOCSARGEN
Makar Wharf, General Santos City

CONTRACT

FOR

PROPOSED IMPROVEMENT OF TEMPORARY PASSENGER
TERMINAL BUILDING AT TRANSIT SHED NO. 1,
PORT OF GENERAL SANTOS, MAKAR WHARF,
GENERAL SANTOS CITY

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this NOV 14 2015 day of 2015,
in the City of General Santos, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government corporation created under Presidential Decree No. 857, as amended, with principal office at Bonifacio Drive, South Harbor, Port Area, Manila, represented by its duly authorized Port Manager of the Port Management Office (PMO) for SOCSARGEN at Makar Wharf, General Santos City, **LUIS A. CUISON**, and hereinafter referred to as **PPA**;

- And -

A.I.Y.U BUILDERS & ENTERPRISES, a duly registered and licensed business entity, with business and postal address at Magsaysay Street, Dipolog City, represented herein by its Proprietor, **ANGELO I. YU**, and hereinafter referred to as **CONTRACTOR**.

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR), the Bids and Awards Committee for Engineering Projects (BAC-EP) posted at the PPA website, GEPS and at the PPA, PMO-SOCSARGEN Bulletin Board from September 9-15, 2015, an Invitation to Bid for the project Proposed Improvement of Temporary Passenger Terminal Building at Transit Shed No. 1, Port of General Santos, Makar Wharf, General Santos City. The same Invitation to Bid was likewise posted in the Philippine Star on September 9, 2015;

WHEREAS, during the opening of bids on October 8, 2015, only one (1) bidder, the **CONTRACTOR** submitted its bid. The **CONTRACTOR**, upon evaluation of its bid, was rated as passed in its Technical and Financial Proposals;

WHEREAS, after the said opening of bids and the corresponding conduct of bid evaluation and required post-qualification, the bid submitted by the

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CONTRACTOR at its unit and lump sum prices set forth in its proposal was found to be the single calculated and responsive bid in the amount of **SEVEN MILLION TWO HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED NINETY FIVE PESOS AND EIGHT CENTAVOS (Php7,247,995.08)** Philippine Currency;

WHEREAS, the aforesaid bid of the CONTRACTOR is lower than the Approved Budget of the Contract which is **SEVEN MILLION TWO HUNDRED SIXTY TWO THOUSAND NINE HUNDRED FOUR PESOS (Php7,262,904.00)** Philippine Currency;

WHEREAS, pursuant to **BAC-EP Resolution No. 18 Series of 2015 dated October 15, 2015**, duly approved by the PPA Port Manager, award of the contract was made to the CONTRACTOR in a letter dated October 21, 2015, in the amount of **SEVEN MILLION TWO HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED NINETY FIVE PESOS AND EIGHT CENTAVOS (Php7,247,995.08)**, Philippine Currency;

WHEREAS, the CONTRACTOR duly accepted the award by signing its Conformé on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

ARTICLE I

CONTRACT DOCUMENTS

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit

- a. Contract
- b. Conditions of Contract
- c. Drawings/Plans
- d. Specifications
- e. Invitation to Bid
- f. Instruction to Bidders
- g. Addenda
- h. Bid Proposal including the following documents/annexes:

Technical Bid:

- 1) Eligibility Documents
- 2) Bid Security;
- 3) Duly Signed Contract Organizational Chart
- 4) Statement of Availability of Key Personnel
- 5) Statement of Availability of Equipment Owned, Under Lease and/or has Under Purchase Agreements that may be Used for the Contract
- 6) List of Contractor's Equipment
- 7) Omnibus Sworn Statement
- 8) Other documents submitted

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Financial Bid:

- (1) Bid Proposal
- (2) Bid Prices in the Bill of Quantities
- (3) Detailed Estimates
- (4) Cash Flow by Quarters and Payment Schedule

- j. Performance Security
- k. Notice of Award of Contract and Contractor's "Conforme" thereto
- l. Notice to Proceed
- m. Other contract documents that may be required by PPA

1.03 All contract documents are and shall remain as the property of the PPA.

1.04 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the contract documents referred to above.

ARTICLE II

**CONTRACTOR'S UNDERTAKING
SCOPE OF WORK**

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the said CONTRACTOR as stated in the contract documents and this Contract, hereby covenants to execute and complete the contract Proposed Improvement of Temporary Passenger Terminal Building at Transit Shed No. 1, Port of General Santos, Makar Wharf, General Santos City, in conformity in all respects with the provisions of this Contract, as follows:

Item #	Scope of Works	Unit	Quantity	Unit Price	Amount
I	TILING WORKS INCLUDING INSTALLATION OF STAINLESS STEEL RAILING FOR PWD AND CR	SQ.M.	1,130.00	1,093.90	1,236,107.00
II	CEILING WORKS	SQ.M.	1,120.00	1,461.67	1,637,070.40
III	SUPPLY AND INSTALLATION OF LED LIGHTS WITH HOUSING INCLUDING INSTALLATION OF SMOKE DETECTOR	LOT	1.00	519,028.38	519,028.38

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IV	SUPPLY AND INSTALLATION OF WOODEN DOUBLE WALL PARTITION INCLUDING COVERING OF POLYCARBONATE SHEET AT EXISTING SIX (6) DOOR HEADERS ALUMINUM LOUVER AND SCREEN ABOVE WOODEN PARTITION	LOT	1.00	344,916.00	344,916.00
V	SUPPLY AND INSTALLATION OF FIXED TEMPERED GLASS PARTITION WITH ANALOK FRAME INCLUDING RECTIFICATION OF EXISTING GLASS DOOR ELEVATION AND INSTALLATION OF ONE UNIT DOUBLE SWING DOOR WITH ANALOK FRAME	LOT	1.00	763,302.15	763,302.15
VI	SUPPLY AND FABRICATION OF CUSTOM, IMMIGRATION AND QUARATINE (CIQ) BOOTH INSTALLATION OF FLOOR MOUNTED OUTLETS FOR KIOSK, X-RAY ROOM AND CIQ BOOTH	UNITS	6.00	54,738.06	328,428.36
VII	SUPPLY AND INSTALLATION OF CELLPHONE/LAPTOP CHARGING STATION	LOT	1.00	28,053.09	28,053.09
VIII	SUPPLY AND INSTALLATION OF PROVISIONS FOR DRAINAGE AND WATER SUPPLY FOR CANTEEN	LOT	1.00	11,468.34	11,468.34
IX	SUPPLY AND INSTALLATION OF THIRTY THREE (33) SETS 10 WATTS LED FLOOD LIGHT AT CANOPIES INCLUDING UNIVERSAL OUTLETS.	LOT	1.00	136,757.79	136,757.79

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	BREAKERS FOR LIGHTING SWITCH AND WIRINGS FOR POWER SUPPLY				
X	SUPPLY AND INSTALLATION OF SIX (6) UNITS AIR CURTAIN INCLUDING 18-BRANCH PANEL BOARD, PUSH BUTTON CONTRACTOR, INDIVIDUAL BREAKER AND WIRINGS	LOT	1.00	652,645.89	652,645.89
XI	SUPPLY AND FABRICATION OF SIXTY (60) SETS MOVABLE MESH WIRE STEEL FENCE BARRIERS INCLUDING SUPPLY OF STRAP BARRIERS AND STAINLESS GARBAGE BINS	LOT	1.00	632,161.53	632,161.53
XII	SUPPLY OF MATERIALS, LABOR AND EQUIPMENT FOR THE INSTALLATION OF FIRE HOSE, BOXES WITH FIRE EXTINGUISHER AND 10 UNITS TWIN HEAD EMERGENCY LIGHTS	UNITS	4.00	37,727.24	150,908.96
XIII	SUPPLY AND INSTALLATION OF FOUR (4) SETS DIAPER CHANGING TABLE, FOLDABLE PARTITION AT BREAST FEEDING STATION INCLUDING IMPROVEMENT OF FACILITIES AT EXISTING MALE AND FEMALE COMFORT ROOM AT FAMILY REST ROOM AND INSTALLATION OF STAINLESS STEEL RAILING ON EXISTING AND NEW PWD RAMP	LOT	1.00	143,853.84	143,853.84
XIV	REPAINTING OF EXTERIOR AND INTERIOR CONCRETE STRUCTURES OF TEMPORARY PASSENGER TERMINAL BUILDING	SQ.M.	3,645.00	154.23	562,168.35





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	INCLUDING NEWLY INSTALLED WOODEN PARTITION AND EXISTING RAIL AND CANOPY OUTSIDE PTB				
XV	CONSTRUCTION SAFETY AND HEALTH PROGRAM INCLUDING INSTALLATION OF PROJECT BILLBOARD	i.s.	1.00	101,125.00	101,125.00
TOTAL AMOUNT OF BID					7,247,995.08

- 2.02 The CONTRACTOR agrees to commence, perform and complete the work called for and defined in this Contract at its sole cost and expense, and to fully and faithfully furnish all materials, tools, labor supplies, equipment, services and superintendence for the implementation of this Contract in accordance with the schedule in the contract documents forming integral parts of this Contract.
- 2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machineries, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the Contract, shall be in accordance with the contract documents.
- 2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

ARTICLE III

CONSIDERATION

- 3.01 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract and contract documents, the PPA agrees to pay the CONTRACTOR the total amount not exceeding **SEVEN MILLION TWO HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED NINETY FIVE PESOS AND EIGHT CENTAVOS (Php7,247,995.08)**, Philippine Currency inclusive of the twelve percent (12%) value added tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract

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22.01 This Contract shall become effective upon signing of the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY

A.I.YU BUILDERS & ENTERPRISES

By:

By:

LUIS A. CUISON
Port Manager

ANGELO I. YU
Proprietor

WITNESSES:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF GENERAL SANTOS) S.S.

BEFORE ME, A Notary Public for and in the City of General Santos, Philippines, this _____ day of NOV 14 2015 2015 personally appeared the following:

NAME	Identification Card	Number
LUIS A. CUISON	PPA I.D.	0057-78
ANGELO I. YU	PRC	0087112

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


Position	Company	CTC No.	Date	Place
Port Manager	Philippine Ports Authority	36866871	1-16-15	GSC
Proprietor	A.I. Yu Builders and Enterprises	7665169	1-20-15	Dipolog City

The foregoing instrument is a contract agreement for the project **Proposed Improvement of Temporary Passenger Terminal Building at Transit Shed No. 1, Port of General Santos, Makar Wharf, General Santos City**, consisting of twenty (20) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereto.

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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.

Doc. No. 91 :
Page No. 19 :
Book No. XV :
Series of 2015


PSYCHE RIZAVI B. FONTANILLA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
ROLL NO. 57700
PTR NO. 5313552-1/08/2014
IBP NO. 942354-10/02/2013
GENERAL SANTOS CITY


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