

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

CONTRACT

FOR

CONSULTANCY FOR THE TECHNICAL SERVICES FOR THE CONDUCT
OF SOIL INVESTIGATION AT THE PORT OF MABILA,
MUNICIPALITY OF SARANGANI, DAVAO DEL SUR (NOW DAVAO
OCCIDENTAL)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 23rd day of December 2016, in the City of General Santos, Philippines, by and between:

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

- And -

R.S. JARDIN & ASSOCIATES, a duly registered and licensed business entity, with business and postal address at No. 37 Turquoise St., Northview 1A Subdivision, Batasan Hills, Quezon City, represented herein by its Proprietor, **ENGR. REDENTOR S. JARDIN, MSCE**, and hereinafter referred to as **CONSULTANT**.

WITNESSETH:

WHEREAS, a competitive bidding for the instant procurement was conducted. During the Opening of Bids on September 29, 2016, no bidder participated in the said bidding.

WHEREAS, another procurement was conducted. During the Opening of Bids on October 26, 2016, again no bidder participated in the bidding.

WHEREAS, in accordance with Section 53, paragraph 53.1 (Two Failed Biddings) of Revised Implementing Rules and Regulations (IRR), negotiation was conducted.

WHEREAS, in accordance with Republic Act No. 9184 and its Revised 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 November 16, 2016 to November 22, 2016, an Invitation for Negotiation for the project Consultancy for the Technical Services for the Conduct of Soil Investigation at Port of Mabila, Municipality of Sarangani, Davao del Sur (Now Davao Occidental). A

corresponding Invitation for Negotiation was posted in PPA Websites, PhilGEPS and at the PMO SOCSARGENS's Bulletin Board.

WHEREAS, during the opening of bids on November 23, 2016, only one (1) bidder, the CONSULTANT submitted its bid. The CONSULTANT, 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 CONSULTANT 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 **TWO MILLION SEVEN HUNDRED SIX THOUSAND EIGHT HUNDRED EIGHTEEN PESOS AND EIGHTEEN CENTAVOS (Php2,706,818.18)** Philippine Currency inclusive of twelve percent (12%) Value Added Tax (VAT);

WHEREAS, the aforesaid bid of the CONSULTANT is lower than the Approved Budget of the Contract which is **TWO MILLION SEVEN HUNDRED THIRTY SIX THOUSAND SEVENTEEN PESOS AND TWENTY EIGHT CENTAVOS (Php 2,736,017.28)** Philippine Currency inclusive of twelve percent (12%) VAT;

WHEREAS, pursuant to **BAC-EP Resolution No. 34 Series of 2016**, duly approved by the PPA Acting Port Manager, award of the contract was made to the CONSULTANT in a letter dated December 08, 2016, in the amount of **TWO MILLION SEVEN HUNDRED SIX THOUSAND EIGHT HUNDRED EIGHTEEN PESOS AND EIGHTEEN CENTAVOS (Php2,706,818.18)** Philippine Currency inclusive of twelve percent (12%) VAT;

WHEREAS, the CONSULTANT 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 CONSULTANT 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. Invitation for Negotiation
- d. Instruction to Bidders
- e. Bid Data Sheet
- f. Addenda
- g. Bid Proposal including the following documents/annexes:

Technical Bid:

- 1) Eligibility Documents
- 2) Terms of Reference



- 3) Duly Signed Contract Organizational Chart
- 4) Curriculum Vitae (CV) for Proposed Professional Staff
- 5) Time Schedule for Professional Personnel
- 6) List of CONSULTANT's Equipment
- 7) Omnibus Sworn Statement
- 8) Other documents submitted

Financial Bid:

- (1) Financial Proposal
 - (2) Consultancy Services Cost
 - (3) Bid Prices in the Bill of Quantities
 - (4) Breakdown on Cost on Technical Evaluation Report
- j. Performance Security
k. Notice of Award of Contract and CONSULTANT'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

**CONSULTANT'S UNDERTAKING
SCOPE OF WORK**

2.01 The CONSULTANT, in consideration of the payment to be made by the PPA to the said CONSULTANT as stated in the contract documents and this Contract, hereby covenants to execute and complete the contract for the Consultancy for the Technical Services for the conduct of Soil Investigation at Port of Mabila, Municipality of Sarangani, Davao del Sur (now Davao Occidental), in conformity in all respects with the provisions of this Contract, as follows:

Item #	Scope of Works	Unit	Quantity	Unit Price	Amount
I	PERSONNEL/LABOR	LOT	1.00	385,000.00	385,000.00
II	MATERIALS/SUPPLIES	LOT	1.00	81,818.18	81,818.18
III to V	COMMUNICATIONS, TRANSPORTATION AND FIELD WORKS/STUDIES (Including Reimbursable items such as Laptop Computer with software, Desktop Computer with software and Computer printer A3 size capability)	LOT	1.00	2,240,000.00	2,240,000.00
TOTAL AMOUNT OF BID					2,706,818.18

Handwritten signature on the left margin.

Handwritten signature on the right margin.

Handwritten initials or signature at the bottom right.

- 2.02 The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of all its undertakings defined in and provided for under this Contract and contract documents, the PPA agrees to pay the CONSULTANT the total amount not exceeding **TWO MILLION SEVEN HUNDRED SIX THOUSAND EIGHT HUNDRED EIGHTEEN PESOS AND EIGHTEEN CENTAVOS (Php2,706,818.18)** Philippine Currency inclusive of twelve percent (12%) VAT, 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 CONSULTANT under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONSULTANT 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 and the whole thereof, at the time and in the manner provided in the contract documents.

It is agreed and understood that all unit prices specified in this contract shall be considered as fixed prices, and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB). Any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

Adrian S. Jim

[Signature]

[Signature]

[Signature]

19.05 It is expressly agreed that whenever the CONSULTANT is behind schedule in its contract work and incurs ten (10%) percent or more negative slippage based on its approved PERT/CPM, the PPA may undertake the whole or portion of the unfinished work by administration or by negotiation through another qualified CONSULTANT.

Whenever a work activity in the project is not being done on schedule per approved PERT/CPM, the PPA shall notify and direct the CONSULTANT to immediately undertake such work activity. If within fifteen (15) days from receipt of such notice, the CONSULTANT fails to start work and to show a satisfactory performance, PPA may take over the whole or portion of such work and have such work done by administration or award the same to another qualified CONSULTANT through negotiated contract at the current valuation price.

19.06 The PPA has the right to require the CONSULTANT to supply and provide the required tools, materials, supplies, equipment, facilities, and to increase the number of workers assigned to the work when exigencies of the service so require. Should the CONSULTANT fail, refuse or neglect to comply with the same, PPA shall have the option to take over the project in whole or in part or award the same to another CONSULTANT through negotiated contract at the current valuation price. Any increase in cost which the PPA may incur as a result of its take-over of the project pursuant to Sections 19.04, 19.05 and 19.06 shall be borne by and charged to the CONSULTANT.

19.07 The CONSULTANT shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred there from. Should the CONSULTANT find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to PPA, whose decision shall be followed.

19.08 The CONSULTANT agrees and obligates itself to restore to its original condition, on its own account, any public road, pavement, streets or open space and/or public or private property which are excavated or in any manner used by the CONSULTANT in connection with the performance of its obligations under this Contract.

19.09 The CONSULTANT agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the CONSULTANT and/or its employees in the performance of their obligations under this Contract.

19.10 No final payment of the contract shall be made to the CONSULTANT without the Certificate of Completion and/or Acceptance from the Office of the City Engineer of the City concerned of the local works to be restored mentioned in Section 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectible/receivable by the CONSULTANT from the PPA.

19.11 Notwithstanding any extra work, change of work or orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

S. J.
Andrew S.
[Signature]

Sum J. J.
[Signature]

- 19.12 The CONSULTANT shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the CONSULTANT and/or any of its employees, agents, representatives or sub-CONSULTANTS.
- 19.13 The CONSULTANT shall undergo Safety Orientation to be conducted by the Safety Office of PMO-SOCSARGEN. The said CONSULTANT shall comply with all existing Philippine laws, regulations and policies of the PPA and PMO-SOCSARGEN on Safety, Health and Environment.

ARTICLE XX

SPECIAL REPRESENTATION

- 20.01 The CONSULTANT hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the CONSULTANT such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 19.04 hereof.
- 20.02 The CONSULTANT hereby warrants that it has not given nor promised to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extra-judicially or without need of judicial intervention.

ARTICLE XXI

BUDGETARY REQUIREMENT

- 21.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978, issued by the Office of the President, as implemented by the Letter Circular, dated 7 December 1978, of the Department of Budget and Management.

ARTICLE XXII

EFFECTIVITY

- 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

R.S. JARDIN & ASSOCIATES

By:



CESAR M. DATAYA
Acting Port Manager

By:



REDENTOR S. JARDIN
General Manager

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 23 DEC 2016 day of December 2016 personally appeared the following:

NAME	Identification Card	Number
CESAR M. DATAYA	GSIS I.D.	CRN-006-0015-9747-7
REDENTO S. JARDIN	PRC I.D.	57160

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

Position	Company	CTC No.	Date	Place
Acting Port Manager	Philippine Ports Authority	14372965	1-27-16	Davao City
General Manager	R.S. JARDIN & ASSOCIATES	00287568	1-15-16	Quezon City

The foregoing instrument is a contract agreement for the project Consultancy for the Technical Services for the Conduct of Soil Investigation at Port of Mabila, Municipality of Sarangani, Davao del Sur (now Davao Occidental), consisting of sixteen (16) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereto.

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. 153 :
Page No. 32 :
Book No. XIII :
Series of 2016

ATTY. JOSE C. REYES
NOTARY PUBLIC
UNTIL DEC. 31, 2018
PTR NO. 1181284 - 1-8-2018 - Q.C.
IBP NO. 798292 - 1-6-2015 - Q.C.
ATTY. ROLL NO. 29216
MCLE 0015569