

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


CONTRACT

FOR

**REPAIR OF CONCRETE ELECTRICAL DUCT, CURB AND GUTTER, RE-WIRING OF
ELECTRICAL LINE, PORT OF KALAMANSIG, KALAMANSIG, SULTAN KUDARAT**

KNOW ALL MEN BY THESE PRESENTS:



This Contract made and entered into this 27 day of February 2019, 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 Port Manager of the Port Management Office (PMO) for SOCSARGEN at Makar Wharf, General Santos City, **ATTY. CESAR M. DATAYA**, and hereinafter referred to as **PPA**;


- And -

MICAH CONSTRUCTION AND SUPPLY, a duly registered and licensed business entity, with business and postal address at #18 Bangus St., New Salmonan, Agdao, Davao City, represented herein by its Proprietor/Owner, **GLICERIO D. CRISOLOGO, JR.**, and hereinafter referred to as **CONTRACTOR**.

WITNESSETH:


 **WHEREAS**, in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR), the PPA PMO-SOCSARGEN Bids and Awards Committee posted at the PPA website, PhilGEPS, and at the PPA, PMO-SOCSARGEN Bulletin Board from December 12-18, 2018, an Invitation to Bid for the project **REPAIR OF CONCRETE ELECTRICAL DUCT, CURB AND GUTTER, RE-WIRING OF ELECTRICAL LINE, PORT OF KALAMANSIG, KALAMANSIG, SULTAN KUDARAT**.

WHEREAS, during the opening of bids on January 04, 2019, only one (1) bidder, the **CONTRACTOR**, submitted its bid. The **CONTRACTOR**, upon evaluation of its bid, was rated as passed on 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 **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 **TWO MILLION FIVE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY SIX AND 877/1000 PESOS ONLY (Php2,569,836.877)** Philippine Currency inclusive of twelve percent (12%) Value Added Tax (VAT);

WHEREAS, the aforesaid bid of the CONTRACTOR is lower than the Approved Budget of the Contract which is **TWO MILLION FIVE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED TWENTY EIGHT PESOS ONLY (Php2,581,128.00)** Philippine Currency inclusive of twelve percent (12%) VAT;

WHEREAS, pursuant to **PPA PMO-SOCSARGEN BAC Resolution No. 01-EP Series of 2019 and No. 02-EP Series of 2019**, duly approved by the PPA Port Manager, award of the contract was made to the CONTRACTOR in a letter dated January 23, 2019, in the amount of **TWO MILLION FIVE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY SIX AND 877/1000 PESOS ONLY (Php2,569,836.877)** Philippine Currency inclusive of twelve percent (12%) VAT;

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

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- 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:

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- 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

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 **REPAIR OF CONCRETE ELECTRICAL DUCT, CURB AND GUTTER, RE-WIRING OF ELECTRICAL LINE, PORT OF KALAMANSIG, KALAMANSIG, SULTAN KUDARAT**, in conformity in all respects with the provisions of this Contract, as follows:

Item No.	Scope of Works	Unit	Quantity	Unit Price	Amount
BILL NO. 1	GENERAL EXPENSES				
1.01	MOBILIZATION, DEMOBILIZATION & CLEARING	LOT	1.00	25,200.00	25,200.00
1.02	CONSTRUCTION SAFETY AND HEALTH PROGRAM	LOT	1.00	133,384.61	133,384.61
BILL NO. 2	DEMOLITION AND EXCAVATION				
2.01	DEMOLITION AND DISPOSAL OF EXISTING CONCRETE GUTTER, CURB AND DUCT LINE	CU.M.	51.22	3,108.4299	159,213.78
2.02	EXCAVATION OF EXISTING FILL	CU.M.	17.70	3,109.4198	55,036.73
BILL NO. 3	REPAIR OF CONCRETE DUCTLINE, GUTTER, CURB, AND MANHOLE				

2018

3.01	SUPPLY, FABRICATION AND INSTALLATION OF REINFORCING BARS FOR GUTTER, CURB, AND MANHOLE	KG.	6,689.00	83.25	556,859.25
3.02	SUPPLY AND INSTALLATION OF PVC ELECTRICAL CONDUIT PIPE, ELECTRICAL WIRES, PANEL BOARD, CCTV CABLE, AND PPR PIPE FOR WATER LINE	LOT	1.00	532,992.10	532,992.10
3.03	CONCRETING OF ELECTRICAL DUCT LINES, GUTTER, RC CURB, AND MANHOLE	CU.M.	63.23	9,032.29	571,111.6967
3.04	BACKFILL AND COMPACTION OF FILLING MATERIALS	CU.M.	17.70	1,573.2198	27,845.99
BILL NO. 4	INSTALLATION OF 4 UNITS LED FLOOD LIGHT INCLUDING REPAINTING OF 7 UNITS EXISTING STEEL LAMP POST				
4.01	SUPPLY AND INSTALLATION OF 4 UNITS 100WATTS LED FLOOD LIGHT	UNITS	14.00	30,676.46	429,470.44
4.02	REPAINTING OF EXISTING 7 UNITS STEEL LAMP POST AND CONCRETE PEDESTAL	UNITS	7.00	11,246.04	78,722.28
TOTAL AMOUNT OF BID					2,569,836.877
TOTAL AMOUNT IN WORDS: TWO MILLION FIVE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY SIX & 877/1000 PESOS ONLY					


2.02 The CONTRACTOR agrees to commence complete the work called for and defined in this Contract at its sole cost and expense, perform and, 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.

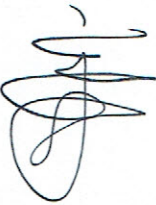
2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

ARTICLE III


CONSIDERATION

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- 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 **TWO MILLION FIVE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY SIX AND 877/1000 PESOS ONLY (Php2,569,836.877)** 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 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 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.


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- 3.02 Final and full payment of the consideration herein abovementioned shall be upon full completion of the project and fulfillment by the CONTRACTOR of all the terms and conditions set forth in this Contract.


It is agreed, however, that no payment or payments made under this Contract, except the final payment upon issuance of Certificate of Completion and Acceptance, shall be understood as performance of this Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper implementation thereof.

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- 3.03 Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to the PPA by the CONTRACTOR under this Contract.

- 3.04 It is likewise understood that the CONTRACTOR shall show proof evidencing payments by the CONTRACTOR of labor, materials, supplies, insurance premiums, etc., used in the work, before any payment is made to it.

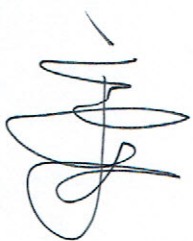


For this purpose, the CONTRACTOR shall, before payment is made on the works accomplished, submit an affidavit certifying to the fact of payments of said labor, materials, supplies, equipment, insurance premiums, etc.

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- 3.05 All payments shall be subject to existing government accounting and auditing rules and regulations.

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- 4.04 Should any security for the performance of this Contract become unacceptable to PPA, the CONTRACTOR shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.
- 4.05 The CONTRACTOR shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements as the case may be. The CONTRACTOR shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 4.06 In case of a reduction in the contract value or for partially completed works under this contract which are usable and accepted by PPA, and the use of which in the judgment of PPA shall not affect the structural integrity of the entire project, PPA may allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES

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- 5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within **ONE HUNDRED TEN (110)** calendar days (including Sundays and Holidays), reckoned upon the receipt of the Notice to Proceed issued by PPA. Notice to Proceed shall be issued after this Contract has been signed by the Parties hereof.
- 5.02 Time is of the essence of this Contract. Should 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 as provided in the conditions of the contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.
- 5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the Engineering Services Division (ESD) of PPA, Port Management Office for SOCSARGEN.
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- 5.04 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR, whichever is convenient to PPA.
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- 5.05 In case that the delay in the completion of the work exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, PPA may rescind the contract, forfeit the CONTRACTOR's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

facts therein, which if known, could have disqualified the CONTRACTOR 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 CONTRACTOR 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

By:



ATTY. CESAR M. DATAYA
Port Manager

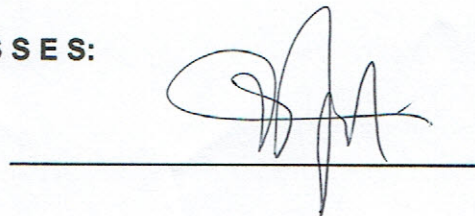
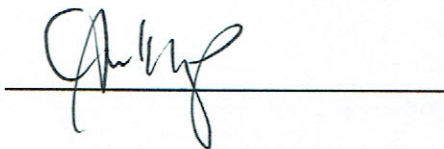
CONTRACTOR

By:

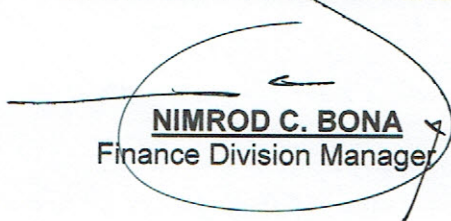


GLICERIO D. CRISOLOGO
Proprietor

WITNESSES:



CERTIFIED FUNDS AVAILABLE :



NIMROD C. BONA
Finance Division Manager

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 FEB 23 2019 day of February 2019 personally appeared the following:

NAME	Identification Card	Number
ATTY. CESAR M. DATAYA	PPA ID	PPA00702016
GLICERIO D. CRISOLOGO	SSS ID	0915091036

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	CC1201400886687	2/15/19	Davao City
Owner	MICAH CONSTRUCTION AND SUPPLY	CC12001706131841	1/09/19	Davao City

The foregoing instrument is a contract agreement for the project **REPAIR OF CONCRETE ELECTRICAL DUCT, CURB AND GUTTER, RE-WIRING OF ELECTRICAL LINE, PORT OF KALAMANSIG, KALAMANSIG, SULTAN KUDARAT**, consisting of seventeen (17) 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. 09 :
Page No. 02 :
Book No. IX :
Series of 2019

ATTY. BENJAMIN B. CUANAN
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 18-36
UNTIL DECEMBER 31, 2020
ROLL NO. 45597
PTR NO. 8404360101-03-1916SC
IBP NO. 05333110-25-181
TIN: 104-546-3681 TEL. NO. 302-3851
MCLE NO. VI-0004024111-16-17
GENERAL SANTOS CITY