

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

CONTRACT

FOR

REPAIR AND MAINTENANCE OF PORT PHYSICAL FACILITIES-2017 (a) REPAIR OF BTO CASHIER'S TABLE AND (b) REPAIR OF FORMER FCMD FIELD OFFICE, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this ^{15/1} day of May 2017, 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, 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 Street, New Salmonan, Brgy. Wilfredo C. Aquino, Agdao, Davao City, represented herein by its Proprietor, GLICERIO D. CRISOLOGO, 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 March 20-26, 2017, an Invitation to Bid for the project Repair and Maintenance of Port Physical Facilities-2017 (a) Repair of BTO Cashier's Table (b) Repair of Former FCMD Field Office, Makar Wharf, Port of General Santos, General Santos City.

WHEREAS, during the opening of bids on April 11, 2017, 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 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 ONE MILLION EIGHT

HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE PESOS AND NINETY FIVE CENTAVOS (Php 1,839,889.95) 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 ONE MILLION EIGHT HUNDRED FORTY THREE THOUSAND EIGHT HUNDRED NINETY THREE PESOS AND NINETY SIX CENTAVOS (Php 1,843,893.96) Philippine Currency inclusive of twelve percent (12%) VAT;

WHEREAS, pursuant to BAC-EP Resolution No. 03 Series of 2017, duly approved by the PPA Acting Port Manager, award of the contract was made to the CONTRACTOR in a letter dated May 2, 2017, in the amount of ONE MILLION EIGHT HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE PESOS AND NINETY FIVE CENTAVOS (Php 1,839,889.95) 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

- 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

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 and Maintenance of Port Physical Facilities-2017 (a) Repair of BTO Cashier's Table (b) Repair of Former FCMD Field Office, Makar Wharf, Port of General Santos, 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
Bill No. 1	REPAIR OF BTO CASHIER'S TABLE INCLUDING RESTORATION WORKS				
1	REPAIR OF BTO CASHIER'S TABLE INCLUDING RESTORATION WORKS	LOT	1.00	153,136.76	153,136.76
Bill No. 2	REPAIR OF FORMER FCMD FIELD OFFICE				
2.01	DEMOLITION OF PORTION OF WALL OF THE TOILET FOR INSTALLATION OF WINDOW, DEMOLITION OF TOILET WALLS (2 SIDES) OLD AND DETERIORATED PARTITION WALLS, ROOFING AND ACCESSORIES, CEILING AND ACCESSORIES, TILES AND DOOR JAMBS AND REMOVAL OF OLD TOILET FIXTURES, DOORS, KITCHEN	LOT	1.00	40,700.80	40,700.80

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	SINK, ELECTRICAL ITEMS, AND PLUMBING ITEMS INCLUDING DISPOSAL TO DESIGNATED AREA AS INSTRUCTED BY THE PROJECT ENGINEER.				
2.02	REBAR, MASONRY AND CONCRETE WORKS FOR THE TOILET WALL INCLUDING PATCHING OF THE HOLE ON THE TOILET WALL DUE TO RELOCATED WINDOW.	SQ.M.	10.50	3,702.94	38,880.87
2.03	INSTALLATION OF ROOFING AND ACCESSORIES INCLUDING GUTTER, FLASHING, RIDGE ROLL, FASCIA FRAME.	SQ.M.	85.49	1,351.76	115,561.96
2.04	INSTALLATION OF CEILING AND ACCESSORIES.	SQ.M.	78.43	3,191.01	250,270.91
2.05	INSTALLATION OF FLOOR TILES INCLUDING WALL TILES OF THE TOILET.	SQ.M.	61.08	1,599.03	97,668.75
2.06	INSTALLATION OF DOUBLE-WALL PARTITION INCLUDING PATCHING OF THE HOLE ON THE WALLS	SQ.M.	31.04	1,359.99	42,214.09
2.07	INSTALLATION AND RELOCATION OF DOORS AND WINDOWS.	UNIT	6.00	16,239.53	97,437.18
2.08	REPLACEMENT OF TOILET FIXTURES AND KITCHEN SINK INCLUDING PLUMBING WORKS	LOT	1.00	74,716.88	74,716.88
2.09	CARPENTRY WORKS ON KITCHEN CABINET AND WARDROBE CABINET INCLUDING INSTALLATION OF GRANITE SLAB FOR KITCHEN SINK.	LOT	1.00	52,106.04	52,106.04
2.10	ELECTRICAL WORKS	LOT	1.00	70,672.56	70,672.56
2.11	INSTALLATION OF CANOPY	SQ.M.	37.72	4,058.29	153,078.70
2.12	INSTALLATION OF FENCE AND GATE INCLUDING REBAR, CONCRETE, AND				

2.11

2.09

2.10

2.12

	STEEL WORKS	METERS	27.45	8,422.91	231,208.88
2.13	REPAIR OF PARKING AREA	SQ.M.	30.00	5,868.99	176,069.70
2.14	PAINTING WORKS ON FCMD BUILDING, CANOPY, FENCE, GATE, AND PARKING AREA.	SQ.M.	335.42	362.15	121,472.35
2.15	CONSTRUCTION SAFETY AND HEALTH PROGRAM.	LOT	1.00	124,693.52	124,693.52
TOTAL AMOUNT OF BID					1,839,889.95

2.02 The CONTRACTOR agrees to commence and to 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

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 **ONE MILLION EIGHT HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE PESOS AND NINETY FIVE CENTAVOS (Php 1,839,889.95)** 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



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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


MICAH CONSTRUCTION AND SUPPLY

By:




CESAR M. DATAYA
Acting Port Manager

By:



GLICERIO D. CRISOLOGO
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 MAY 23 2017 day of May 2017 personally appeared the following:

NAME	Identification Card	Number
ATTY. CESAR M. DATA	TIN	900-593-488
GLICERIO D. CRISOLOGO	SSS	0915091036

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

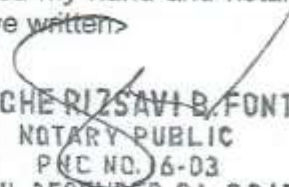
Position	Company	CTC No.	Date	Place
Acting Port Manager	Philippine Ports Authority	31022481	01/19/17	GSC
Proprietor	MICAH CONSTRUCTION & SUPPLY	09008135	01/19/2017	Davao City



The foregoing instrument is a contract agreement for the project Repair and Maintenance of Port Physical Facilities-2017 (a) Repair of BTO Cashier's Table (b) Repair of Former FCMD Field Office, Makar Wharf, Port of General Santos, General Santos City, consisting of nineteen (19) 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. 289 ;
Page No. 48 ;
Book No. 1 ;
Series of 2017


ATTY. PSYCHE RIZSAVI B. FONTANILLA
NOTARY PUBLIC
PIC NO. 6-03
UNTIL DECEMBER 31, 2017
ROLL NO. 57700
PTR NO. 778863 - 1/5/2017
IBP NO. 1053899 - 1/8/2017
TIN: 927-955-909
MCLE COMPLIANCE NO. IV-0001952-MAY 17, 2011
MCLE COMPLIANCE NO. V-0019195-APR 08, 2011
TEL. NO. 083-552-1008
GENERAL SANTOS CITY

contract17R&M

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