

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

CONTRACT

FOR

ROUTINE MAINTENANCE OF PORT PHYSICAL FACILITIES PROJECT
PACKAGE 1-2018: (1) APPLICATION OF CERAMIC-SEALED EPOXY RESIN ON
MOORING BOLLARDS AND FENDER CHAINS AND ACCESSORIES ALONG
CAL.0-650; (2) REPAIR AND REPAINTING OF RC CURBS AND CALIBRATION
MARKERS ALONG CAL. 000-851, PORT OF GENERAL SANTOS, MAKAR
WHARF, GENERAL SANTOS CITY

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this JUN 28 2018 day of June 2018, 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, **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, **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 Bids and Awards Committee for
Engineering Projects (BAC-EP) posted at the PPA website, GEPS and at the PPA,
PMO-SOCSARGEN Bulletin Board from May 11-17, 2018, an Invitation to Bid for the
project ROUTINE MAINTENANCE OF PORT PHYSICAL FACILITIES PROJECT
PACKAGE 1-2018: (1) Application of Ceramic-sealed Epoxy Resin on Mooring
Bollards and Fender Chains and accessories along Cal.0-650; (2) Repair and
Repainting of RC Curbs and Calibration Markers along Cal. 000-851, Port of General
Santos;

WHEREAS, during the opening of bids on May 30, 2018, two (2) bidders, 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 bid in the amount of **TWO MILLION FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED SEVENTEEN PESOS AND EIGHTY EIGHT CENTAVOS (Php2,496,517.88)** Philippine Currency;

WHEREAS, the aforesaid bid of the CONTRACTOR is lower than the Approved Budget of the Contract which is **TWO MILLION EIGHT HUNDRED TWO THOUSAND FIVE HUNDRED EIGHTEEN PESOS (Php 2,802,518.00)** Philippine Currency;

WHEREAS, pursuant to **BAC-EP Resolution No. 02-EP Series of 2018**, duly approved by the PPA Port Manager, award of the contract was made to the CONTRACTOR in a letter dated June 14, 2018, in the amount of **TWO MILLION FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED SEVENTEEN PESOS AND EIGHTY EIGHT CENTAVOS (Php2,496,517.88)**, 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

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 ROUTINE MAINTENANCE OF PORT PHYSICAL FACILITIES PROJECT PACKAGE 1-2018: (1) Application of Ceramic-sealed Epoxy Resin on Mooring Bollards and Fender Chains and accessories along Cal.0-650; (2) Repair and Repainting of RC Curbs and Calibration Markers along Cal. 000-851, Port of General Santos, in conformity in all respects with the provisions of this Contract, as follows:

Item No.	DESCRIPTION	Unit	Quantity	Unit Cost	Amount
BILL NO. 1: GENERAL EXPENSES					
1.01	CONSTRUCTION SAFETY, HEALTH, ENVIRONMENTAL PROGRAM.	LOT	1.00	128,761.92	128,761.92
	One hundred twenty eight thousand seven hundred sixty one pesos & 92/100 per Lot				
BILL NO. 2: APPLICATION OF CERAMIC-SEALED BRUSH-ON EPOXY RESIN ON MOORING BOLLARDS AND FENDER CHAINS AND ACCESSORIES ALONG CAL.0-650 INCLUDING RUST CONVERTER					

2.01	SUPPLY OF MATERIALS, MANPOWER AND EQUIPMENT FOR THE SURFACE PREPARATION INCLUDING CHIPPING OFF/REMOVAL OF RUST AND CORRODED SURFACE OF BOLLARDS AND FENDER CHAINS AND ACCESSORIES INCLUDING LIFTING OF FENDERS TO REMOVE RUST FROM THE STEEL ROD CARRYING THE FENDER.	SQ.M.	203.11	1,457.93	296,120.16
One thousand four hundred fifty seven pesos & 93/100 per sq.m					
2.02	SUPPLY OF MATERIALS, MANPOWER AND EQUIPMENT FOR THE APPLICATION OF RUST CONVERTER AND CERAMIC-SEALED BRUSH-ON EPOXY RESIN ON 38 UNITS BOLLARD AND 86 FENDER CHAINS INCLUDING ACCESSORIES.	UNITS	86.00	18,726.91	1,610,514.26
Eighteen thousand seven hundred twenty six pesos & 91/100 per unit					
BILL NO. 3: REPAIR AND REPAINTING OF RC CURBS AND CALIBRATION MARKINGS ALONG CAL. 000-851					
3.01	SUPPLY OF MATERIALS, MANPOWER AND EQUIPMENT FOR THE REPAIR/PATCHING OF ALL DAMAGED RC CURBS AND REPAIR OF CALIBRATION MARKINGS ALONG CAL.000-851 AND INSTALLATION OF NEW RC CURB ALONG CAL.252-290 AND CAL.320-330.	LOT	1.00	192,872.74	192,872.74
One hundred ninety two thousand eight hundred seventy two pesos & 74/100 per lot					
3.02	SUPPLY OF MATERIALS, MANPOWER AND EQUIPMENT FOR THE REPAINTING OF RC CURBS (907 LN.M) AND CALIBRATION MARKINGS ALONG CAL.000-851 (1 COAT PRIMER ON NEWLY INSTALLED AND REPAIRED RC CURBS AND 2 COATS REFLECTORIZED TRAFFIC PAINT.	SQ.M.	718.53	373.33	268,248.80






Three hundred seventy three pesos & 33/100 per sq.m.	
Total Cost of Bid (inclusive of 12% VAT)	2,496,517.88
TWO MILLION FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED SEVENTEEN PESOS & 88/100 (inclusive of 12% VAT)	

- 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 **TWO MILLION FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED SEVENTEEN PESOS AND EIGHTY EIGHT CENTAVOS (Php2,496,517.88)**, 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 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

Whenever a work activity in the project is not being done on schedule per approved PERT/CPM, the PPA shall notify and direct the CONTRACTOR to immediately undertake such work activity. If within fifteen (15) days from receipt of such notice, the CONTRACTOR 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 contractor through negotiated contract at the current valuation price.

19.06 The PPA has the right to require the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

19.07 The CONTRACTOR 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 CONTRACTOR find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to PPA, whose decision shall be followed.

19.08 The CONTRACTOR 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 CONTRACTOR in connection with the performance of its obligations under this Contract.

19.09 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

19.12 The CONTRACTOR 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 CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

- 19.13 The CONTRACTOR shall undergo Safety Orientation to be conducted by the Safety Office of PMO-SOCSARGEN. The said CONTRACTOR 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 CONTRACTOR 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 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

MICAH CONSTRUCTION & SUPPLY

By:



ATTY. CESAR M. DATAYA
Acting Port Manager

By:



GLICERIO D. CRISOLOGO
Proprietor

WITNESSES:


JAMESON L. LEE
Division Manager, ESD


Contractor's Witness

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 JUN 28 2018 day of June 2018 personally appeared the following:

NAME	Identification Card	Number
ATTY. CESAR M. DATAYA	PPA ID	00702016
GLICERIO D. CRISOLOGO	SSS I.D.	0915091036

who are known to me to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the entity which they respectively represent.

The foregoing instrument is a Contract/Agreement for the project **ROUTINE MAINTENANCE OF PORT PHYSICAL FACILITIES PROJECT PACKAGE 1-2018: (1) Application of Ceramic-sealed Epoxy Resin on Mooring Bollards and Fender Chains and accessories along Cal.0-650; (2) Repair and Repainting of RC Curbs and Calibration Markers along Cal. 000-851, Port of General Santos**, 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.

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ROSALDO C. CARIÑO
Notary Public
Until December 31, 2018
Roll No. 16027, 01-23-81
PTR No. GS-7797841, 01-03-16, GS-
RP No. 00053, 01-06-16, ALABEL, Sr.
Sarangani Chapter

[Handwritten signatures]