

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

CONTRACT

FOR

REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 1,  
PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY

KNOW ALL MEN BY THESE PRESENTS:


This Contract made and entered into this 30th day of August 2018, 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 -

**AIYU BUILDERS**, a duly registered and licensed business entity, with business and postal address at Purok Bougainville, Sta. Filomena, 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 PPA PMO-SOCSARGEN Bids and Awards Committee posted at the PPA website, PhilGEPS and at the PPA, PMO-SOCSARGEN Bulletin Board from June 20 -26, 2018, and Newspaper Publication on June 20, 2018, an Invitation to Bid for the project REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 1, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY.

 **WHEREAS**, during the opening of bids on July 16, 2018, two (2) bidders, including 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 **TWENTY FOUR MILLION ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED FIFTY FIVE PESOS AND FORTY EIGHT CENTAVOS (Php 24,173,555.48)** 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 **TWENTY SIX MILLION FIVE HUNDRED SIXTY SIX THOUSAND ONE HUNDRED TEN PESOS (Php 26,566,110.00)** Philippine Currency inclusive of twelve percent (12%) VAT;

**WHEREAS**, pursuant to **PPA PMO-SOCSARGEN BAC Resolutions No. 06-EP Series of 2018 and No. 09-EP Series of 2018**, duly approved by the PPA Port Manager, award of the contract was made to the CONTRACTOR in a letter dated August 8, 2018, in the amount of **TWENTY FOUR MILLION ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED FIFTY FIVE PESOS AND FORTY EIGHT CENTAVOS (Php 24,173,555.48)** 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:

- 
- 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
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- (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 DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 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
BILL NO. 1	GENERAL EXPENSES				
1.01	MOBILIZATION, DEMOBILIZATION, RESTORATION & CLEARING WORKS INCLUDING CONSTRUCTION OF BUNKHOUSE	LOT	1.00	181,319.04	181,319.04
1.02	CONSTRUCTION SAFETY AND HEALTH PROGRAM.	LOT	1.00	363,307.84	363,307.84
BILL NO. 2	REMOVAL OF DAMAGED PAVING BLOCKS, EXCAVATION, AND DISPOSAL WORKS				
2.01	SUPPLY OF MANPOWER AND EQUIPMENT FOR THE REMOVAL AND DISPOSAL OF EXISTING DAMAGED PAVING BLOCKS INCLUDING DISPOSAL (COORDINATED BY THE CONTRACTOR WITH THE CONCERNED BARANGAY FOR PERMIT/CERTIFICATE)	SQ.M.	5,722.57	36.02744921	206,169.60
2.02	SUPPLY OF MANPOWER AND EQUIPMENT FOR THE EXCAVATION OF EXISTING UNSUITABLE FILL INCLUDING DISPOSAL (COORDINATED BY THE CONTRACTOR WITH THE CONCERNED BARANGAY FOR PERMIT/CERTIFICATE)	CU.M.	5,722.57	132.9089552	760,580.80

BILL NO. 3	REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 1				
3.01	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE SPREADING AND COMPACTION OF SELECTED FILL	CU.M.	4,005.8	1,134.77	4,545,661.67
3.02	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE SPREADING AND COMPACTION OF 300MM THK. AGGREGATE SUB-BASE COURSE FOR PCCP	CU.M.	203.88	4,930.68	1,005,267.04
3.03	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE SPREADING AND COMPACTION OF 150MM THK. AGGREGATE BASE COURSE FOR PAVING BLOCKS AND 300MM THK. AGGREGATE BASE COURSE FOR PCCP	CU.M.	953.78	2,018.518212	1,925,222.30
3.04	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE SPREADING AND COMPACTION OF 10% CEMENT-TREATED BASE 150MM THK.	CU.M.	749.90	2,136.13	1,601,883.89
3.05	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE PLACING AND LEVELLING OF SAND CUSHION INCLUDING FILLER SAND AFTER INSTALLATION OF PAVING BLOCKS	CU.M.	249.97	2,592.57	648,064.72
3.06	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE HANDLING AND INSTALLATION OF INTERLOCKING CONCRETE PAVING BLOCKS 200MMX100MMX150MM (6,000 PSI)	SQ.M.	4,940.46	1,839.768766	9,089,304.00
3.07	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE FABRICATION AND INSTALLATION OF DOWELS FOR CONCRETE PAVEMENT	KG.	2,496.3	116.91	291,842.43
3.08	SUPPLY OF MATERIALS, MANPOWER, AND EQUIPMENT FOR THE CONCRETING OF PAVEMENT INCLUDING ASPHALT FILLER	SQ.M.	679.60	5,230.918408	3,554,932.15
TOTAL AMOUNT OF BID					24,173,555.48



- 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

- 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 **TWENTY FOUR MILLION ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED FIFTY FIVE PESOS AND FORTY EIGHT CENTAVOS (Php 24,173,555.48)** 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.

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

#### CONTRACTOR

By:



**ATTY. CESAR M. DATAYA**  
Port Manager

By:



**ANGELO I. YU**  
Proprietor

#### WITNESSES:

  
JACKIE B. BATA C. PATAY

#### 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 30<sup>th</sup> day of August 2018 personally appeared the following:

NAME	Identification Card	Number
ATTY. CESAR M. DATA	PPA ID	PPA00702016
ANGELO I. YU	PRC ID	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	31289891	1/19/2018	Davao City
Proprietor	AIYU BUILDERS and ENTERPRISES	2147236	1/17/2018	Dipolog City

The foregoing instrument is a contract agreement for the project **REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 1, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY**, consisting of eighteen (18) 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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Page No. 615  
Book No. 8111  
Series of 2018



*Cyd Charisse P. Non-Dizon*  
ATTY. CYD CHARISSE P. NON-DIZON  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2018  
ROLL NO. 53338  
IBP LIFETIME NO. 011159/08-09-2014  
PTR NO. 778022/01-03-2018  
MCLE NO. V-0015891/04-15-2016  
LIN: NO. 306-268-842  
NUESTRA SRA. DELA PAZ ST., GSC  
TELEPHONE NO. (083) 552-4051