

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 2,
PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY

KNOW ALL MEN BY THESE PRESENTS:

OCT 22 2019


This Contract made and entered into this _____ day of October 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 -

WCCERVANTES BUILDERS, INC., a duly registered and licensed business entity, with business and postal address at WCCervantes Builders, Inc., Room T2, 3rd Flr., Valgosons Realty Bldg., C.M. Recto St., Davao City, represented herein by its Proprietor, **WILFREDO C. CERVANTES**, 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 for posted at the PPA website, PhilGEPS and at the PPA, PMO-SOCSARGEN Bulletin Board from August 28 – September 3, 2019, an Invitation to Bid for the project **REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 2, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY**.

WHEREAS, during the opening of bids on September 23, 2019, two (2) bidders, including the CONTRACTOR, submitted its bid. The CONTRACTOR, upon evaluation of its bid, was rated 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 lowest calculated and responsive bid in the amount of **Twenty Seven Million Four Hundred Fifty-Four Thousand Six Hundred Ninety-Two Pesos and 37/100 Only (P 27,454,692.37)** 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 Seven Million Five Hundred Thirty-Three Thousand Six Hundred Seven Pesos and 35/100 Only (P 27,533,607.35)** Philippine Currency inclusive of twelve percent (12%) VAT;

WHEREAS, pursuant to **PPA PMO-SOCSARGEN BAC Resolution No. 17 Series of 2019**, duly approved by the PPA Port Manager, award of the contract was made to the CONTRACTOR in a letter dated September 30, 2019, in the amount of **Twenty Seven Million Four Hundred Fifty-Four Thousand Six Hundred Ninety-Two Pesos and 37/100 Only (P 27,454,692.37)** Philippine Currency inclusive of twelve percent (12%) VAT;

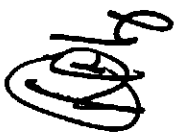
WHEREAS, the CONTRACTOR duly accepted the award by signing its Conformé on the said Notice of Award;

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:

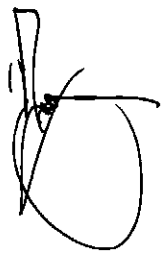


ARTICLE I

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 PERT/CPM, and Construction Schedule and S-curve;
 - 4) Duly Signed Manpower Schedule;
 - 5) Duly Signed Construction Methods in narrative form;
 - 6) Duly Signed Contract Organizational Chart;
 - 7) Statement of Availability of Key Personnel;
 - 8) Statement of Availability of Equipment Owned, Under Lease and/or has Under Purchase Agreements that may be Used for the Contract;
 - 9) Minimum Required Equipment Owned/Leased/Under Purchased Agreement Pledged to the Proposed Project;
 - 10) Equipment Utilization Schedule;
 - 11) Affidavit of Site Inspection;
 - 12) Construction Safety and Health Program duly signed by the Safety Officer and the Owner of the company. Same shall be

approved by the Department of Labor and Employment and shall be a pre-requisite in the issuance of the Notice to Proceed;

- 13) Omnibus Sworn Statement;
- 14) Certification of no pending case against the Government of the Philippines.

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 DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 2, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY**, in conformity in all respects with the provisions of this Contract, as follows:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	AMOUNT
BILL NO. 1	GENERAL EXPENSES			
1.01	Mobilization, Demobilization & Clearing Works	1.00	lot	174,025.60
1.02	Construction Safety and Health Program	1.00	lot	288,736.00
BILL NO. 2	REMOVAL OF DAMAGED PAVING BLOCKS, EXCAVATION AND DISPOSAL WORKS			
2.01	Supply of manpower and equipment for the removal of existing damaged paving blocks including disposal (coordinated by the Contractor with the concerned Barangay for permit/clearance)	Sq.m	5,710.00	756,860.50

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/clearance)	Cu.m	5,995.50	1,423,151.84
BILL NO. 3	REPAIR OF DAMAGED PAVING BLOCKS AT CONTAINER YARD 2 PHASE 2			
3.01	Supply of materials, manpower and equipment for the spreading and compaction of selected fill	Cu.m	5,036.22	3,479,373.31
3.02	Supply of materials, manpower and equipment for the spreading and compaction of 150mm thk aggregate base course	Cu.m	1,079.19	1,207,020.06
3.03	Supply of materials, manpower and equipment for the spreading and compaction of 10% cement-treated base 150mm thk.	Cu.m	1,079.19	2,586,009.04
3.04	Supply of materials, manpower and equipment for the placing and levelling of 50mm sand cushion including filler sand after installation of paving blocks	Cu.m	328.32	555,520.72
3.05	Supply of materials, manpower and equipment for the handling and installation of interlocking concrete paving blocks 200mmx100mmx125mm (6,000 psi)	Sq.m	5,710.00	16,983,995.30
TOTAL: Twenty Seven Million Four Hundred Fifty-Four Thousand Six Hundred Ninety-Two Pesos and 37/100 Only				27,454,692.37

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

against the CONTRACTOR or the surety company and there are no claims for labor and materials filed against the contractor.

- 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

- 5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within **TWO HUNDRED TEN (210)** 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.
- 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.

PHILIPPINE PORTS AUTHORITY


CONTRACTOR

By:



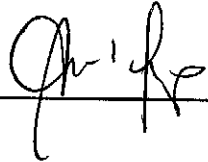

ATTY. CESAR M. DATAYA
Port Manager

By:

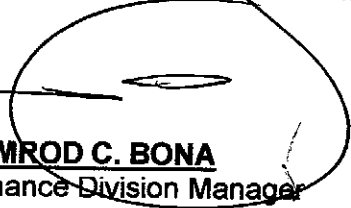


WILFREDO C. CERVANTES
Proprietor

WITNESSES:


_____

CERTIFIED FUNDS AVAILABLE:



NIMROD C. BONA
Finance Division Manager