

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

CONTRACT


FOR

INSTALLATION OF NEW CYLINDRICAL RUBBER DOCK FENDER AND ACCESSORIES AT CAL. 000-030 AND CAL. 255-290; AND INSTALLATION OF 18 UNITS NEW 50T MOORING BOLLARD, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY


KNOW ALL MEN BY THESE PRESENTS:

OCT 16 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 -

  
AIYU BUIDERS AND ENTERPRISES, a duly registered and licensed business entity, with business and postal address at Purok Bougainvilla, 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 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 **INSTALLATION OF NEW CYLINDRICAL RUBBER DOCK FENDER AND ACCESSORIES AT CAL. 000-030 AND CAL. 255-290; AND INSTALLATION OF 18 UNITS NEW 50T MOORING BOLLARD, 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 single calculated and responsive bid in the amount of **EIGHTEEN MILLION**

**THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-NINE PESOS AND 26/100 (Php 18,362,529.26)** 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 **EIGHTEEN MILLION FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED SEVENTEEN PESOS AND 14/100 (Php 18,412,617.14)** Philippine Currency inclusive of twelve percent (12%) VAT;

**WHEREAS**, pursuant to **PPA PMO-SOCSARGEN BAC Resolution No. 16 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 **EIGHTEEN MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-NINE PESOS AND 26/100 (Php 18,362,529.26)** 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 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 **INSTALLATION OF NEW CYLINDRICAL RUBBER DOCK FENDER AND ACCESSORIES AT CAL. 000-030 AND CAL. 255-290; AND INSTALLATION OF 18 UNITS NEW 50T MOORING BOLLARD, 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
<b>BILL NO. 1</b>	<b>GENERAL EXPENSES</b>			
1.01	Mobilization, Demobilization, Restoration & Clearing Works	LOT	1.00	<b>539,280.00</b>
1.02	Construction Safety and Health Program.	LOT	1.00	<b>194,275.20</b>
<b>BILL NO. 2</b>	<b>SUPPLY AND INSTALLATION OF CYLINDRICAL RUBBER DOCK FENDER (800MMx400MMx1000MM) AT CAL.000-030 AND CAL.255-290</b>			
2.01	Chipping of Affected Existing Concrete Curtain Wall and Concrete Curb along Cal.000-030 and Cal.255-290	Cu.m	4.38	<b>419,607.99</b>

2.02	Supply of 800mm x 400mm x 1000mm Cylindrical Rubber Dock Fender with complete accessories including shipping and handling to project site	Sets	25.00	9,818,827.25
2.03	Supply of materials, manpower and equipment for the fabrication, and installation of fender fixings (450mm x 250mm x 10mm steel plate) including fixing of U-bolts and application of epoxy filler	Units	28.00	802,872.00
2.04	Restoration of Affected Concrete Curtain Wall and Concrete Curb along Cal.000-030 and Cal.255-290	Cu.m	4.38	890,758.41
2.05	Supply of manpower and equipment for the Installation of 25 sets 800mm x 400mm x 1000mm New Cylindrical Rubber Dock Fender with complete accessories	Units	25.00	273,571.25
2.06	Painting works for the affected concrete curb and fender chain accessories	Sq.m	83.00	184,362.92
<b>BILL NO. 3</b>	<b>SUPPLY AND INSTALLATION OF NEW 50T MOORING BOLLARD</b>			
3.01	Supply of manpower and equipment for the demolition of existing Mooring Pad (17 units) including removal of existing anchor bolts and disposal of waste (as instructed by the assigned Project Engineer)	Units	17.00	450,665.58
3.02	Supply of 50T Tee-head Mooring Bollard including nut, washer, and anchor bolt	Units	18.00	4,195,749.60
3.03	Concreting of Mooring foundation	Cu.m	23.81	285,419.28
3.04	Installation of New 50T Tee-head Mooring Bollard and accessories	Units	18.00	205,376.58
3.05	Painting works for the newly installed Mooring Bollards and mooring pad	Sq.m	24.64	101,763.20
<b>TOTAL: EIGHTEEN MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-NINE PESOS AND 26/100 ONLY</b>				<b>18,362,529.26</b>

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 **EIGHTEEN MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-NINE PESOS AND 26/100 (Php 18,362,529.26)** 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.

- 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.

- 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.

Commission as authorized to issue such security thirty percent (30%) of the total contract price

c. any combination of the foregoing – proportionate to share of form with respect to total amount of security

- 4.02 This performance security shall be denominated in Philippine Peso and posted in favor of PPA, and shall be forfeited in favor of PPA in the event it is established that the CONTRACTOR is in default in any of its obligations under this Contract.
- 4.03 Subject to the conditions of this Contract, the performance security may be released by PPA after the issuance of the Certificate of Acceptance of the project, provided that PPA has no claims filed 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 **ONE HUNDRED TWENTY (120)** 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.

**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:



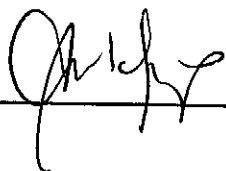
**ATTY. CESAR M. DATAYA**  
Port Manager

By:



**ANGELO I. YU**  
Proprietor

**WITNESSES:**

  
\_\_\_\_\_

\_\_\_\_\_

**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 \_\_\_\_\_ day of October 2019 personally appeared the following:

<b>NAME</b>	<b>Identification Card</b>	<b>Number</b>
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:

<b>Position</b>	<b>Company</b>	<b>CTC No.</b>	<b>Date</b>	<b>Place</b>
Port Manager	Philippine Ports Authority	CC1201400886687	2/15/2019	Davao City
Proprietor	AIYU BUILDERS AND ENTERPRISES	21529213	1/09/2019	Dipolog City

The foregoing instrument is a contract agreement for the project **INSTALLATION OF NEW CYLINDRICAL RUBBER DOCK FENDER AND ACCESSORIES AT CAL. 000-030 AND CAL. 255-290; AND INSTALLATION OF 18 UNITS NEW 50T MOORING BOLLARD, 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.

Doc. No. 4224 :  
Page No. 35 :  
Book No. 7 :  
Series of 2019

**ATTY. MIRAMIE J. BUYTRAGO**  
Notary Public/No. 017-2018/Until 31-Dec- 2019  
For and in the Province of Zamboanga Del Norte,  
and the two cities of Dipolog and Dapitan  
Roll No. 67651/admitted on 25-May- 2017  
IBP Lifetime No. 091542/28-Jul- 2017/Cebu City  
PTR No. 1719157/17-Jan- 2019/Dipolog City  
MCLE Exempt Pursuant to Board No. 1 S.2008  
Quezon Ave, Corner Velasco St, Dipolog City  
email miramiejbuytrago@gmail.com  
mobile no. 0948-1140373 / 0915-9894605  
office no. (065) 917 5636