

LUCK-WELL CONSTRUCTION

*J. De la Cruz*  
JUNE D. RAMBACUD  
Witness

Republic of the Philippines  
PHILIPPINE PORTS AUTHORITY  
**PORT MANAGEMENT OFFICE-NCR NORTH**  
Administration Building, Marcos Road  
North Harbor, Manila  
Philippines

**CONTRACT**

FOR THE:

**REPAIR OF DAMAGED CONCRETE PAVEMENT, CURB AND LINE-DITCH  
CANAL AT PIER 18 VITAS, TONDO, MANILA**

KNOW ALL MEN BY THESE PRESENTS:

19 JUL 2017

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in  
\_\_\_\_\_ Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY – PORT MANAGEMENT OFFICE-  
NATIONAL CAPITAL REGION (PMO-NCR NORTH)**, a Port Management Office  
of Philippine Ports Authority, a government instrumentality created under  
Presidential Decree No. 857, as amended, with office at PMO-NCR North  
Administration Building, Pier 8, Marcos Road, North Harbor, Manila, represented  
herein by its duly authorized Port Manager, **ROSENDA G. SUMAGAYSAY** and  
hereinafter referred to as "**PPA**";

- And -

**RONALD V. DEL ROSARIO**, of legal age, Filipino, married and with office  
and business address at Lot 9-A Roman Expressway, Capitangan, Abucay  
Bataan, Region 3 (Central Luzon) doing business under the firm name and style  
of **LUCK-WELL CONSTRUCTION**, duly registered with the Department of Trade  
and Industry under Certificate of Registration No.01942133, a copy of which is  
hereto attached and made an integral part hereof as Annex "A", and hereinafter  
referred to as "**CONTRACTOR**".

**WITNESSETH:**

WHEREAS, in accordance with Republic Act No. 9184 and its Revised Implementing  
Rules and Regulations, **PPA** posted on the PPA website and G-EPS as well as in its Bulletin  
Board, an Invitation to Apply for Eligibility and to Bid for the Repair of Damaged Concrete  
Pavement, Curb and Line-Ditch Canal at Pier 18, Vitas, Tondo, Manila;

WHEREAS, the **CONTRACTOR** submitted their respective bid for the foregoing project;

WHEREAS, upon opening of the Technical Proposals including the Eligibility  
Requirements of the prospective bidders on June 16, 2017, the **CONTRACTOR** was found and  
determined to be eligible bidder for the said project.

PPA-PMO-NCR NORTH

*Evelyn I. Regla*  
EVELYN I. REGLA  
RMD Manager, PMO NCR North

*Rosenda G. Sumagaysay*  
ROSENDA G. SUMAGAYSAY  
Port Manager, PMO-NCR North

*Ronald V. Del Rosario*  
RONALD V. DEL ROSARIO  
General Manager

*J. Orenbamb*  
JUNE D. RAMBACUD  
Witness

*Ronald V. Del Rosario*  
RONALD V. DEL ROSARIO  
General Manager

WHEREAS, after the opening of the **CONTRACTOR's** Financial Proposal and the 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 Responsive Bid in the amount of **THREE MILLION SIX HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED EIGHTY NINE PESOS & 37/100 (P 3,657,189.37)** Philippine Currency;

WHEREAS, pursuant to PMO –NCR North BAC Resolution No. 01, Series of 2017, award of the contract was made to the **CONTRACTOR** in a Notice of Award dated July 07, 2017 in the amount of **THREE MILLION SIX HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED EIGHTY NINE PESOS & 37/100 (P 3,657,189.37)** Philippine Currency, after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the Revised IRR;

WHEREAS, the **CONTRACTOR** duly accepted the award by signing its Conforme 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 Agreement
- b. Bidding Documents
- c. **CONTRACTOR's** Bid, including the Eligibility Requirements, Technical and Financial Proposals and all other documents / statements submitted
- d. Performance Security
- e. Credit Line
- f. Notice of Award of Contract; and
- g. Other contract documents , viz:
  - (1) Construction Schedule and S-Curve
  - (2) Manpower Schedule
  - (3) Construction Methods
  - (4) Equipment Utilization Schedule
  - (5) Construction Safety and Health Program approved by the DOLE
  - (6) Pert/CPM

1.02 All Contract documents are and shall remain as the property of the **PPA**.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

*Evelyn I. Regla*  
EVELYN I. REGLA  
RMD Manager, PMO NCR North

*Rosenda G. Sumagaysay*  
ROSENDA G. SUMAGAYSAY  
Port Manager, PMO-NCR North

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Port Manager, PMO-NCR North

ARTICLE II

CONTRACTOR'S UNDERTAKING

SCOPE OF WORK

2.01 The **CONTRACTOR**, in consideration of the payment to be made by the **PPA**, as stated in this Contract, hereby covenants to execute and complete the **Repair of Damaged Concrete Pavement, Curb and Line-Ditch Canal at Pier 18, Vitas, Tondo, Manila** in conformity in all respects with the provisions of this Contract, as follows:

ITEM#	SCOPE OF WORK	TOTAL AMOUNT (P)
I.	General Expenses	P 390,279.68
II.	Repair of Concrete Curb	246,578.53
III.	Repair of Concrete Pavement	2,992,168.02
IV.	Repair of Line-Ditch Canal	28,163.14
	<b>TOTAL AMOUNT OF BID (Including VAT)</b>	<b>P 3,657,189.37</b>

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

ARTICLE XXII

EFFECTIVITY

22.01 This Contract shall become effective after the same shall have been signed by the Parties hereof.


IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first herein above written.

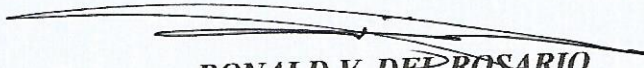
**PHILIPPINE PORTS AUTHORITY  
PORT MANAGEMENT OFFICE  
NCR NORTH**

**RONALD V. DEL ROSARIO**  
*Doing business under the name/style  
of LUCK-WELL CONSTRUCTION*

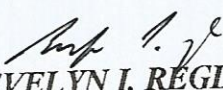
By:

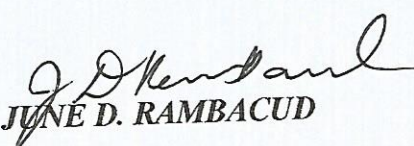
By:

  
**ROSENDA G. SUMAGAYSAY**  
*Port Manager*

  
**RONALD V. DEL ROSARIO**  
*Proprietor/General Manager*

WITNESSES:


  
**EVELYN I. REGLA**  
*RMD Manager*

  
**JUNE D. RAMBACUD**

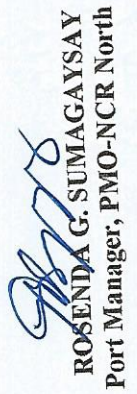
LUCK-WELL CONSTRUCTION

  
**JUNE D. RAMBACUD**  
Witness

  
**RONALD V. DEL ROSARIO**  
General Manager

  
**EVELYN I. REGLA**  
RMD Manager, PMO NCR North

PPA-PMO-NCR NORTH

  
**ROSENDA G. SUMAGAYSAY**  
Port Manager, PMO-NCR North

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

**MANILA, PHILIPPINES**

**19 JUL 2017**

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared the following:

<u>NAME</u>	<u>TIN</u>
<b>ROSENDA G. SUMAGAYSAY</b>	106-776-641
<b>RONALD V. DEL ROSARIO</b>	164-523-845

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

<i>Position</i>	<i>Company</i>	<i>Government Issued I.D.</i>
<i>Port Manager</i>	<i>Philippine Ports Authority Port Management Office National Capital Region (NCR North)</i>	<i>TIN- 106-776-641</i>
<i>General Manager</i>	<i>Luck-Well Construction</i>	<i>TIN-164-523-845</i>

And they acknowledged to me that the same is their own free act and deed, as well as the free and voluntary act of the judicial entity they represent.

This foregoing instrument is the Contract for the and Repair of Damaged Concrete Pavement, Curb and Line-Ditch Canal at Pier 18, Vitas, Tondo, Manila consisting of sixteen pages (16) pages, including this page on which this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

**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. 30 ;  
 Page No. 6 ;  
 Book No. X ;  
 Series of 2017

**NOTARY PUBLIC**  
**AGUSTIN B. CABREDA**  
 NOTARY PUBLIC FOR MANILA  
 NOTARIAL COMMISSION NO. 2015 10  
 UNTIL DECEMBER 31, 2017  
 404, 409, FIRST UNITED BLDG., 10  
 ESCOBEDA, MANILA  
 ROLL NO. 26047  
 REG. NO. 48865711-4-17/11/17  
 REP. TRIBUNAL NUMBER 00007

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PPA-PMO-NCR NORTH

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