

CONTRACT AGREEMENT

NO.: 2020-223

FOR

CONSTRUCTION OF DIALYSIS CENTER AT GARCIA MEMORIAL PROVINCIAL HOSPITAL, SAN JOSE, TALIBON, BOHOL

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made by and between the Provincial Government of Bohol (Government, represented by the Governor, Atty. ARTHUR C. YAP hereinafter called the "Owner"), as the PARTY OF THE FIRST PART and C. JANSEN CONSTRUCTION & GENERAL MERCHANDISE, represented by MRS. CHERYL JANSEN C. VITOR (hereinafter called the "Contractor") as the PARTY OF THE SECOND PART,

WITNESSETH

WHEREAS, the Owner is desirous that **CONSTRUCTION OF DIALYSIS CENTER AT GARCIA MEMORIAL PROVINCIAL HOSPITAL, SAN JOSE, TALIBON, BOHOL**, belonging to the Provincial Government of Bohol (hereinafter called the "Project");

WHEREAS, the Owner has accepted the bid of the Contractor for the execution of the above mentioned project in the amount of *Eight Million Three Hundred Thirty Four Thousand Pesos Only (₱ 8,334,000.00)*.

WHEREAS, Project shall be completed in **90 Calendar Days** in accordance with the provisions of the Bid Documents;

NOW, THEREFORE, the Parties hereto further agree on the following:

1. The following documents shall be deemed to form parts of this contract, viz:
 - a. Contract Agreement;
 - b. Bidding Documents;
 - c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - d. Performance Security;
 - e. Credit line in accordance with the provisions of this IRR, if applicable;
 - f. Notice of Award of Contract;
 - g. Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding Documents, such as man power schedule, equipment utilization and health program;
 - h. Other pertinent documents as may be reasonably required by the Province.
2. Project Equipment specified/needed should be stationed at the project sites until completion of all work operations. The deliberate act of removing the equipment from designated project sites is not permissible.

3. The Garcia Memorial Provincial Hospital together with PEO Officials should convene with contractors or their authorize representatives for a regular Monthly Coordination Meeting scheduled every first (1st) Wednesday at 9:00 in the morning at the Provincial engineer's Office, New Capitol Site, Tagbilaran City and;
4. The pertinent provision of R.A. 9184 and its Implementing Rules and Regulations, Part A, particularly but not limited to the implementation of the project as well as all applicable laws and regulations are deemed incorporated to and forming integral parts of this Contract.
5. In consideration of the payments to be made by the Owner to the Contractor, as earlier mentioned, the Contractor hereby covenants with the Owner to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.
6. The Owner hereby covenants to pay advance payment to the Contractor of 15% of the total contract price upon approval of the Contract, issuance of Notice to Commence Work and the posting of irrevocable standby letter of credit of equivalent value. The Contractor hereby covenants to repay advance payment to the Owner by deducting 15% from his progress payment.

CONSTRUCTION OF DIALYSIS CENTER AT GARCIA MEMORIAL PROVINCIAL HOSPITAL, SAN JOSE, TALIBON, BOHOL					
Item No.	QTY.	UNIT	Description of Supplies/Materials/Services	Unit Price (Pesos)	Amount (Pesos)
	PART A.		GENERAL REQUIREMENT		
A.1	1.0	lot	Technical Professional Services	24,400.00	24,400.00
			Review, signing and sealing of Detailed Architectural and Engineering		
			Designs, specifications and other requirements for the application of building permit with the Office of the Building Official		
A.2	1.0	lot	Application and Processing of Permits	30,055.26	30,055.26
			Application and Processing of Building Permit with the Office of the Building Official		
			Application and Processing of Occupancy Permit and certificate of power connection including professional services for signing and sealing of as built plans and forms for occupancy certificate		
A.3	1.0	lot	Temporary Facilities	129,200.00	129,200.00
			Provision of Field Office, Rental Basis		

			Construction of Bunk House		
			Temporary Power Connection		
			Temporary Water Connection		
A.4	1.0	Lot	Project Billboard	7,961.76	7,961.76
A.5	1.0	lot	Construction Safety and Health	34,113.35	34,113.35
	PART B		EARTHWORKS		
803	cu.m	106.72	STRUCTURE EXCAVATION	549.00	58,589.28
903	bd.ft	320.0	BATTERBOARDS	45.00	14,400.00
804(a)	cu.m	130.0	EMBANKMENT (Selected Borrow)	350.00	45,500.00
804(b)	cu.m	15.0	GRAVEL BEDDING	1,500.00	22,500.00
	PART C		TERMITE CONTROL		
1000 (a)	Sq.m	314.63	SOIL POISONING	80.00	25,170.40
	PART D		CONCRETE WORKS		
900 (a)	Cu.m	16.45	REINFORCED CONCRETE COLUMN FOOTING (Fc'=20.70 Mpa)	7,500.00	123,375.00
902 (a)	Kg.	1,098.98	REINFORCING STEEL FOR COLUMN FOOTING	65.00	71,433.70
900 (b)	Cu.m	14.8	REINFORCED CONCRETE COLUMNS	7,500.00	111,000.00
902 (b)	Kg.	3,903.18	REINFORCING STEEL FOR COLUMNS	65.00	253,706.70
900(c)	Cu.m	2.99	REINFORCED CONCRETE WALL FOOTING	8,000.00	23,920.00
902(c)	Kg.	202.618	REINFORCING STEEL FOR WALL FOOTING	70.00	14,183.26
900(d)	Cu.m	29.34	REINFORCED CONCRETE SLAB ON GRADE	8,000.00	234,720.00
902 (d)	Kg.	657.888	REINFORCING STEEL FOR SLAB ON GRADE	70.00	46,052.16
900(e)	Cu.m	14.09	REINFORCED CONCRETE TIE BEAM	7,500.00	105,675.00
902(e)	Kg.	3,883.18	REINFORCING STEEL FOR TIE BEAM	65.00	252,406.70
900 (f)	Cu.m	14.09	REINFORCED CONCRETE ROOF BEAM	7,500.00	105,675.00
902 (f)	Kg.	3,394.91	REINFORCING STEEL FOR ROOF BEAM	65.00	220,669.15
900 (g)	Cu.m	0.68	REINFORCED CONCRETE COPING	8,000.00	5,440.00
902 (g)	Kg.	73.92	REINFORCING STEEL FOR CONCRETE COPING	70.00	5,174.40
900 (h)	Cu.m	4.8	REINFORCED CONCRETE WALL STIFFENER	8,000.00	38,400.00
902 (h)	Kg.	247.63	REINFORCING STEEL FOR WALL STIFFENER	70.00	17,334.10
903	bd.ft	8,998.0	FORMS AND SCAFFOLDINGS	40.00	359,920.00
	PART E		MASONRY WORKS		
506 (1)a	Sq.m	164.16	EXTERIOR MASONRY WORKS	1,000.00	164,160.00
506 (1)b	Sq.m	136.75	INTERIOR MASONRY WORKS	700.00	95,725.00

	PART F		FINISHING		
1027	Sq.m	696.70	CEMENT PLASTER FINISH	235.00	163,724.50
	PART G		TILEWORKS		
1018 (a)	Sq.m	286.65	FLOORING GRANITE TILES	1,350.00	386,977.50
1018 (b)	Sq.m	48.20	COMFORT ROOM CERAMIC TILES	1,000.00	48,200.00
1018 (c)	Sq.m	8.64	COUNTER GRANITE SLAB	3,500.00	30,240.00
	PART H		METAL STRUCTURES		
403 (a)			ROOF FRAMING AND TRUSSES		
a.	kg	10,793.292	MAIN BUILDING	75.00	809,496.90
b.	Pc	41.0	CANOPY	1,000.00	41,000.00
c.	Pc	5.0	STAINLESS RAILINGS	7,000.00	35,000.00
d.	Set	2.0	GRABRAIL FOR PWD COMFORT ROOM	5,500.00	11,000.00
1032 (a-1)	Lot	1.0	STEEL PAINTING WORKS	85,000.00	85,000.00
403 (b)	Sq.m	415.11	FIBER CEMENT BOARD ON LIGHT METAL FRAME	1,000.00	415,110.00
	Sq.m	283.0	Supply of Materials, Labor and Equipment for Fiber Cement Board Ceiling & Drywall, & Spandrel 6mm x 4' x 8' Hardiflex Cement Board on light gauge metal ceiling joist spaced at 0.60m on center bothways using 0.80mm x 12mm x 38mm carrying channel, 0.40mm x 19mm x 50mm double furring on ceiling board joists, 0.40mm x 19mm x 25mm single furring hangers and 0.40mm x 25mm x 25mm wall angle, interior ceiling		
	Sq.m	56.28	12mm x 4' x 8' Hardiflex Cement Board, double wall on light gauge vertical & horizontal wall studs using 0.40mm x 50mm x 100mm rectangular tube spaced at 0.60m on center both ways, drywall partition		
	Sq.m	75.83	40mm x 0.110m x 1s metal ceiling board, spandrel (white) using 0.40mm x 0.19mm x 50mm double furring ceiling joist and powder coated, white 0.40mm x 25mm x 25mm wall angle		
	PART I		ROOFING WORKS		
1014	In.m	457.0	PRE- PAINTED OVEN-BAKED METAL SHEETS	670.00	306,190.00

	PART J		DOORS AND WINDOWS		
1007	Unit	30.0	ALUMINUM WINDOWS	7,500.00	225,000.00
1008	Sq.m	5.0	ALUMINUM DOORS	30,000.00	150,000.00
1010 (b)	Unit	5.0	WOODEN DOORS W/ DOOR JAMB	10,000.00	50,000.00
			Supply of Materials, Labor and Equipment for the Wooden Doors w/ Door Jamb using the following:		
	set	1.0	D3 - Kiln Dried Wooden Panel Door, 0.80m x 2.10m with 2" x 6" S4S 2" x 6" S4S Kiln Dried Wooden Jamb, complete with Kwickset		
			Door knob and 3 1/2" x 3 1/2" Loosepin Hinges		
	set	1.0	D5 - Kiln Dried Wooden Panel Door, 0.70m x 2.10m with 2" x 6" S4S 2" x 6" S4S Kiln Dried Wooden Jamb, complete with Kwickset		
	set	1.0	D6 - Kiln Dried Wooden Panel Door, 1.00m x 2.10m with 2" x 6" S4S		
			2" x 6" S4S Kiln Dried Wooden Jamb, complete with Kwickset		
	set	1.0	D7 - Kiln Dried Wooden Panel Door, 0.90m x 2.10m with 2" x 6" S4S		
			2" x 6" S4S Kiln Dried Wooden Jamb, complete with Kwickset Door knob and 3 1/2" x 3 1/2" Loosepin Hinges		
	Set	1.0	D9 - Kiln Dried Wooden Panel Door, 0.60m x 2.10m with 2" x 6" S4S		
			2" x 6" S4S Kiln Dried Wooden Jamb, complete with Kwickset		
			Door knob and 3 1/2" x 3 1/2" Loosepin Hinges		
SPL 1	unit	2.0	PVC DOORS FOR C.R.	3,500.00	7,000.00
	PART K		ELECTRICAL WORKS		
1100	Pc.	1,231.0	CONDUIT, BOXES AND FITTINGS	140.00	172,340.00
1101	Mts.	4,231.0	WIRES AND WIRING DEVICES	260.00	1,100,060.00
			Supply of Materials, Labor and Equipment for the Wire and Wiring devices using the following:		
	m.	280.0	2.0 sq.mm THHN CU.Wire,Stranded		
	m.	1,597.0	3.5 sq.mm THHN CU.Wire,Stranded		
	m.	1,597.0	5.5 sq.mm THHN CU.Wire,Stranded		

	m.	62.0	8.0 sq.mm THHN CU.Wire,Stranded		
	m.	300.0	60 sq.mm THHN CU.Wire,Stranded		
	m.	30.0	38 sq.mm THHN CU.Wire,Stranded		
	m.	30.0	22 sq.mm THHN CU.Wire,Stranded		
	m.	150.0	200 sq.mm THHN CU.Wire,Stranded		
	m.	180.0	100 sq.mm TW CU.Wire,Stranded,Grounding		
	m.	25.0	8.0 sq.mm TW CU.Wire,Stranded,Grounding		
	m.	10.0	14 sq.mm TW CU.Wire,Stranded,Grounding		
	Pc.	2.0	Three Spool Secondary track (porcelain wire holder)		
	Set	2.0	Ground Rod, 16mmø x 8 ft.		
	Roll	94.0	0.16mm x 19mm x 16m PVC Electrical Insulating tape,Nitto		
	Pc.	6.0	Butyl Rubber Tape No. 15 Nitto		
1102	Set	3.0	PANEL BOARD	90,000.00	270,000.00
1102 (a)	Set	151.0	LIGHTING FIXTURES AND EXHAUST FAN	1,050.00	158,550.00
1102 (b)	set	8.0	ROOM AIR-CONDITION UNITS	83,750.00	670,000.00
			Supply of Materials, Labor and Equipment for the Installation of Room Air- Conditioning Units including Piping System		
			For Business Center & Private Room 1 & 2		
	unit	2.0	Inverter Type A/C (Inverter Compressor, Inverter Module, Inverter Fan Motor) 2.0HP, Cooling Capacity Range: 5,760 to 22800 kj/hr., wireless remote, auto-restart function, easy to clean panel, Nano Silver and photocatalyst filter that effectively blocks harmful germs and bacteria, anti- allergy agent filler, equipped with dehumidification device, new sleep mode-eco scan feature, refrigerant used=R410A, Model RAS- 19HT/RAC-19HTP, 230v/1ph/60hz, compressor warranty: 5 years, other parts: 1 year.		
			For Waiting Area		
	unit	1.0	Inverter Type A/C (Inverter Compressor, Inverter Module, Inverter Fan Motor) 1.5HP, Cooling Capacity Range: 4,680 to 18240 kj/hr., wireless		

			remote, auto-restart function, easy to clean panel, Nano Silver and photocatalyst filter that effectively blocks harmful germs and bacteria, anti-allergy agent filler, equipped with dehumidification device, new sleep mode-eco scan feature, refrigerant used=R410A, Model RAS-15HT/RAC-15HTP, 230v/1ph/6ohz, compressor warranty: 5 years, other parts: 1 year.		
			For Doctor's Consulting Cubicle, Reprocessing Room, Break Room		
	unit	3.0	Inverter Type A/C (Inverter Compressor, Inverter Module, Inverter Fan Motor) 0.8HP, Cooling Capacity Range: 4,680 to 10,640 kj/hr., wireless remote, auto-restart function, easy to clean panel, Nano Silver and photocatalyst filter that effectively blocks harmful germs and bacteria, anti-allergy agent filler, equipped with dehumidification device, new sleep mode-eco scan feature, refrigerant used=R410A, Model RAS-08HT/RAC-08HTP, 230v/1ph/6ohz, compressor warranty: 5 years, other parts: 1 year.		
			For Treatment Room, A/C Unit No. 1		
	Unit	1.0	Ceiling Casette Single Split Inverter Type A/C Unit, side discharge outdoor unit, 5.0HP cooling capacity, full DC inverter unit (Inverter compressor, inverter fan motor, inverter module) refrigerant used=R410A, Model RCI-5.0FSN1Q/RAC-140SQB/PC-ARQ, 230v/1ph/6ohz. Compressor warranty: 5 years		
			For Treatment Room, A/C Unit No. 2		
	unit	1.0	Ceiling Casette Single Split Inverter Type A/C Unit, side discharge outdoor unit, 4.0HP cooling capacity, full DC inverter unit (Inverter compressor, inverter fan motor, inverter module) refrigerant used=R410A, Model RCI-4.0FSN1Q/RAC-		

			112SQB/PC-ARQ, 230v/1ph/60hz. Compressor warranty: 5 years		
1102 (c)	set	1.0	FIRE PROTECTION SYSTEM	135,000.00	135,000.00
			Supply of Materials, Labor and Equipment for the Installation of Fire Protection System including Testing and Commissioning		
			FIRE ALARM DEVICES (CONVENTIONAL)		
	Pc.	14.00	Smoke Detector 24V		
	Unit	1.0	Heat Detector 24V14		
	Pc.	2.0	Fire Alarm Bell 24V		
	Pc.	2.0	Manual Pull Station		
	Pc.	1.0	Fire Alarm Control Panel - 4 zone		
			BASIC MATERIALS AND CONSUMABLES		
			Wires, Pipes and Fittings		
	Roll	5.0	Twisted wire #18		
	Ltr.	40.0	PVC Pipe 1/2"		
	Ltr.	15.0	PVC Pipe 3/4"		
	Ltr.	6.0	PVC Moulding 3/4"		
	Roll	1.0	Flexible hose 1/2" dia.		
	Pc.	2.0	Metal Box 2 x 4 with cover		
	Pc.	20.0	Metal Box 4 x 4 with cover		
	Pc.	10.0	Metal Box 4 x 11/16 with cover		
	Pc.	40.0	PVC Adaptor 1/2" dia. w/ locknut		
	Pc.	20.0	PVC Adaptor 3/4" dia. w/ locknut		
	Pc.	25.0	Flexible connector 1/2"		
			Hangers and Support Materials		
	Pc.	120.	Metal clamp 1/2"		
	Pc.	45.0	Metal clamp 3/4"		
	Pc.	50.0	Tox and screw # 6		
	Pc.	50.0	Tox and screw # 8		
	Pc.	100.0	Gypsum Screw (6 x 1)		
			Consumables		
	Pc.	10.0	Electrical tape 3m		
	Pc.	1.0	Masking tape 3/4'		
	Pc.	1.0	Packing Tape		
	Can	3.0	Butane Gas		
	Pc.	1.0	Hacksaw blade		
	Can	1.0	Solvent Cement 400cc		
	Kg.	1.0	Tie Wire #16		
	Kg.	1.0	Concrete Nails #3		
	pc	2.0	Metal drill bit 3/16		
	Pc	2.0	Mason drill bit 3/16		
	Pc	1.0	Mason drill bit 1/4		
	Pc	100.0	Cable Tie 12"		
	cvl	5.0	Fire extinguiser 10 lbs ABC		

PART L			PLUMBING WORKS		
1002 (4)	Pc.	358.0	SANITARY PIPES AND FITTINGS	145.00	51,910.00
1002 (5)	Pc.	66.0	PLUMBING FIXTURES AND ACCESSORIES	1,650.00	108,900.00
1002.2 .4	Cu.m	11.3	SEPTIC TANK	4,000.00	45,200.00
PART M			PAINTING WORKS		
1032 (a-1)	Sq.m	658.9	MASONRY WALL PAINTING	210.00	138,362.70
1032 (a-1)	Sq.m	283.0	CEILING PAINTING	145.00	41,035.00
1032 (a-2)	Sq.m	103.7	BUILT-IN COUNTER & CABINETS	250.00	25,920.00
PART N			CARPENTRY WORKS		
1003 (a)	Sq.m	103.7	BUILT-IN COUNTER & WOODEN DOORS	115.00	11,923.20
			TOTAL BID AS CALCULATED	>>>>>	₱8,334,000.02
			TOTAL BID AS READ	>>>>>	₱8,334,000.00
Eight Million Three Hundred Thirty Four Thousand Pesos Pesos Only					
Contract Amount as Read shall prevail as it is More Advantageous to the Government.					

7. Any controversy arising from this contract shall be resolved under the duly established alternative mode of settling disputes as provided by law. In case of resort to court action the parties agree that the venue thereof shall be in the proper court in the city of Tagbilaran to the exclusion of any other venues.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 22nd day of April, 2020 in Tagbilaran City, Bohol, Philippines.

PROVINCIAL GOV'T OF BOHOL

BY:


ATTY. ARTHUR C. YAP
Governor 

C. JANSEN CONSTRUCTION & GENERAL MERCHANDISE

BY:


MRS. CHERYL JANSEN C. VITOR
Proprietor

WITNESSES:


MIGUELITO S. JAYOMA
End User


ENGR. EUSTAQIUO G. CALIAO
PEO, Engineer IV


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BOHOL) S.S.
 TAGBILARAN CITY)

Personally appeared before me, Atty. Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. 19141 and Mrs. Cheryl Jansen C. Vitor with Community Tax Certificate No. _____, issued at _____, on _____, known to me to be the same persons who executed the foregoing instrument consisting of ten (10) pages including this page upon which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof, and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of APR 22 2020, 2020 in Tagbilaran City, Bohol, Philippines.

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Series of 2020


ATTY. ED MICHAEL E. SUPREMO
NOTARY PUBLIC
COMMISSION UNTIL DEC. 31, 2020
PTR NO. 0734257; 12-16-2019
IBP NO. 097028; 12-10-2019
ROLL OF ATTORNEY'S NO. 64084
NCS NO 2019-64; TIN NO. 284-756-695-000