

# ESTABLISHMENT OF A BANGUS FINGERLINGS PRODUCTION AND HOLDING AREA AT BISU CLARIN, BOHOL

## CONTRACT AGREEMENT

No: **2021-665**

THIS AGREEMENT, made this DEC 10, 2021 day of           , 2021 between **Office Of The Provincial Agriculturist** of Provincial Government of Bohol (hereinafter called the "Entity") and **1ST J.E ADLAWAN CONSTRUCTION AND SUPPLY CORPORATION** of Lipata, Minglanilla, Cebu (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **ESTABLISHMENT OF A BANGUS FINGERLINGS PRODUCTION AND HOLDING AREA AT BISU CLARIN, BOHOL** (hereinafter called "the Works") and the Entity has accepted the Bid for **₱ 3,456,912.21 in Three Million Four Hundred Fifty Six Thousand Nine Hundred Twelve Pesos And Twenty One Cents Only** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, Project shall be completed in **120 Calendar Days** in accordance with the provisions of the Bid Documents;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;

Activity No.	Description	Unit	Qty.	Unit Price	Amount
<b>PART A</b>	<b>COMPLETION OF HACHERY</b>				
800(1)	CLEARING & GRUBBING	SQ.M	229.35	21.29	4,882.86
1032 (1)A	REPAINTING OF CONCRETE	SQ.M.	309.20	116.15	35,913.58
1032 (1)C	REPAINTING OF STEEL	SQ.M.	176.62	178.66	31,554.93
<b>PART B</b>	<b>CONSTRUCTION OF FARMHOUSE</b>				-
800(1)	CLEARING & GRUBBING	SQ.M.	133.00	25.28	3,362.24
803(1)	STRUCTURAL EXCAVATION	CU.M.	37.57	1,032.49	38,790.65
SPL-1	BATTERBOARD	BD.FT	120.00	50.75	6,090.00
804(1)	FILL AND BACKFILL	CU.M.	40.68	703.00	28,598.04
900(1)	REINFORCED CONCRETE FOR COLUMN FOOTING	CU.M.	4.75	8,574.63	40,729.49

902(1)	REINFORCING STEEL FOR COLUMN FOOTING	KG.	369.72	82.65	30,557.36
900(1)	REINFORCED CONCRETE FOR TIE BEAM	CU.M.	3.71	8,528.00	31,638.88
902(1)	REINFORCING STEEL FOR TIE BEAM	KG.	700.62	82.69	57,934.27
900(1)	REINFORCED CONCRETE COLUMN	CU.M.	4.01	8,678.05	34,798.98
902(1)	REINFORCING STEEL FOR COLUMN	KG.	1,437.21	82.76	118,943.50
900(1)	REINFORCED CONCRETE FOR ROOF BEAMS	CU.M.	2.97	8,656.53	25,709.89
902(1)	REINFORCING STEEL FOR ROOF BEAMS	KG.	954.03	82.03	78,259.08
900(1)	REINFORCED CONCRETE FOR SLAB ON GRADE	CU.M.	6.72	8,689.06	58,390.48
902(1)	REINFORCING STEEL FOR SLAB ON GRADE	KG.	239.85	82.27	19,732.46
900(1)	REINFORCED CONCRETE FOR WALL FOOTING CONCRETE COPING AND COUNTER SLAB	CU.M.	0.84	9,146.88	7,683.38
902(1)	REINFORCING STEEL FOR WALL FOOTING CONCRETE COPING AND COUNTER SLAB	KG.	85.26	84.57	7,210.44
900(1)	REINFORCED CONCRETE FOR STIFFENER COLUMN, LINTEL BEAM AND LAMP	CU.M.	2.01	8,382.04	16,847.90
902(1)	REINFORCING STEEL FOR STIFFENER COLUMN, LINTEL BEAM AND LAMP POST	KG.	294.79	81.80	24,113.82
903	FORMS & SCAFFOLDINGS	BD.FT	1,460.00	62.03	90,563.80
1047	STRUCTURAL STEEL	KG.	3,780.70	135.19	511,112.83
1046	MASONRY WORKS(6" FOR EXTERIOR AND 4" INTERIOR WALL)	SQ.M.	121.16	1,369.16	165,887.43
1027 (1)	CEMENT PLASTER FINISH	SQ.M.	274.65	247.09	67,863.27
1018	TILEWORKS	SQ.M.	62.88	1,469.05	92,373.86
1018 (C)	COUNTER GRANITE SLAB	SQ.M.	1.98	8,794.41	17,412.93
1003 (1)A1	FIBER CEMENT BOARD ON LIGHT METAL FRAME	SQ.M.	115.72	1,076.20	124,537.86
	Interior Ceiling using 4.5mm x 4' x 8' Hardiflex Cement Board on Light Gauge Metal Frame Spaced at .60 M.O.C.B.W., using .80m x 12mm x 38m Carrying Channel .40mm x 19mm x 50mm Double Furring on Ceiling Board Joints and 40mm x 19mm x 25mm Single Furring Intermediate Joints Light Metal Hangers not to Exceed with Spacing 1.0m on Centers .40 x 25mm x 25mm and Gypsum Screw				



	Exterior Eave Ceiling Pre-Painted Spandrel Metal Ceiling While on Light Gauge Metal Studs Spaced at .60 M.O.C.B.W., 0.80m x 12mm x 38mm Carrying Channel .40mm x 19mm x 50mm Single Furring Hangers, 40mmx25mm x 25mm Wall Angle Gypsum Screw 300mm x 1000mm Pre-Lab Light Metal Frame Airvent				
1003 (3)	BUILT-IN KITCHEN CABINET	LOT	1.00	17,880.17	17,880.17
1008 (1).A	ALUMINUM GLASS WINDOW	SQ.M.	2.82	4,605.85	12,988.50
	W4-1-3/4" x 4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion, Three Panes using 1/4" thk clear glass, fixed window, 2.40m x 0.60m for Storage Room				
	W5-1-3/4" x 4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion, Two Panes using 1/4" thk clear glass, fixed window, 1.60m x 0.60m for pump room				
	W6-1-3/4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion with 1/4" thk clear glass, awning window, 0.70m x 0.60m for Comfort Room				
1009 (1)A	JALOUSIE GLASS WINDOW	SQ.M.	9.75	3,580.35	34,908.41
	W1-1-3/4" x 4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion, Four Bays using 1/4" x 4" Thick Clear Jalousie Blades, Double Control(A-1 Jalousie Blade), 2.4ml x 1.25mH				
	W2-1-3/4" x 4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion, Three Bays using 1/4" x 4" Thick Clear Jalousie Blades, Double Control(A-1 Jalousie Blade), 1.2ml x 1.25mH				
	W3-1-3/4" x 4" Open Back Analok Aluminum Frame and 1-3/4" x 4" Rectangular Tube Mullion, Two Bays using 1/4" x 4" Thick Clear Jalousie Blades, Double Control(A-1 Jalousie Blade), 0.6ml x 1.25mH				
1010 (2)A	LOUVER WINDOW	SQ.M.	8.40	4,811.56	40,417.10
1010 (2)B	WOODEN DOORS W/ DOOR JAMB	SET	4.00	10,561.03	42,244.12
1010 (2)	PVC DOORS	SET	1.00	5,756.63	5,756.63
1032 (1)A	PAINTING FOR MASONRY WALL	SQ.M	255.00	287.69	73,360.95
1032 (1)B	PAINTING FOR CEILING	SQ.M	62.72	190.74	11,963.21
1032 (1)C	PAINTING FOR WOODEN DOORS, DOOR JAMB AND DOOR FRAME	SQ.M	18.92	530.34	10,034.03

1032 (A-2)	PAINTING FOR KITCHEN CABINETS	SQ.M	25.78	391.23	10,085.91
1032	PAINTING FOR STEEL	SQ.M	288.94	134.03	38,726.63
1014 (1)B2	PRE-PAINTED METAL SHEETS	SQ.M	163.00	1,256.04	204,734.52
<b>PART B.1</b>	<b>ELECTRICAL WORKS</b>				-
1100	CONDUIT BOXES AND FITTINGS	LOT	1.00	17,645.25	17,645.25
1101	WIRES & WIRING DEVICES	M.	800.00	129.40	103,520.00
1102	PANEL BOARD	SET	1.00	18,684.75	18,684.75
1103	LIGHTING FIXTURES	SET	15.00	2,251.90	33,778.50
<b>PART B.2</b>	<b>PLUMBING WORKS</b>				-
1002	PLUMBING FOR SANITARY LINES, WATERLINES AND FIXTURES FOR FARMHOUSE	LOT	1.00	53,767.88	53,767.88
SPL(1)	SEPTIC TANK	CU.M	13.68	5,289.13	72,355.30
<b>PART C.</b>	<b>CONSTRUCTION OF ELEVATED CONCRETE WATER TANK</b>				-
803	EARTHWORK	CU.M	9.63	1,793.40	17,270.44
900	REINFORCED CONCRETE	CU.M	10.01	8,030.11	80,381.40
902	REINFORCING STEEL	KG.	2,445.63	70.86	173,297.34
903	FORMS & SCAFFOLDINGS	BD.FT.	1,464.00	58.91	86,244.24
1027	CEMENT PLASTER FINISH	SQ.M	91.59	273.85	25,081.92
1032	PAINTING WORKS	SQ.M	61.21	195.17	11,946.36
1047	FABRICATION AND INSTALLATION OF STAIR RUNG, TANK RAILINGS	LOT	1.00	30,492.00	30,492.00
1016	CEMENTITIOUS WATER PROOFING APPLICATION	SQ.M	39.00	897.28	34,993.92
<b>PART D.</b>	<b>SUPPLY &amp; INSTALLATION OF PUMPS, PIPES, FITTINGS AND ACCESSORIES</b>				-
800(1)	CLEARING & GRUBBING	SQ.M	500.00	20.30	10,150.00
803(1)	WATER PIPE EXCAVATION	CU.M	37.50	1,081.85	40,569.38
1002	PIPE, FITTINGS AND ACCESSORIES	LOT	1.00	142,177.88	142,177.88



1201	SUBMERSIBLE PUMP AND CONTROL	LOT	1.00	229,976.25	229,976.25
	SUBMERSIBLE PUMP 1.5HP, 220 VOLTS(COMPLETE W/ CONTROL ACCESSORIES)	SETS	2.00		
	SUBMERSIBLE PUMP 0.7HP, 220 VOLTS INCLUDING ACCESSORIES	SETS	6.00		
	DOUBLE THROW SWITCH	SET	1.00		
	8.0 MM <sup>2</sup> CU.THWN	M.	500.00		
	PUSH BUTTON SWITCH	SET	1.00		
	DIESEL GENERATOR SET	SET	1.00		
	BLOWER(AIR PUMP), 0.75 KW,(W CONTROL ACCESSORIES)	SET	1.00		
<b>TOTAL AS CALCULATED</b>			>>>>	<b>₱3,456,927.22</b>	
<b>TOTAL AS BID AS READ</b>			>>>>	<b>₱3,456,912.21</b>	
<b><i>Three Million Four Hundred Fifty Six Thousand Nine Hundred Twelve Pesos And Twenty One Cents Only</i></b>					
<b>Contract Amount As Read shall prevail as it is more advantageous to the Government</b>					

- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any;

**b.** Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

**c.** Performance Security;

**d.** Notice of Award of Contract and the Bidder's conforme thereto; and

**e.** Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of ***Three Million Four Hundred Fifty Six Thousand Nine Hundred Twelve Pesos And Twenty One Cents Only*** or such other sums as may be ascertained, **Ms. Leila A. Adlawan** agrees to **ESTABLISHMENT OF A BANGUS FINGERLINGS PRODUCTION AND HOLDING AREA AT BISU CLARIN, BOHOL** in accordance with his/her/its Bid.

4. The **Office of The Provincial Agriculturist** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this DEC 16 day of 2021, 2021 in CEBU CITY, Philippines.

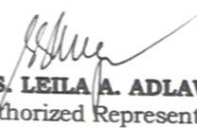
**PROVINCIAL GOVERNMENT OF BOHOL**  
BY:

**1<sup>st</sup> J.E ADLAWAN CONSTRUCTION AND SUPPLY CORPORATION**  
(Contractor)  
BY:

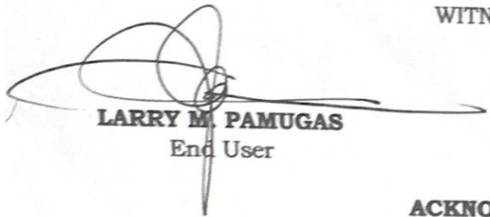
**ATTY. ARTHUR C. YAP**  
Governor



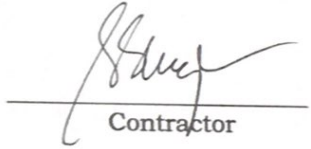
**MS. LEILA A. ADLAWAN**  
Authorized Representative



WITNESSES:



**LARRY M. PAMUGAS**  
End User



Contractor

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF CEBU CITY ) S.S.

Personally appeared before me, **Atty. Arthur C. Yap** representing the Provincial Government of Bohol with **Employee ID No. 19141** and **MS. LEILA A. ADLAWAN** with \_\_\_\_\_, \_\_\_\_\_, known to me to be the same persons who executed the foregoing instrument consisting of six (6) 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 \_\_\_\_\_, 2021 in CEBU CITY, Philippines.

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Series of 2021

**ATTY. JOSEPH DALE L. BATOCTOY**  
Notary Public for Cebu City  
Notarial Commission No. 019-20 until December 31, 2021  
3767 Dona Josefa Village, Banawa-Guadalupe, Cebu City  
Roll of Attorney's No. 72404  
IBP No. ARA2703008 / January 12, 2021 / Cebu Chapter  
PTR No. 2298481 / January 5, 2021 / Cebu City  
MCLE Exempt; Admitted on June 14, 2019