

**CONCRETING OF PATHWAY AT TUBIGON WEST CENTRAL
HIGH SCHOOL AT POOC ORIENTAL, TUBIGON, BOHOL**

CONTRACT AGREEMENT

No: **2022-029**

JAN 20 2022

THIS AGREEMENT, made this ___ day of _____, 2022 between **EDUCATION DEVELOPMENT CENTER** of Provincial Government of Bohol (hereinafter called the "Entity") and **3N CONSTRUCTION & SUPPLY** of Sta. Cruz, Calape, Bohol (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **CONCRETING OF PATHWAY AT TUBIGON WEST CENTRAL HIGH SCHOOL AT POOC ORIENTAL, TUBIGON, BOHOL** hereinafter called "the Works") and the Entity has accepted the Bid for **P 270,991.40** in to **Two Hundred Seventy Thousand Nine Hundred Ninety One Pesos and Forty Centavos 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 **21 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
PART A	GENERAL REQUIREMENTS				
A.1	PROJECT BILLBOARD	LOT	1.0	6,750.00	6,750.00
A.2	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	LOT	1.0	4,260.00	4,260.00
PART B	SITE PREPARATION				
802(2)	SURPLUS COMMON EXCAVATION / PATHWAY	CU.M	22.80	1,170.00	26,676.00

PART C	GROUND DEVELOPMENT				
200	AGGREGATE SUBBASE COURSE, 0.20m thick	CU.M	18.00	1,945.00	35,010.00
311	PORTLAND CEMENT CONCRETE PAVEMENT (UNREINFORCED) - 0.20m thk, 21 DAYS	CU.M	76.00	1,820.00	138,320.00
PART D	CONSTRUCTION OF DRAINAGE SYSTEM				
103	STRUCTURE EXCAVATION (19.00 In.m. Drainage Open Canal)	CU.M	13.68	1,660.00	22,708.80
506(1)	STONE MASONRY (Lined Canal)	CU.M	7.98	4,670.00	37,266.60
TOTAL			>>>>>	₱ 270,991.40	
<i>Two Hundred Seventy Thousand Nine Hundred Ninety One Pesos and Forty Centavos Only</i>					

- 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 ***Two Hundred Seventy Thousand Nine Hundred Ninety One Pesos and Forty Centavos Only***, or such other sums as may be ascertained, **MR. MANUELITO R. MOSQUEDA** agrees to **CONCRETING OF PATHWAY AT TUBIGON WEST CENTRAL HIGH SCHOOL AT POOC ORIENTAL, TUBIGON, BOHOL**, in accordance with his/her/its Bid.

4. The **EDUCATION DEVELOPMENT CENTER** 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 20 day of JANUARY, 2022 in _____, Philippines.

PROVINCIAL GOVERNMENT OF BOHOL
BY:

3N CONSTRUCTION & SUPPLY
(Contractor)
BY:

ATTY. ARTHUR C. YAP
Governor

MR. MANUELITO R. MOSQUEDA
Proprietor

WITNESSES:

GINALUZ E. DANO
End User

MARCELO PERONCA
(Contractor)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) S.S.

Personally appeared before me, **Atty. Arthur C. Yap** representing the Provincial Government of Bohol with **Employee ID No. 19141** and **Mr. Manuelito R. Mosqueda** with _____, known to me to be the same persons who executed the foregoing instrument consisting of three (3) 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 _____, 2022 in _____ Philippines.



ATTY. ADAM BELSON L. JALILA
NOTARY PUBLIC FOR TAGBILARAN CITY, BOHOL
NCS No. 2020-19
COMM. EXPIRES ON JUNE 30, 2022
3/F PAMUGAS BLDG. J.A. CLARIN ST.
DAMPAS DIST. TAGBILARAN CITY, BOHOL
ROLL 53192, IBP 00898, TIN 232-794-746
MCLE COMPL. VI-0006672, VALID UNTIL 4-14-22
PTR 0978241, 12-27-21, FOR 2022