

**CONSTRUCTION OF PERIMETER FENCE OF CATIGBIAN
DISTRICT HOSPITAL AT CATIGBIAN, BOHOL**

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01/27/2021

CONTRACT AGREEMENT

No: 2020-937

THIS AGREEMENT, made this 28TH day of December, 2020 between Catigbian District Hospital of Provincial Government of Bohol (hereinafter called the "Entity") and CLAIRE CONSTRUCTION AND SUPPLY of Corner Tupas & L. Flores St. Pasil, Cebu City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute CLAIRE CONSTRUCTION AND SUPPLY of Corner Tupas & L. Flores St. Pasil, Cebu City (hereinafter called "the Works") and the Entity has accepted the Bid for ₱ 4,178,664.49 in Four Million One Hundred Seventy Eight Thousand Six Hundred Sixty Four Pesos and Forty Nine 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 90 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				
A1	TECHNICAL /PROFESSIONAL SERVICES AND PERMITS	Lot	1.0	10,000.00	10,000.00
A3	TEMPORARY POWER AND WATER CONNECTION	Lot	1.0	5,000.00	5,000.00
B.5	PROJECT BILLBOARD	Lot	1.0	10,793.78	10,793.78
B.7 (2)	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	Lot	1.0	36,594.27	36,594.27
PART B.	SITE CLEARING WORKS				
800	CLEARING AND GRUBBING	Sq.m	250.0	17.40	4,350.00
PART	REAR, RIGHT AND LEFT SIDE FENCE		101210843		

804(A)	BACKFILLING AND COMPACTION	Cu.m	37.00	462.75	17,121.75
900	REINFORCED CONCRETE (Fc'= 20.70 Mpa)				
900 (A)	REINFORCED CONCRETE COLUMN FOOTING	Cu.m	16.12	7,691.07	123,980.05
902 (A)	REINFORCING STEEL FOR CONCRETE COLUMN FOOTING	Kg.	1,326.36	71.20	94,436.83
900 (B)	REINFORCED CONCRETE COLUMN	Cu.m	19.43	7,740.98	150,407.24
902 (B)	REINFORCING STEEL FOR CONCRETE COLUMN	Kg.	5,086.70	73.95	376,161.47
900(C)	REINFORCED CONCRETE TIE BEAM	Cu.m	13.70	8,003.44	109,647.13
902(C)	REINFORCING STEEL FOR CONCRETE TIE BEAM	Kg.	2,707.87	70.98	192,204.61
900 (D)	REINFORCED CONCRETE BASE WALL	Cu.m	22.84	7,793.00	177,992.12
902 (D)	REINFORCING STEEL FOR CONCRETE BASE WALL	Kg.	1,502.50	73.33	110,178.33
900(E)	REINFORCED CONCRETE COPING	Cu.m	3.43	8,019.20	27,505.86
902(E)	REINFORCING STEEL FOR CONCRETE COPING	Kg.	702.48	76.28	53,585.17
903	FORMS AND SCAFFOLDINGS				
A.	BATTERBOARDS	Bd.ft	296.67	48.96	14,524.96
B.	FORMS, SCAFFOLDINGS AND BRACES FOR COLUMNS	Bd.ft	2,733.33	62.60	171,106.46
C.	FORMS AND BRACES FOR CONCRETE BASE WALL	Bd.ft	4,300.00	57.16	245,788.00
1046	MASONRY WORKS	Sq.m	422.45	945.16	399,282.84
1027	CEMENT PLASTER FINISH	Sq.m	1,546.50	358.16	553,894.44
PART D.	FRONT FENCE ALONG THE PROVINCIAL ROAD				

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804 (A)	BACKFILLING AND COMPACTION	Cu.m	14.00	506.82	7,095.48
900	REINFORCED CONCRETE (Fc'=20.70 Mpa)				
900 (A)	REINFORCED CONCRETE COLUMN FOOTING	Cu.m	6.72	7,477.67	50,249.94
902 (A)	REINFORCING STEEL FOR CONCRETE COLUMN FOOTING	Kg.	558.97	74.13	41,436.45
900 (B)	REINFORCED CONCRETE COLUMN	Cu.m	5.91	7,961.49	47,052.41
902 (B)	REINFORCING STEEL FOR CONCRETE COLUMN	Kg.	1,346.42	72.55	97,682.77
900(C)	REINFORCED CONCRETE TIE BEAM	Cu.m	4.92	7,854.21	38,642.71
902(C)	REINFORCING STEEL FOR CONCRETE TIE BEAM	Kg.	1,048.50	72.07	75,565.40
900(E)	REINFORCED CONCRETE COPING	Cu.m	1.34	8,098.47	10,851.95
902(E)	REINFORCING STEEL FOR CONCRETE COPING	Kg.	273.55	75.14	20,554.55
903	FORMS AND SCAFFOLDINGS				
A.	BATTERBOARDS	Bd.ft	91.67	49.64	4,550.50
B.	FORMS, SCAFFOLDINGS AND BRACES FOR COLUMNS	Bd.ft	814.0	59.57	48,489.98
1046	MASONRY WORKS	Sq.m	53.27	863.99	46,024.75
1027	CEMENT PLASTER FINISH	Sq.m	139.03	355.51	49,426.56
PART E.	FABRICATION AND INSTALLATION OF FENCE STEEL RAILINGS AND STEEL GATES				
1051 (5)	METAL STRUCTURES				
A.	FENCE RAILINGS	Sq.m	178.94	2,549.13	456,141.32

B.	MAIN ENTRANCE AND EXIT SLIDING GATE AND SWING MAN GATE	Sq.m	24.38	6,850.10	167,005.44
C.	ACCESS GATE FOR THE CADAVER HOLDING AREA	Sq.m	8.49	4,084.85	34,680.38
TOTAL AS CALCULATED				>>>>>	P 4,178,664.49
TOTAL AS BID AS READ				>>>>>>	P 4,178,679.05
<i>Four Million One Hundred Seventy Eight Thousand Six Hundred Sixty Four Pesos and Forty Nine Centavos Only</i>					
Contract Amount As Calculated shall prevail as it is more advantageous to the Government					

- 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 ***Four Million One Hundred Seventy Eight Thousand Six Hundred Sixty Four Pesos and Forty Nine Centavos Only*** or such other sums as may be ascertained, **Mr. Peter Ricardo R. Muaná** agrees to **CONSTRUCTION OF PERIMETER FENCE OF CATIGBIAN DISTRICT HOSPITAL AT CATIGBIAN, BOHOL** in accordance with his/her/its Bid.

4. The ***Catigbian District Hospital*** 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.

101210843 *PMU*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 28th day of DECEMBER, 2020 in Tagbilaran City, Bohol, Philippines.


PROVINCIAL GOV'T OF BOHOL

BY:


ATTY. ARTHUR C. YAP
Governor

CLAIRE CONSTRUCTION AND SUPPLY

BY:


MR. PETER RICARDO R. MUAÑA
Proprietor

WITNESSES:


ESTERLITA A. TUBAL, M.D
End User


ENGR. EUSTAQUIO G. CALIAO
Engineer IV

ACKNOWLEDGEMENT

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

Personally appeared before me, **Atty. Arthur C. Yap** representing the Provincial Government of Bohol with **Employee ID No. 19141** and **Mr. Peter Ricardo R. Muaña** with Community Tax Certificate No. 84639412, issued at Cebu City, on January 08, 2020, known to me to be the same persons who executed the foregoing instrument consisting of five (5) 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 28th day of DECEMBER, 2020 in Tagbilaran City, Bohol, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020 _____

ATTY. DONI D. PIQUERO

Notary Public for Tagbilaran City, Bohol
Notarial Commission Serial No. 2020-29
Commission Expires on December 31, 2021
51 Remolador Street, Tagbilaran City, Bohol
Roll No. 40853, April 12, 1996
IBP Lifetime No 02213 Dec. 30, 2000
PTR No 0738409 - 01/03/20, Tagbilaran City