

REHABILITATION OF PONDOL TO CANDAIGAN FARM TO MARKET ROAD, LOON, BOHOL

CONTRACT AGREEMENT

No: 2022-724

THIS AGREEMENT, made this 22 DEC 2022 day of DECEMBER, 2022 between Provincial Government of Bohol (hereinafter called the "Entity") and **BSP AND COMPANY INC.** of Brgy. Tunasan Muntinlupa City Philippines (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Rehabilitation of Pondol to Candaigan Farm to Market Road Loon, Bohol** hereinafter called "the Works") and the Entity has accepted the quotation for **₱ 91,448,601.20** in to **Ninety-One Million four Hundred Forty-Eight Thousand Six Hundred One Pesos and Twenty Centavo 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 **356 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;

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
PART A	FACILITIES FOR THE ENGINEER				
A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	Month	12.00	50,000.00	600,000.00
PART B	OTHER GENERAL REQUIREMENTS				
B.5	Project Billboard/Signboard	Each	2.00	30,000.00	60,000.00
B.7	Occupational Safety and Health Program	Lot	1.00	570,000.00	570,000.00
B.9	Mobilization/Demobilization	Lot	1.00	1,900,000.00	1,900,000.00
PART C	EARTHWORKS				
100	Clearing and Grubbing	Sq.M.	22,752.00	10.00	227,520.00
101(3)b 1	Removal of Actual Structures/Obstruction, 0.15m thk. Unreinforced PCCP	Sq.M.	1,401.18	75.00	105,088.50
101(4)a 1	Removal of Actual Structures/Obstruction, 610mm dia. RCPC	Lin.M.	88.00	750.00	66,000.00
101(4)a 2	Removal of Actual Structures/Obstruction, 710mm dia. RCPC	Lin.M.	15.00	900.00	13,500.00
102(2)	Surplus Common Excavation	Cu.M.	42,070.10	120.00	5,048,412.00
103(1)a	Structure Excavation (Common Soil)	Cu.M.	1,060.13	200.00	212,026.00
103(6)a	Pipe Culverts and Drain Excavation	Cu.M.	1,857.25	250.00	464,312.50

104(2)a	Embankment (Common Borrow)	Cu.M.	13,202.93	300.00	3,960,879.00
105	Subgrade Preparation	Sq.M.	38,106.08	30.00	1,143,182.40
PART D	SUBBASE AND BASE COURSE				
200	Aggregate Subbase Course	Cu.M.	10,265.19	900.00	9,238,671.00
PART E	SURFACE COURSE				
311	Portland Cement Concrete Pavement, 150mm	Sq.M.	23,843.66	1,250.00	29,804,575.00
PART F	BOX CULVERT, DRAINAGE & SLOPE PROTECTION STRUCTURES				
404	Reinforcing Steel	Kg.	10,966.11	80.00	877,288.80
405	Structural Concrete	Cu.M.	118.38	16,000.00	1,894,080.00
500(1)a 3	Reinforced Concrete Pipe Culvert, 910mm dia.	Lin.M.	210.00	9,000.00	1,890,000.00
500(1)a 4	Reinforced Concrete Pipe Culvert, 1070mm dia.	Lin.M.	36.00	12,500.00	450,000.00
505(2)a	Grouted Riprap, Class A	Cu.M.	4,599.00	3,700.00	17,016,300.00
506	Stone Masonry	Cu.M.	2,520.35	4,200.00	10,585,470.00
PART G	MISCELLANEOUS STRUCTURES				
605	Danger/Warning Signs	Each	38.00	30,000.00	1,140,000.00
612(1)	Reflectorized Pavement Markings, White	Sq.M.	1,185.00	1,200.00	1,422,000.00
612(2)	Reflectorized Pavement Markings, Yellow	Sq.M.	330.42	1,300.00	429,546.00
620(1)a 1	Chevron Signs (450mm x 600mm)	Each	172.00	5,000.00	860,000.00
709	Reflectorized Paint (Front only of the Parapet)	Sq.M.	1,381.75	1,000.00	1,381,750.00
SPL-1	Installation of Utility Cross GI Pipes (L=9.00m)	Each	16.00	5,500.00	88,000.00
			TOTAL BID PRICE (AS READ and ARITHMETICALLY CORRECTED)		91,448,601.20
Ninety-One Million Four Hundred Forty-Eight Thousand Six Hundred One Pesos and Twenty Centavos					

- 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 ***Ninety-One Million four Hundred Forty-Eight Thousand Six Hundred One Pesos and Twenty Centavo Only*** or such other sums as may be ascertained, **MR. BEN-AZEL S. PONIO** agrees to **Rehabilitation of Pondol to Candaigan Farm to Market Road Loon, Bohol** in accordance with his/her/its Bid.
4. The *Provincial Government of Bohol* 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 _____ day of 22 DEC 2022, 2022 in _____, Philippines.

**PROVINCIAL GOVERNMENT
OF BOHOL**

BY:


ERICO ARISTOTLE C. AUMENTADO
Governor


BSP AND COMPANY INC.

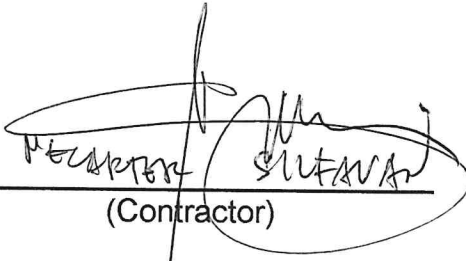
(Contractor)

BY:


MR. BEN-AZEL S. PONIO
Proprietor

WITNESSES:


CAMILO L. GASATAN
End User



(Contractor)


ACKNOWLEDGMENT

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

Personally appeared before me, **Erico Aristotle C. Aumentado** representing the Provincial Government of Bohol with **Employee ID No. 2257** and **Mr. Ben-Azel S. Ponio** with _____, known to me to be the same persons who executed the foregoing instrument consisting of seven(7) 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 DEC 22 2022, 2022 in _____ Philippines.

Doc. No. 6
Page No. 2
Book No. 9
Series of 2022


ATTY. RANDY B. PINGKIAN
NCS NO. 2021-14, NOTARY PUBLIC UNTIL DEC. 31, 2022
ROLL NO. 67527, O.R. NO. 18784 FOR 2022
TIN: 238-673-921, PTR NO. 2467288 FOR 2022
MCLE COMPLIANCE NO. VII-00J6524 VALID UNTIL 04/14/2025
FOR THE CITY OF TAGBILARAN AND IN THE PROVINCE OF BOHOL