

# CONTRACT AGREEMENT

**THIS AGREEMENT**, made this 4<sup>th</sup> day of May, 2021, between **the PROVINCIAL GOVERNMENT OF ISABELA**, with office address at the Provincial Capitol Compound, Alibagu, Ilagan City, Isabela, hereinafter called the "Entity";

And

**Dragon Twelve Builders & Construction Supply** represented by **MR. JONATHAN L. DIAZ, Proprietor** with office address at **Arranz St. Calamagui 2<sup>nd</sup>, City of Ilagan, Isabela**, hereinafter called the "Contractor";

WHEREAS, the Entity is desirous that the Contractor execute the **Construction of Sitio Cama, Simanu Norte Water System, San Pablo, Isabela** under ITB No. 021-04, hereinafter called "the Works" and the Entity has accepted the Bid for **Two Million Four Hundred Ninety Five Thousand One Hundred Twenty Eight Pesos (Php2,495,128.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

## **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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

