

Form of contract Agreement

THIS AGREEMENT, made this 27th day of AUGUST 2021 between the Local Government Unit of Tinglayan represented by **HON. SACRAMENT S. GUMILAB** - Municipal Mayor of Tinglayan, hereinafter called the "Entity" and **LUWANG CONSTRUCTION**. Represented by **EASTER M. LUMIWES**-Manager hereinafter call the "Contractor"

WHEREAS, the Entity is desirous that the Contractor execute the **CONTINUATION OF THE CONSTRUCTION OF MUNICIPAL ISOLATION BUILDING @ POBLACION, TINGLAYAN KALINGA** with an appropriation amount **P 4,000,0000.00** hereinafter called "the Works" and the Entity has accepted the Bid in the amount of **THREE MILLION NINE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED FORTY SIX PESOS & 99/100(Php. 3,991,846.99)**; 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 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Specification Condition of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.
- (h)

3. In consideration of the payment to be made by the Entity to the Supplier as hereinafter mentioned, the Supplies hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The Entity hereby covenants to pay the Supplier in considerations of the execution and completion of the Goods, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.