



REPUBLIC OF THE PHILIPPINES
PROVINCE OF PANGASINAN
MUNICIPALITY OF ANDA
OFFICE OF THE MUNICIPAL MAYOR

CONTRACT AGREEMENT

THIS AGREEMENT made this **16th** day of **March 2020** between **LOCAL GOVERNMENT UNIT OF ANDA**, Poblacion, Anda, Pangasinan (hereinafter called the "Entity") and **ALCEL CONSTRUCTION** represented by **ALEXANDER M. ANG** of Alaminos City, Pangasinan, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **REHABILITATION/CONCRETING OF TORITORI (PAGASA) ROAD** (hereinafter called "the Works") and the Entity has accepted the Bid for **NINE HUNDRED NINETY EIGHT THOUSAND THREE HUNDRED NINETY EIGHT PESOS (P998,398.00)** by the Contractor for the execution and completion of such Work 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 part of this Agreement, to wit:
 - a. General and Special Conditions of Contract; (Specified in the Phil. Bidding Documents Section IV & section V)
 - b. Specifications;
 - c. Invitation to Bid;
 - d. Instruction to Bidders; (specified in the Phil. Bidding Documents Section II)
 - e. Bid Data Sheet;
 - f. Addenda and/or Supplemental/Bid Bulletins, if any;
 - g. Bid Form, including all documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - h. Eligibility requirements, documents and/or statements;
 - i. Performance Security;
 - j. Credit line by a licensed bank, if any;
 - k. Notice of Award and the Bidder's conformed thereto;
 - l. Other Contract documents that may be required by existing laws and/or Entity
3. In consideration of the payments to be made by **LGU - Anda** to the Contractor as hereinafter mentioned, the **Contractor** hereby covenants with **LGU - Anda** to execute and complete the Works in **SIXTY (60) calendar days** from notice to proceed and remedy any defects therein in conformity with the provisions of this Contract in all aspects.
4. **LGU - Anda** 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.
5. In the event of disagreement in determining the responsibility and liability for any loss or damage to the properties or premises of the Municipality of Anda, the disagreement shall be finally settled by arbitration. The decision of the arbiter, who shall be acceptable to both parties, shall be final. Subject to existing laws, should arbitration fail and court action is resorted to, venue shall be vested in the court in Anda; and
6. The Terms and conditions herein set forth shall automatically modified by the applicable provisions of laws and regulations, especially as they pertain to the Implementing Rules & Regulations of the Government Procurement Reform Act (RA 9184) and shall be accordingly effective at the date which the law or regulation so provides.