



REPUBLIC OF THE PHILIPPINES
PROVINCE OF PANGASINAN
MUNICIPALITY OF ANDA

CONTRACT AGREEMENT

THIS AGREEMENT made this 5th day of **October 2022** between **LOCAL GOVERNMENT UNIT OF ANDA**, represented by **Hon. JOGANIE C. RARANG** of Poblacion, Anda, Pangasinan (hereinafter called the "Entity") and **M.L.S. CONSTRUCTION** represented by **MICHAEL L. SANTIAGO** of #04 Lucap, Alaminos City, Pangasinan, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **CONSTRUCTION OF PERIMETER FENCE AT MRF TORI TORI PHASE II** hereinafter called "the Works") and the Entity has accepted the Bid for **FIVE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED SIXTY TWO PESOS AND FIFTY TWO CENTAVOS (₱598,962.52)** by the Contractor for the execution and completion of such Work and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

6. 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.
7. The following documents as required by the 2016 revised Implementing Rules and Regulation of Republic Act. No. 9184 shall be deemed to form to form and be read and construed as part of this Agreement, to wit:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - 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 correction to 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.
8. In consideration of the payments to be made by **Entity** to the Contractor as hereinafter mentioned, the **Contractor** hereby covenants with **Entity** to execute and complete the Works in **Forty five (45) calendar days** from notice to proceed and remedy any defects therein in conformity with the provisions of this Contract in all aspects.
9. **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.
10. 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



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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.

IN WITNESS WHEREOF, the duly authorized parties representative of the parties have hereunto set their hands in the Poblacion, Anda, Pangasinan, this 5th day of **October 2022**.

MUNICIPALITY OF ANDA
 HON. JOGANIE C. RARANG
 Municipal Mayor

M.L.S. CONSTRUCTION
 MICHAEL L. SANTIAGO
 Owner/Manager

CTC # 08503495
 Date Issued: January 4, 2022
 Place Issued: Anda, Pangasinan
 Tin#: 248-202-988-000
 Driver's License #: N03-06-023055

CTC # 09575955
 Date Issued: 1/20/2022
 Place Issued: ALAMINOS CITY, PANGASINAN
 Tin#: 929-041-746
 Driver's License #: A09-94-010004

Signed in the Presence of:

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

ACKNOWLEDGEMENT

BEFORE ME, Notary Public and in the Province of Pangasinan personally appeared **JOGANIE C. RARANG**, with Residence Certificate No. 08503495 Issued on January 4, 2022 at Anda, Pangasinan in his official capacity as Municipal Mayor, LGU-Anda representing the Municipality of Anda and **MICHAEL L. SANTIAGO** with Residence Certificate No. 09575955, Issued on Jan. 20, 2022 at Alaminos City, Pangasinan known to and to me known to be same person who executed the foregoing CONTRACT AGREEMENT and they acknowledged to me that the same is their true acts and deeds for and behalf of the Parties they represent.

This instrument consists of two (2) pages, including this page of which the ACKNOWLEDGE is written, duly signed by the contracting parties and their witnesses at the left margin and above their type written name.

OCT 05 2022

IN WITNESS WHEREOF, I have hereto affixed my signature and seal of office this _____ day of

_____ at Alaminos City, Pangasinan

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ATTY. CIRILO B. RADO
 NOTARY PUBLIC
 UNTIL DEC. 31, 2022
 PTR No. 0734318
 ALAMINOS CITY, PANG.
 IBP LIFETIME No. 08511
 ROLL No. 32993
 MCLE No. VI-0007158