

Project Number : DOLE-CAR 2018-01 INFRA
Project Title : Construction of One-Storey Office Building
Location : DOLE-CAR, Baguio City

CONTRACT OF AGREEMENT

For the Department of Labor and
Employment-Cordillera
Administrative Region
By:


EXEQUIEL RONIE A. GUZMAN
Regional Director

For A.L. CONSTRUCTION
By:


AGAPITO L. SAGANDOY
Proprietor/General Manager

WITNESSES:


JESUS ELPIDIO B. ATAL, JR., MNSA
Asst. Regional Director


ALBERT L. SAGANDOY
A.L. Construction

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF AGREEMENT, made this 8th day of November 2018 by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through The Department of Labor and Employment-Cordillera Administrative Region, Cabinet Hill, Baguio City represented herein by **EXEQUIEL RONIE A. GUZMAN**, Regional Director, duly authorized for this purpose, herein referred to as the "**PROCURING ENTITY**"

-and-

A.L. CONSTRUCTION, a single proprietorship / partnership / Corporation / joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Batuang, Virac Itogon, Benguet represented herein by **MR. AGAPITO L. SAGANDOY**, duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**:",

WITNESSETH:

WHEREAS, the ENTITY is desirous that the CONTRACTOR execute the Works under Project Number: DOLE-CAR 2018-01 INFRA entitled "CONSTRUCTION OF ONE-STOREY OFFICE BUILDING", hereinafter called the "Works" and the PROCURING ENTITY has accepted the Calculated Bid



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of the CONTRACTOR for the execution and completion of the Works at the calculated unit bid prices shown in the attached Bill of Quantitation, or the Contract price of **ONE MILLION TWO HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED EIGHTY SIX PESO & 68/100 (Php 1,254,486.68)**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

1. In this CONTRACT OF AGREEMENT, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to Project Number: DOLE-CAR 2018-01 INFRA.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT OF AGREEMENT, and shall be interpreted in the following order of priority.
 - a. This Contract of Agreement
 - b. Documents forming part of the Contract of Agreement
1. Notice of Award (NOA) with the Contractor's signed "conforme"
2. Contractor's bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to the Contractor through the NOA.
3. Bidding documents
4. Specifications
5. Drawings
6. Special Conditions of Contract (SCC)
7. General Conditions of Contract (GCC)



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By:


EXEQUIEL RONIE A. GUZMAN
Regional Director


For A.L. CONSTRUCTION

By:


AGAPITO L. SAGANDOY
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8. Performance Security
9. Other Documents
 - a. Construction Methods
 - b. Construction schedule in the form of PERT/CPM diagram or precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and cash flow.
 - c. Manpower Schedule
 - d. Equipment Utilization Schedule
 - e. Construction Safety and Health Program approved by the Head of Procuring Entity
 - f. Contractor's All Rice Insurance (CARI)
3. In consideration of the payment to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the Works and remedy any defects therein in conformity with the provisions of this CONTRACT AGREEMENT in all respects.
4. In consideration of the execution and completion of the Works by the CONTRACTOR, the PROCURING ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR's Calculated Bid, as applied to the quantities accomplished as certified by the Bids and Awards Committee of the PROCURING ENTITY under the provision of this Contract Agreement.

