

CONTRACT AGREEMENT

THIS AGREEMENT, made this 21st day of *December 2021* between **MUNICIPALITY OF CAPAS** (hereinafter called the ("Entity")) and **ZNER CONSTRUCTION AND TRADING** owned by *Engr. Kelvin Renz H. Nucup with office address at 953 M.H. Del Pilar St., Brgy. Sto. Rosario, Capas, Tarlac* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *Construction of Gray Day Care Center at Blk. 102, Brgy. Cristo Rey, Capas, Tarlac* (hereinafter called "the Works") and the Entity has accepted the Bid for *One million four hundred ninety-three thousand eight hundred fifty-four pesos (Php 1,493,854.00)* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within *sixty (60) calendar days* in accordance with the provisions of the bid documents.

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;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) 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.