

CONTRACT AGREEMENT

THIS AGREEMENT, made this 26th day of May 2017 between **KALINGA STATE UNIVERSITY** with principal office address at National Road, Purok 6, Bulanao, City of Tabuk, Kalinga hereinafter called the "**Entity**" and **E.T. AMILIG CONSTRUCTION** with office address at Viloría St., Purok 5, Bulanao, City of Tabuk, Kalinga hereinafter called the "**Contractor.**"

WHEREAS, the Entity is desirous that the Contractor execute **CONSTRUCTION OF PERIMETER FENCING - BULANAO CAMPUS/ CONTRACT REFERENCE NUMBER 264004010100015** hereinafter called "**the Works**" and the Entity has accepted the Bid for **Two Million, Six Hundred Seven Thousand, Four Hundred Thirty-three Philippine Pesos and Forty-nine Centavos (Php2,607,433.49)** 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 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 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, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Performance Security;
 - (l) Contractor's All Risk Insurance Policy;
 - (m) Construction safety and health program approved by the Department of Labor and Employment; and
 - (n) Other contract documents that may be required by existing laws and/or the Entity.

EDUARDO T. BAKTANG, CPA, DBM
University President

ENGR. EMILIO T. AMILIG
Contractor

AMADO P. IMPER, PhD
VP for Admin & Finance

ARNOLD A. TANDING, CPA
Accountant III

ENGR. RHONJON R. GARMING
Chairman, Infrastructure Dept.

ENGR. PEDRO S. RAMOS JR.
Project Engineer


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.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

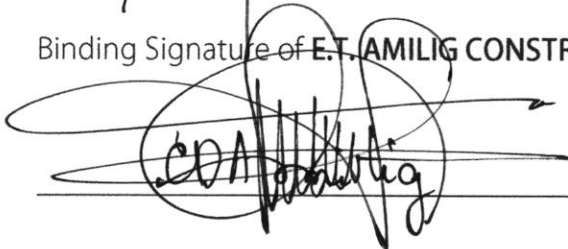
Signed, sealed, delivered by **DR. EDUARDO T. BAGTANG, KSU President** (for the Entity)

Signed, sealed, delivered by **ENGR. EMILIO T. AMILIG, E.T. Amilig Construction Proprietor** (for the Contractor)

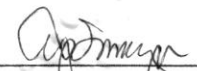
Binding Signature of **KALINGA STATE UNIVERSITY**



Binding Signature of **E.T. AMILIG CONSTRUCTION**



SIGNED IN THE PRESENCE OF



AMADO P. IMPER, PhD
Vice President for Admin. & Finance



ENGR. RHONJHON R. GARMING
Chairman, Infrastructure Department



ARNOLD A. TANDING, MBA
Accountant III



ENGR. PEDRO S. RAMOS JR.
Project Engineer