

CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of January 2025, between **CITY GOVERNMENT OF DAGUPAN** (hereinafter called the "Entity") and **ZOTA TRADING AND CONSTRUCTION** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **REPAIR WORKS FOR TRANSFER OF THE EMERGENCY OPERATING CENTER-PUBLIC ALERT AND RESPONSE MANAGEMENT CENTER (PARMC) FROM TEEN CENTER BUILDING, BONIFACIO STREET TO 3RD FLOOR, SCHOOL BUILDING NEAR CDRRMO, CITY ENGINEER'S OFFICE COMPOUND, DAGUPAN CITY** (hereinafter called "the Works") and the Entity has accepted the Bid for of **SIX HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE PESOS AND 91/100 ONLY (PhP645,325.91)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- 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 corrections to the 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.
3. In consideration for the sum of **SIX HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE PESOS AND 91/100 ONLY (PhP645,325.91)** or such other sums as may be ascertained, the **ZOTA TRADING AND CONSTRUCTION** agrees to execute and complete the **WORKS** within **SIXTY (60) CALENDAR DAYS** in conformity with the provisions of this **CONTRACT AGREEMENT** in all respects and that as contractor shall be bound all the time with the provisions of Republic Act No. 9184 otherwise known as the Government Procurement Act specifically on liability in case of non-completion and damages.