

CONTRACT OF AGREEMENT

THIS AGREEMENT, made this 14th day of August 2020 at Goa, Camarines Sur by and between **PHILIPPINE SCIENCE HIGH SCHOOL – BICOL REGION CAMPUS**, a government educational institution existing by virtue of Republic Act No. 8304, as amended by Republic Act No. 8619, and further amended by Republic Act No. 9036 with postal address at Tagongtong, Goa, Camarines Sur represented by its Campus Director, **ENGR. LORVI B. PAGOROGON** (hereinafter called the "Entity") and **TURBU KONSTRAK, INC.**, with postal address at 5F Richville Corporate Tower, Madrigal Business Park, Alabang-Zapote Rd., Alabang, Muntinlupa City, represented by its General Manager, **ENGR. JOSE EMIE S. SIOJO** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the project **Science Research Facility under the Design and Build Scheme** (hereinafter called the "Works") and the Entity has accepted the BID for **FOUR MILLION EIGHT HUNDRED TEN THOUSAND PESOS (Php 4,810,000.00)**.

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 constructed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Invitation to Bid;
 - (c) Instructions to Bidders;
 - (d) Bid Data Sheet;
 - (e) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (f) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidders response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (g) Eligibility requirements, documents and/or statements;
 - (h) Performance Security;
 - (i) Notice of Award of Contract and the Bidder's *conforme* thereto;
 - (j) 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.