

4. The Procuring Entity hereby covenants to pay the contractor in consideration of the execution and completion of works wherein, the contractprice or suchother sum as may become payable under the provisions of this contract at the time and in the manner prescribed by this contract.

NOW THEREFORE, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

The Contractor, in consideration of the payment to be made by the FIRST PARTY to the SECOND PARTY of the sum of money hereinafter named, agrees to furnish all labor, materials, equipment, tools, and other facilities and the satisfactory and faithful performance of all the work necessary to commence and complete the Project, ready for use except the works to be done by other parties as are specifically excluded here from by drawings and described in the Specifications, Instructions and other related documents.

ARTICLE 2 – TIME OF COMPLETION

The work stipulated in this contract shall be completed “broom” clean and ready for use not later than **ONE HUNDRED TWENTY (120) calendar days** in accordance with the provisions of the Bid documents.

ARTICLE 3 - CONTRACT AMOUNT

The FIRST PARTY agrees that for and in consideration of the faithful performance by the SECOND PARTY of this contract, he shall pay to SECOND PARTY, in a manner provided hereinafter the amount of **FIVE MILLION FIVE HUNDRED FIFTEEN THOUSAND SIX HUNDRED THREE PESOS AND SEVENTY-NINE CENTAVOS (PHP 5,515,603.79).**

Should the FIRST PARTY require the SECOND PARTY to perform work over and above that required by this agreement, the additional cost shall be added to the Contract Amount and likewise should be ordered to omit work as required by this Agreement the corresponding cost shall be deducted from the contract amount. In either case, the cost of additions of deductions shall previously be mutually agreed upon in writing by the FIRST PARTY, SECOND PARTY, and PAYOR before execution. Any payment due and payable to the SECOND PARTY may be offset against any liquidated damages payable to the FIRST PARTY under this CONTRACT.

ARTICLE 4 - MANNER OF PAYMENT

The FIRST PARTY shall pay the SECOND PARTY the contract prize stated in Article 3 hereof subject to the following terms and conditions:

1. The FIRST PARTY shall, upon written request of the SECOND PARTY which shall be submitted as Contract Document, make and advance payment of the SECOND PARTY in an amount equal to fifteen percent (15%) of the total Contract prize, specified in the Instructions to bidders and other relevant tender documents.