

CONTRACT OF AGREEMENT

THIS AGREEMENT, made this 2nd day of July, 2019 between **TARLAC STATE UNIVERSITY of Romulo Blvd., San Vicente, Tarlac City** (hereinafter called the "Procuring Entity") and **MALTA CONSTRUCTION AND SUPPLY of Brgy. Anupul, Bamban, Tarlac** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Repainting of Roofing, Exterior Wall and Various Repair of CBA Building** (hereinafter called "the Works") and the Entity has accepted the bid for **Five Million Eight Hundred Forty Three Thousand One Hundred Forty Pesos and 56/100 (PhP 5,843,140.56)** by the Contractor for the execution and completion of such Works and the repair/correction of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract herein after referred to.
2. The provisions of Section IV. General Conditions of the Contract in the Procurement of Works of the Government of the Republic of the Philippines (Fifth Edition, August 2016) which is hereto attached and deemed an integral part of this contract shall govern the whole contract between the Procuring Entity and the Contractor.
3. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
4. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and repair/correct any defects therein in conformity with the provisions of this Contract in all respects.


5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the repair/correction 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.
6. This Agreement shall take effect upon date of receipt by the Contractor of **NOTICE TO PROCEED** from the Procuring Entity. The Contract shall remain in force until all obligations of both parties as contained in this contract have been fully complied with.
7. **MALTA CONSTRUCTION AND SUPPLY** shall commence execution of the project within ten (10) calendar days from the receipt of written Notice to Proceed from Tarlac State University and shall finish and complete the construction of the project within **one hundred fifty (150) calendar days** from the date of receipt by the Contractor of Notice to Proceed unless extended in accordance with the IRR of R.A. 9184.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written and have hereunto affixed their signatures this 2nd day of July, 2019 at Tarlac City, Philippines.

TARLAC STATE UNIVERSITY

MALTA CONSTRUCTION AND SUPPLY

By:


MYRNA Q. MALLARI
President

By:


TOMAS P. MULDONG JR.
General Manager

Signed in the presence of:

Witnesses:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF TARLAC) S. S.

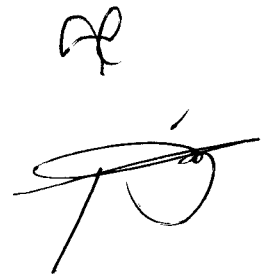
Before me, this 2nd day of July, 2019 at Tarlac City, Philippines, personally appeared **MYRNA Q. MALLARI** with Community Tax Certificate No. **19746256** issued at Tarlac City on **January 8, 2019** and **TOMAS P. MULDONG JR.** with his Community Tax Certificate No. **30347475** issued at **Bamban, Tarlac** on **January 7, 2019**, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This document refers to Contract and it consists of three (3) pages, including this page whereon this acknowledgement appears and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

DOC NO: 66
P: 12
S: XXS011
RECORDS OF: 2015

~~NOTARY PUBLIC~~ ESCALONA,
Notary Public
Until December 31, 2019
APRI No. 26718-Tarlac City
Date of Appointment: 12-13-2019
Date of Signature: 07-03-2019
Notary Public
Tarlac City



Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is one hundred fifty (150) calendar days from the date of receipt by the contractor of Notice to Proceed.
1.22	The Procuring Entity is: Tarlac State University Romulo Blvd., San Vicente, Tarlac City
1.23	The Procuring Entity's Representatives are: Dr. Myrna Q. Mallari President Tarlac State University Romulo Blvd., San Vicente, Tarlac City And/or Dr. Glenard T. Madriaga BAC Chairperson Tarlac State University Romulo Blvd., San Vicente, Tarlac City
1.24	The Site is located at the Main Campus of Tarlac State University, Tarlac City.
1.28	The Start Date is on the date of receipt by the Contractor of Notice to Proceed .
1.31	The Works consist of the Repainting of Roofing, Exterior Wall and Various Repair of CBA Building
2.2	Not Applicable
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon approval of the contractor's letter of request to mobilize.
6.5	The Contractor shall employ the following Key Personnel listed in the duly signed list of contractor's personnel submitted
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
9.1	The applicable liquidated damages is atleast one tenth (1/10) of the one percent of the cost of the unperformed portion for everyday of delay.

Repainting of Roofing, Exterior Wall and Various Repair of CBA Building

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[Signature]

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	The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
10	None.
12.3	No further instructions.
12.5	Fifteen (15) years.
13	No additional provision
21.2	The Arbiter is: Accredited arbiter acceptable to both parties.
29.1	Day works are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is one (1) week prior to the contractor's progress billing. The amount to be withheld for late submission of an updated Program of Work will be based under the provisions of the Implementing Rules and Regulations of RA 9184.
34.3	The Funding Source is the Government of the Philippines .
39.1	The amount of the advance payment is fifteen percent (15%) of the Contract Price.
51.1	The date by which operating and maintenance manuals are required is immediately upon the completion of the project and prior to the release of the final payment. The date by which "as built" drawings are required are required immediately upon the completion of the project and prior to the release of the final payment.
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required will be based under the provisions of the Implementing Rules and Regulations of RA 9184.

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