


# CONTRACT

THIS AGREEMENT, made this 12<sup>th</sup> day of September, 2012 between **TARLAC STATE UNIVERSITY of Romulo Blvd., San Vicente, Tarlac City** (hereinafter called the "Procuring Entity") and **JTA BUILDERS of Cagayan De Oro City Misamis Oriental** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **CONSTRUCTION OF THE PROPOSED 5-STOREY ACADEMIC BUILDING (PHASE 1) - RAMP NOT INCLUDED** (hereinafter called "the Works") and the Entity has accepted the Bid for **Eighteen Million Nine Hundred Fifty Thousand Eight Hundred Sixty Three Pesos (P 18,950,863.00)** 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 are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The provisions of Section III. General Conditions of the Contract in the Procurement of Works of the Government of the Republic of the Philippines (Second Edition, May 2005) 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 Apply for Eligibility and 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) Credit line issued by a licensed bank, if any;
  - (l) Notice of Award of Contract and the Bidder's conforme thereto;
  - (m) 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. **JTA BUILDERS** 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 **Eight (8) Months/240 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 \_\_\_\_ day of \_\_\_\_\_, 2012 at Tarlac City, Philippines.

**TARLAC STATE UNIVERSITY**

By:



**PRISCILLA C. VIUYA**  
President

**JTA BUILDERS**

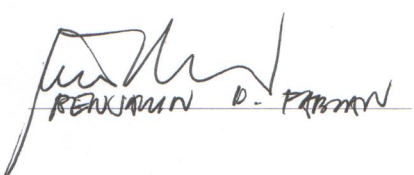
By:



**JAYLANI T. ALONTO**  
Contractor

PRC ID NO. 09221962

Signed in the presence of:  
Witnesses:



REXUAN D. PARRON



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF TARLAC ) S. S.

Before me, this 28 SEP 2012 day of September, 2012 at Tarlac City, Philippines, personally appeared **DR. PRISCILLA C. VIUYA** with Community Tax No. - \_\_\_\_\_ issued at Tarlac City on \_\_\_\_\_ and **ENGR. JAYLANI T. ALONTO** with PRC ID No. DA221962 issued at Manila on \_\_\_\_\_, 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.

*[Handwritten signature]*

*[Handwritten signature]*

DOC NO: 314  
PAGE NO: 399  
BOOK NO: 10  
SERIES NO: 2012

*[Handwritten signature]*

**ELIZARDO I. EMAS**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2013  
PTR No. 1632218 - TARLAC CITY  
JANUARY 2, 2012  
IBP No. 594140/ROLL No. 14531