

CONTRACT

THIS CONTRACT made this 20th day of September, 2022 between the Republic of the Philippines, Municipality of **MONCADA, TARLAC** (Herein after called the "**OWNER**") as the party of the first part **HON. ESTELITA M. AQUINO** (Herein after called the **CONTRACTOR**) as the party of the second part **FA ASPRER CONSTRUCTION**.

Whereas, the owner is desirous that certain works shall be constructed, namely:

The **IMPROVEMENT OF STALL AT FRUIT SECTION AT PUBLIC POBLACION 1, Moncada, Tarlac** accepted the bid by the contractor for the construction and completion of such works for the amount of **FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED TWO PESOS & 00/100 (PHP 516,302.00)**.

The whole work comprised in this contract shall be completed within in accordance with the provision of the Bid Documents.

THIS AGREEMENT WITNESSETH as follows:

1. In this agreement; work and expression shall have the same meaning are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be interpreted and construed as part of this agreement, viz:
 - a. Plans
 - b. Specifications
 - c. Special Conditions and Provisions
 - d. Certificate of Availability of Funds
 - e. Performance Bond
 - f. Bids and Abstract of the Bids for Bidded Projects
 - g. Notice of Award by the Head of Office/ Agency Corporation
 - h. Official Government Estimates by the work and cost estimates
 - i. PERT/CPM or equivalent Schedule of Work
 - j. Cash Flow, Projection, Quarterly Basis
 - k. Other pertinent documents as maybe reasonably required by the owner.
3. In consideration of the payment to be made by the Owner to the contractor hereby covenants with the owner to construct and complete the works in conformity in all respect with the provision of the contract and within a period of **30 days** reckoned after 10 calendar days from the date of receipt by the contractor and specified in the bid.
4. The owner hereby covenants to pay the contractor in consideration of the construction and completion of the works in accordance with his Bid/Proposal the amount of **FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED TWO PESOS & 00/100 (PHP 516,302.00)** at the time and in the manner prescribed by the contractor and specified in the BID.
5. The implementing rules and guidelines regarding the adjustment of contract price adopted and approved by the government will be applied in this contract.
6. The contract warrant that he has not given nor promised to give any money of the owner (for any Philippine Government Instrumentality) to secure this contract.
7. This agreement become valid and binding upon approval of the Municipal Mayor, in accordance with the provision of P.D. 1594 as amended.

8. The contractor shall comply with and strictly observe all laws regarding workmen's health and safety workmen welfare compensation for inquiries minimum wages hours of labor and other labor laws.
9. In case of delay by the contractor in the completion of project shall be required to pay the municipality three fourths of total contract price minus the value of completed portions of the contract certified by the Government Office concerned as usable as of the expiration of the contract time divide by the contract time plus any time extension duly granted of the contractor.
10. That contract shall comply with and strictly observe the provision of R.A. 6685 as act requiring private contractors to whom national, provincial city and Municipal public works project have been awarded under contract to hire at least fifty percent of the unskilled and atleast thirty percent of the skilled labor requirements to be taken by the available bonafide residents in t the province, city or municipality in which the project are to be undertaken and penalizing those fail do so under Section 6 thereof.

Section 6. Penalty failure without good caused by the contractor or subcontractor to comply with the requirements of Section 1.4 and 5 of this shall be penalized by a fine of Twenty Thousand Pesos (PHP 20,000.00) for the first act shall be penalized for the first offense suspension for one year (1) from participating in Public work bidding for the first above written.

**REPUBLIC OF THE PHILIPPINES
MUNICIPALITY OF MONCADA
PROVINCE OF TARLAC**

OWNER: MUNICIPALITY OF MONCADA

Rep. By:

HON. ESTELITA M. AQUINO

Municipal Mayor

Address: Poblacion 1, Moncada, Tarlac

FA ASPRER CONSTRUCTION

Contractor

FERDINAND A. ASPRER

General Manager

San Sebastian, Tarlac City

APPROVED:

HON. ESTELITA M. AQUINO

Municipal Mayor

SUBSCRIBED AND SWORN to before me this 10 NOV 2022 day of _____, 2022 at TARLAC CITY, Philippines.

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SERIES OF WU

ATTY. DAVID P. BRIONES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
NOTARIAL COMMISSION No. N-321-20
ROLL No. 35706
PTR No. 54324970-18-22
BP No. 175375/01-15-22/ TARLAC CHAPTER
MCLE COMPLIANCE No. VI-0028896
TARLAC CITY