

Contract Agreement

THIS AGREEMENT made this 4th day of April 2022 between **BULACAN AGRICULTURAL STATE COLLEGE**, San Ildefonso, Bulacan (hereinafter called the "Entity") and **GIANTWEST CONSTRUCTION CORPORATION**, Zamora St., Zarraga, Iloilo (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes **all preparations in the construction for the completion of Administration Building Extension under Contract No. 2022-03-INFRA** (hereinafter called "the Works"), and the Entity has accepted the bid for four million eight hundred eighty-eight thousand eight hundred sixty-one pesos and twenty centavos (**PhP4,888,861.20**) by the Supplier for the execution and completion of such Works and the remedying of any defects therein and shall be completed within one hundred twenty (120) calendar days.

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 construed as an integral part of this Agreement, to wit:
 - (a) General and 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, and all other documents submitted (e.g., Bidder's response to a request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (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.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to wit:
 - (a) Execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
 - (b) Liquidated damages on the unperformed portion for every day of delay as required by the existing laws;
 - (c) The electricity and water consumption incurred while the projects are in progress.

4. The Entity hereby covenants to pay the Supplier 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.


Binding Signature of PROCURING ENTITY

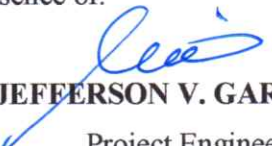
Binding Signature of SUPPLIER


JAMESON H. TAN, Ed. D.
SUC President III



PATERNO C. ALMAQUER JR.
President/Authorized Representative

Signed in the presence of:


RONALD REAGAN T. ALONZO, Ph.D.
Vice President, Administration & Finance


JEFFERSON V. GARCIA
Project Engineer

Funds available:


MA. DOLORES G. BERSAMINA, CPA
Accountant III

Republic of the Philippines)
 Province of ILOILO CITY)
 Municipality of _____)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the Municipality of ILOILO CITY in the Province of ILOILO CITY, personally appeared **JAMESON H. TAN** with Passport No. P4404793B issued at DFA, Pampanga expiration on 2030/01/15 and **PATERNO C. ALMAQUER JR.** with Unified Multi-Purpose ID No. CRN-0111-5173721-8 both known to me and to be known to be the same persons who executed the foregoing instrument and acknowledgment to me that the same is their free and voluntary acts and deeds.

This instrument refers to a Contract for Procurement of Infrastructure, consisting of three (3) pages including this page wherein the acknowledgment is written, were signed by the parties, and their two instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this APR 12 2022.

 Notary Public

Doc. No.: 656
 Page No.: 12
 Book No.: 11
 Series of: 2021

Ar. Sata
ATTY. ARSENIO C. SANTOS
 NOTARY PUBLIC
 UNTIL DEC. 31 2022
 PTR NO. 022182144-1-6-22 ILOILO CITY
 IEP OR NO. 2020125 - 01/05/18
 NCLE COMPLIANCE NO. 6215621