

## **IMPROVEMENT/REHABILITATION OF THE MUNICIPAL RECYCLING & COMPOSTING CENTER, BRGY. TAGUMBAO, GERONA, TARLAC**

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KNOW ALL MEN BY THIS PRESENT;

This contract made this 19<sup>th</sup> day of November, 2020 between the Republic of the Philippines, represented by the undersigned **ENGR. ELOY C. ECLAR**, Municipal Mayor, Gerona, Tarlac hereinafter called the "owner" as the Party of the first part and **T. DEL ROSARIO CONSTRUCTION** of Phase 1, St. Mary's Subd., Matatalaib, Tarlac City, hereinafter called the Party of the second part.

WHEREAS, the owner is desirous that certain works shall be constituted namely: **IMPROVEMENT/REHABILITATION OF THE MUNICIPAL RECYCLING & COMPOSTING CENTER, BRGY. TAGUMBAO, GERONA, TARLAC** as has been accepted, the bid of the contractor for the completion of such works for the amount of: **SEVEN MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND SIXTY & 09/100 PESOS (P 7,475,060.09)**.

The whole work in the contract shall be completed within one hundred eighty (180) calendar days in accordance with the provisions of the bid documents.

THIS AGREEMENT WITNESEETH as follows:

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1. IN THIS AGREEMENT, words and expressions shall have the same meaning as respectively assigned to them in the condition of the contract hereinafter preferred to.
  2. The following document shall be, if necessary, deemed to form and be construed as part of this agreement, viz:
    - a) Bid proposals
    - b) General conditions and special provisions
    - c) Certificate of availability of fund
    - d) Performance bond
    - e) Bids and abstract of bids
    - f) Resolution of the bid and awards committee (BAC) recommending award of the project to winning bidder
    - g) Approval of the award by the head of office/agency concerned
    - h) Official government estimates of work and items and cost components
    - i) Other pertinent documents as may be required by the owner
  3. In consideration of the payments to be made by the owner to the contractor as hereinafter mentioned, the contractor hereby covenants with the owner to complete the works in conformity in all respect with the provision of the contract.

The owner will pay the contractor in consideration of the completion of the works in accordance with his bid/proposal in the amount of **SEVEN MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND SIXTY & 09/100 PESOS (P 7,475,060.09)**.  
the implementing rules and guidelines regarding the adjustment of the contract price adopted and approved by the government will be applied in the contract.

4. The contractor warrants that he has not given nor promised to give any money nor gift to any employee of the owner to secure this contract.
5. The agreement becomes valid and binding upon approval of the Municipal Mayor in accordance with the provisions of the PD 1594 as amended.
6. The contractor shall comply with and strictly observe all laws regarding workmen's health and safety and workmen's welfare compensation for injuries.
7. The contractor, in case of delay in the completion of the project, shall be required to pay the owner one-tenth (1/10) of one percent (1%) daily of the total contract price minus the value of the completed portion of the contract certified by the Municipal


Mayor or his authorized representative to the expiration of the contract for each day of delay until the work is completed and accepted or taken by the government. In case the contractor ignores to continue the said project, the owner will issue a memorandum that within thirty (30) days after the due of the contract, owner will cancel the contract and continue the project.

8. Failure without good cause by the contractor or sub-contractor to comply with the requirements shall be penalized by a fine of twenty thousand pesos for the first offense, suspension for one year for the second offense and perpetual disqualification from the participating in public works bidding in the third offense.

IN WITNESS HEREOF, THE PARTIES HERETO SET THEIR RESPECTIVE HANDS, the day and year written above.

CITY OF TARLAC.

Signed by:

  
**ENGR. ELOY C. ECLAR**  
Municipal Mayor  
Gerona, Tarlac

  
**TEODULO A. DEL ROSARIO JR.**  
T. Del Rosario Construction  
Owner/Contractor

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

#### ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and in the City of Tarlac personally appeared **ENGR. ELOY C. ECLAR** with Residence Certificate No. 28230394 issued on January 9, 2020 at Gerona, Tarlac in the official capacity as Municipal Mayor of Gerona, Tarlac, Republic of the Philippines and **TEODULO A. DEL ROSARIO JR.** with TIN No. 122-211-212 known to me and known to be the same persons who executed the foregoing "CONTRACT AND AGREEMENT" and who acknowledge to me that the same are their free voluntary act and deed for the purpose therein stated and for the entities they respectfully represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal to this instrument this 19<sup>TH</sup> day of November, 2020 at Tarlac City, Tarlac, Philippines.

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Series of 2020

  
**ATTY. LEO MIGUEL A. ESCALONA**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
OFF. NO. 308-19 - TARLAC CITY  
No. 113029 - JAN. 10, 2020  
PTR 1319905 - JAN. 02, 2020  
SCROLL NO. 61822 MCLE VI-0027  
SAN VICENTE, TARLAC