E. General and the Special Conditions of the Contract
F. Specifications
G. Approved Resolution to Award

3. Contract duration or completion period shall commence on the date of receipt of the Notice to Proceed (NTP) by the Contractor, or on the date specified in the Notice to Proceed if a date is specified for the purpose;

4. The amount of liquidated damages (LD) deductible to payments, due to Contractor, shall be one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the contract for every day of delay. Owner shall rescind this Contract should the cumulated amount of LD reaches 10%, without prejudice to other courses of action and remedies open to it;

5. The Contractor hereby covenants with the Owner, to execute and complete such project/works and to remedy any defect in conformity in all respect with the provisions of the Contract in consideration of the Contract Price;

6. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the project/works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and manner as prescribed by the Contract;

7. The Contract Price shall be paid to the Contractor through the Government Disbursement Procedure subject to the payment, retention money and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

IN WITNESS WHEREOF, the parties herein affixed their signatures on the date and place above written.

DepEd – Kidapawan City Division

OMAR A. OBAS, CESO V
Schools Division Superintendent

CLA Construction

KARIM A. MOHAMMAD
General Manager

Signed in the Presence of:

JASMINE P. ISLA
Assistant Schools Division Superintendent

CYRUS LAURENTE
(Contractor's Witness)