

CONTRACT AGREEMENT

THIS AGREEMENT made this 18th day of April, 2023 between **TARLAC STATE UNIVERSITY of Romulo Boulevard, San Vicente, Tarlac City** (hereinafter called the "Entity") and **SLAMPJAM CONSTRUCTION of Junction, San Antonio, Gerona, Tarlac** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Completion of TLE building** (hereinafter called "the Works") and the Entity has accepted the Bid for **One Million Five Hundred Fifty Five Thousand Sixty Nine Pesos and Thirty Seven Centavos (PhP 1,555,069.37)** by the Contractor for the execution and completion of such Works and the remedying 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 following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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 request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **One Million Five Hundred Fifty Five Thousand Sixty Nine Pesos and Thirty Seven Centavos (PhP 1,555,069.37)** or such other sums as may be ascertained, **Slampjam Construction** agrees with the project: **Completion of TLE building in accordance with his/her/its Bid.**

4. The Tarlac State University agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. This Agreement shall take effect upon date of confirmation of **NOTICE TO PROCEED** by the Contractor from the Entity. The Contract shall remain in force until all obligations of both parties as contained in this contract have been fully complied with
6. The Contractor shall commence execution of the project within ten (10) calendar days from the confirmation of written Notice to Proceed from the Entity and shall finish and complete the construction of the project within **Ninety (90) calendar days** from the date of confirmation unless extended in accordance with the IRR of R.A. 9184.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written and have hereunto affixed their signatures this 18th day of April, 2023 at Tarlac city, Philippines.


DR. ARNOLD E. VELASCO
 President

for:

TARLAC STATE UNIVERSITY


MARK JEFFERSON E. FABUL
 Manager

for:

SLAMPJAM CONSTRUCTION

Signed in the presence of:

Witnesses:




BANNIE MARK DE GUZMAN

ACKNOWLEDGEMENT

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

Before me, this 18th day of April, 2023 at Tarlac city, Philippines, personally appeared **ARNOLD E. VELASCO** with Unified Multi-Purpose ID No. 006-0121-4748-9 and **MARK JEFFERSON F. FABUL** with his Government Issued ID No. W35889 issued on JULY 10, 2015 and issued at QC MANILA 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.

JUG NO. 432
PAGE NO. 85
BOOK NO. XIV
SERIES OF 7973

[Signature]
ATTY. IN CHARGE
UNIT NO. 1000
ROLL NO. 28255/14-05-23
ARLAC CHAPTER