

AGREEMENT

THIS AGREEMENT, made this 29th day of October 2019 between the MUNICIPALITY OF SAN LUIS (hereinafter called the "Entity") and EDDMARI CONSTRUCTION AND TRADING with office address at *San Juan, San Luis, Pampanga* (hereinafter called the "contractor").

WHEREAS, the Entity is desirous that the Contractor execute CONSTRUCTION OF DRAINAGE CANALS (SAN JOSE) under Contract Reference No. 6545235 (hereinafter called "the Works") and the Entity has accepted the Bid for PESOS : THREE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED EIGHTY FIVE AND 54/100 (PHP 387,285.54) 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) 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 Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor 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 thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by ROMAN A. SAGUM the Acting Municipal Mayor
(for the Entity)

Signed, sealed, delivered by BILLY RAY CAGUNGUN the Authorized Representative
(for the Contractor)

Binding Signature of PROCURING ENTITY

[Signature]

Binding Signature of Contractor

[Signature]

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Pampanga) S.S.
MUNICIPALITY OF SAN LUIS)

BEFORE ME, a Notary Public, this **29th** day of **October 2019** at **San Luis, Pampanga, Philippines**, personally appeared :

NAME	CTC NO.	PLACE & DATE ISSUED
ROMAN A. SAGUM	<u>CTD-7C-022102</u>	<u>LTD CSFP / Oct. 6, 2018</u>
BILLY RAY CAGUNGUN	<u>PRC 0124202</u>	<u>12.3.12 / Manila</u>

KNOWN TO ME to be the same persons who executed the foregoing instrument and they acknowledged that the same is their voluntary act as well as free and voluntary act of the offices they represent. This instrument refers to the AGREEMENT which consist of **TWO (2)** pages wherein this acknowledgement is written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and date above stated.

[Signature]
ATTY. SEVERINO T. SANTOS
Notary Public
Until December 31, 2019
PIR No. 2495154/1-3-19
PRP No. 061965/12-28-18
City of San Fernando (P)
BIN-133-044-704 Roll No. 13187

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