

## AGREEMENT

THIS AGREEMENT, made this 3<sup>rd</sup> day of June 2020 between the MUNICIPALITY OF SAN LUIS (hereinafter called the "Entity") and SMARTBUILD CONSTRUCTION AND TRADING with office address at *San Pablo, Libatad, San Simon, Pampanga* (hereinafter called the "contractor").

WHEREAS, the Entity is desirous that the Contractor execute **UPGRADING/CONCRETING OF BARANGAY ROADS (Sta. Cruz Pambilog & San Juan)** under Contract Reference No. **6965492** (hereinafter called "the Works") and the Entity has accepted the Bid for **PESOS : FOUR MILLION NINE HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED SIXTY NINE AND 16/100 (PHP 4,996,769.16)** 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 **JAYSON S. SAGUM, M.D.** the **Municipal Mayor**  
(for the Entity)

Signed, sealed, delivered by **RAYMUND ALLEN P. SESE** the **Owner/Manager**  
(for the Contractor).

Binding Signature of PROCURING ENTITY

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Binding Signature of Contractor

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**ACKNOWLEDGEMENT**

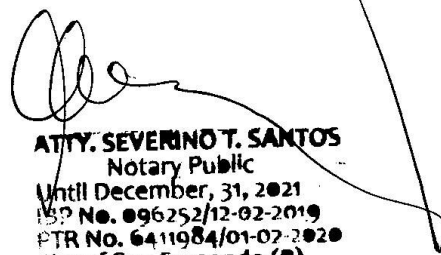
Republic of the Philippines )  
Province of Pampanga ) S.S.  
MUNICIPALITY OF SAN LUIS )

**BEFORE ME**, a Notary Public, this 3<sup>rd</sup> day of June 2020 at San Luis, Pampanga, Philippines, personally appeared :

NAME	CTC NO.	PLACE & DATE ISSUED
JAYSON S. SAGUM	27788806	MTO, Mun. of San Luis, Pampanga/01-08-2020
RAYMUND ALLEN P. SESE	<u>PPC 117 0142534</u>	<u>Manila / 12-04-2015</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.

  
**ATTY. SEVERINO T. SANTOS**  
 Notary Public  
 Until December, 31, 2021  
 BSP No. 096252/12-02-2019  
 PTR No. 6411984/01-07-2020  
 City of San Fernando (P)  
 TIN-139-044-704 Roll No. 19182

Doc. No. 258  
Page No. 52  
Book No. 257  
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