

Republic of the Philippines PROVINCE OF PAMPANGA MUNICIPALITY OF STO. TOMAS

CONTRACT FOR THE PROJECT:

THIS AGREEMENT, made this **21**ST **DAY OF AUGUST 2025** at Sto. Tomas, Pampanga, by and between the **MUNICIPALITY OF STO.TOMAS, PAMPANGA** and **R.G. DIAZ BUILDERS & TRADING.**

WHEREAS, the Entity is desirous that the contractor executes for the project: FLOOD CONTROL PROJECT: DECLOGGING OF CANALS/DESILTING OF RIVER (DIKING/UPGRADING OF RIVERBANKS ALONG DALAKITAN RIVER, SAN MATIAS, STO. TOMAS, PAMPANGA) (hereinafter called "the Works") shall be completed within 30 C.D and the Entity has accepted the Bid for TWO MILLION NINE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED THIRTY-SEVEN PESOS AND SIXTY-ONE CENTAVOS (2,995,337.61). remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them to the in the Conditions of Contract hereinafter referred.
- 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. Drawing/Plans
 - c. Specifications
 - d. Invitation to Apply for Eligibility and to Bid
 - e. Instruction to Bidders
 - f. Bid Data Sheet
 - g. Addenda and/or Supplemental/Bid Bulletins, if any;
 - h. Bid Form, Including all the documents/statements; Bidders bidding envelopes, as annexes;
 - i. Eligibility requirements, documents and/or statements;
 - j. Performance Security
 - k. Credit line issued by a licensed bank, if any;
 - I. Notice of Award of Contract and the Bidder's conforme thereto;
 - m. Other Contract documents that may be required by existing law 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

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BAC Secretariat

and complete the work and remedy any defects therein in conformity in all respects with the provision of this Contract.

- 4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and 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 in the manner prescribed by this Contracts.
- 5. Payment by the Entity to the Contractor shall be subject to a retention of Ten (10) percent of each approved payments to be released in accordance with section C1-06 of the Implementing Rules & Regulations.

IN THE WITNESS whereof the parties thereto have caused this agreement to be executed the day and year first before written. JUHINNY A. SAIVIBU Owner/General Manager Municipal Mayor for: R.G. DIAZ BUILDERS & TRADING The Municipality or 5to. Tomas, Pampanga SIGNED IN THE PRESENCE OF: Witness ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES) City of San Fernando, Pampanga BEFORE ME AT appeared Tin Number JOHNNY A. SAMBO RODERICK G. DIAZ Known to me to be the same person who execut ment and acknowledgement to me that the same is his/her own free and voluntary action deed. Notarial Commission No. 25 - 24 WITNESS MY HAND AND SEAL. PTR No. 0747954 E - 01/02/2025 -CSFP IBP No. 492218 - 01/02/2025 -Pasig City Doc. No. MCLE No. VII-0002475 -(4/14/25) Page No. Book No.

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