

# CONTRACT AGREEMENT

THIS AGREEMENT, made this MAY 12 2020 between the **LOCAL GOVERNMENT UNIT OF GENERAL SANTOS CITY** (hereinafter called the "Entity") and **MJ TIONGSON CONSTRUCTION - Prk. Kaunlaran, Barangay San Isidro, General Santos City** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **20CW-GSC-002 ROAD CONCRETING OF KALYE PUTOL, BRGY. DADIANGAS EAST, GENERAL SANTOS CITY** (hereinafter called "the Works") and the Entity have accepted the Bid for **Seven Hundred Forty Three Thousand Five Hundred Ninety Three Pesos & 20/100 (P 743,593.20)** 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 conformed 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.

PROCURING ENTITY

  
**RONNEL C. RIVERA**  
City Mayor


Witness:

  
**RODILON G. IACAP**  
City Treasurer - OIC

CONTRACTOR

  
**MARK JEROME P. TIONGSON**  
Proprietor

Witness:


  
**FRANCISCO V. PROVIDO**  
City Engineer

**ACKNOWLEDGEMENT**

**BEFORE ME**, Notary Public for and in the City of General Santos, personally appeared **RONNEL C. RIVERA**, with Residence Certificate No. 26801446 Issued on January 7, 2020 at **General Santos City** and **MARK JEROME P. TIONGSON** with Residence Certificate No. 26796258 issued on January 2, 2020 at **General Santos City**, known to me and to me known to be the same person executed the foregoing **CONTRACT AND AGREEMENT** and they acknowledged to me the same is their true act and deed for and behalf of the **PARTIES** they represent.

**IN WITNESS HEREOF**, I have here unto affixed my signature and seal this MAY 12 2020.

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Book No. XII  
Series of 2020

  
**ATTY. BENJAMIN B. CUANAN**  
NOTARY PUBLIC  
NOTARIAL COMMISSION NO. 18-36  
UNTIL DECEMBER 31, 2020  
ROLL NO. 45597  
PTR NO. 9021353101-07-2020  
IBF NO. 1158101-07-2020  
TIN: 04-546-3681 TEL. NO. 305-9775  
MCLE NO. VI-0004024 JJ-16-17  
GENERAL SANTOS CITY