

# CONTRACT AGREEMENT

THIS AGREEMENT, made this JUL 09 2020 between the **LOCAL GOVERNMENT UNIT OF GENERAL SANTOS CITY** (hereinafter called the "Entity") and **MGBJ RISING CONSTRUCTION & LAND DEVELOPER – Salvani St. Soriano Subd., City Heights, General Santos City** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **20CW-GSC-015 ROAD CONCRETING AT FVR 39.2, BARANGAY FATIMA AND BARANGAY TAMBLER, GENERAL SANTOS CITY** (hereinafter called "the Works") and the Entity have accepted the Bid for **Four Million Three Hundred Fifty Five Thousand Nine Hundred Fourteen Pesos & 29/100 (P 4,355,914.29)** 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. LACAP**  
City Treasurer - OIC

CONTRACTOR

**MELISSA GENEVIEVE B. JOVEN**  
Proprietress

Witness:

**EMERALD P. SIGNAR**  
OIC - 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 07, 2020** at **General Santos City** and **MELISSA GENEVIEVE B. JOVEN** with Residence Certificate No. **2679862** issued on **January 14, 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 JUL 09 2020.

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**ATTY. ALMA J. GOROSPE-AGAYAN**  
NOTARY PUBLIC FOR GENERAL SANTOS CITY  
UNTILL DECEMBER 31, 2021  
ROLL ATTORNEY'S NO 160302  
PTR GS NO: 8998502, 12/01/19 GSC  
IBPTMP. RECEIPT NO. 1042; 12/01/19 GSC  
TIN NO. 931-039-632 : B/R  
MCLE COMP. NO. VI-0002609 TO EXPIRE ON 04/14/2022