

CONTRACT AGREEMENT



THIS AGREEMENT, made this JUN 10 2020 between the **LOCAL GOVERNMENT UNIT OF GENERAL SANTOS CITY** (hereinafter called the "Entity") and **KUPLER INDUSTRIES, INC – Dr. 4&5 Don Pedro Bldg., Lapu-Lapu St., Barangay 15-B, Davao City Davao Del Sur** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **20CW-GSC-003 ELECTRIFICATION WITH STREETLIGHTINGS ALONG PUROK OPRING, PUROK 22 ROAD AND PUROK 24 ROAD GOING TO FIL-AM HIGHWAY, BARANGAY FATIMA, GENERAL SANTOS CITY** (hereinafter called "the Works") and the Entity have accepted the Bid for **Two Million Nineteen Thousand One Hundred Sixty Nine Pesos & 52/100 (P 2,019,169.52)** 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.

Quirino

PROCURING ENTITY

CONTRACTOR

RONNEL C. RIVERA
City Mayor

EDEL LELIZA L. MARQUEZ
Proprietress

Witness:

Witness:

RODILON G. LACAP
City Treasurer - OIC

EMERALD P. SIGNAR, MPA
Assistant 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 **EDEL LELIZA L. MARQUEZ** with Residence Certificate No. **24617672** issued on **January 14, 2020** at **Davao 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

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CITY: GENERAL SANTOS DAVAO
NOTARY PUBLIC FOR GENERAL SANTOS CITY
NOT. # DECEMBER 31, 2021
ROL ATTORNEYS NO. 00302
1st PR. NO. 888888-12/31/21-GSC
2nd PR. NO. 888888-12/31/21-GSC
3rd PR. NO. 888888-12/31/21-GSC
4th PR. NO. 888888-12/31/21-GSC
5th PR. NO. 888888-12/31/21-GSC
6th PR. NO. 888888-12/31/21-GSC
7th PR. NO. 888888-12/31/21-GSC
8th PR. NO. 888888-12/31/21-GSC
9th PR. NO. 888888-12/31/21-GSC
10th PR. NO. 888888-12/31/21-GSC