

# 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-007 ELECTRIFICATION WITH STREETLIGHTINGS ALONG MABUHAY ROAD (FROM EXISTING POST TO BARANGAY HALL), GENERAL SANTOS CITY** (hereinafter called "the Works") and the Entity have accepted the Bid for **One Million One Hundred Eighty Six Thousand Five Hundred Twelve Pesos & 08/100 (P 1,186,512.08)** 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 contormity 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 detects 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.

*Witness*

PROCURING ENTITY

**RONNEL C. RIVERA**  
City Mayor

Witness:

**RODILÓN G. LACAP**  
City Treasurer - OIC

CONTRACTOR

**EDEL LELIZA L. MARQUEZ**  
Proprietress

Witness:

**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

JUN 10 2020

Doc No.  
Page No.  
Book No.  
Series of

124  
20  
VIII  
2020

**ATTY. ALMA L. LOROSPE-AGAYAN**  
NOTARY PUBLIC FOR GENERAL SANTOS CITY  
UNTIL DECEMBER 31, 2021  
ROLL ATTORNEYS NO. 60302  
PTR ES NO. 8999502: 12/02/19: GSC  
IBP TEMP. RSCSIPT NO. 1042: 12/10/19: GSC  
TIN 931-039 623. BIR  
MCLECOMP. NO VI-0002808 TO EXPIRE ON 4/14/2022