

CONTRACT AGREEMENT

Provision of Highly Technical and Scientific Equipment for Engineering Laboratories to Strengthen Micro-Electronics, Renewable Energy, Robotics and Automation and Mining Engineering Technology

07 JUN 2024

THIS AGREEMENT made the _____ day of _____ 2024 between **CARAGA STATE UNIVERSITY** of the Philippines (hereinafter called "the Entity") of the one part and **RED GUTZ TRADING** located at Unit 207 Jocfer Bldg. Commonwealth Avenue Holy Spirit District 2, Quezon City 1127 (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly on the **Provision of Highly Technical and Scientific Equipment for Engineering Laboratories to Strengthen Micro-Electronics, Renewable Energy, Robotics and Automation and Mining Engineering Technology** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Eight Hundred Seventeen Thousand Four Hundred Eighty-eight Pesos (P817,488.00)**. for Item 2 of the **aforementioned project** (hereinafter called "the Contract Price").

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 referred to.

2. The following documents as required by the 2016 revised Implementing

and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the**


NOEL T. GUTIERREZ
Representative - RED GUTZ TRADING


SHELLA MAE BICLAR
Account Executive - RED GUTZ TRADING


MICHELLE V. JAPITANA, D.Eng.
VPEOAS Chairperson, Bids and Awards Committee


ROLYN C. DAGUIL, Ph.D.
University President

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ROLYN C. DAGUIL, Ph.D.
University President

contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Eight Hundred Seventeen Thousand Four Hundred Eighty-eight Pesos (P817,488.00)**. for **Item 2** of the **aforementioned project** or such other sums as may be ascertained, **RED GUTZ TRADING** agrees to provide the for **Item 2 of the aforementioned project** of this contract for **Ninety (90)** Calendar days starting on JUN 11 2024 and SEP 08 2024 in accordance with his/her/its Bid.
4. The **CARAGA STATE UNIVESITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ROLYN C. DAGUIL, Ph.D.
University President

CARAGA STATE UNIVERSITY


SHELLA MAE BICLAR
Account Executive

for:

Red Gutz Trading

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BUTUAN)SS.
X-----.)

Before Me, a Notary Public for and in Butuan City, this 07 JUN 2024 day of
_____ 2024 personally appeared:

Competent Evidence of Identity (CEI)

ROLYN C. DAGUIL, Ph.D.

Passport P3576367B

SHELLA MAE BICLAR

Drivers license ko7-17-004007

, who

_____ is/are personally known to me

_____ exhibited (a) competent evidence/s of identity/ies as stated above

and known to me to be the same person/s who executed the foregoing instruments which consist of three (3) pages including the pages on which the acknowledgments are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first above mentioned.

DOC. NO. 111
PAGE NO. 23
BOOK NO. 13
SERIES OF 2024

ATTY. HERCULAS P. GUZMAN

Notary Public

Until December 31, 2024, Quezon City
PTR No. 2433520/01-03-2024 – Quezon City
ISP No. 170807/01-03-2024 – Quezon City
Admin. No. NP – 135 (2023 – 2024) Roll No. 32120
MCLE Exemption VI No. 00278, Exp. on April 14, 2025
118 A. Luna St., Project 4, Quezon City

| Item | Description | Quantity | Unit | Unit Price | Amount |
|------|----------------------|----------|------|---------------|---------------|
| 1 | Electronic Workbench | 3 | Unit | ₱ 817, 488.00 | ₱ 817, 488.00 |