

CONTRACT AGREEMENT

SUPPLY AND DELIVERY OF ICT EQUIPMENT for Caraga State University Cabadbaran City (CSUCC)

THIS AGREEMENT made the _____ day of _____ 2023 between **CARAGA STATE UNIVERSITY CABADBARAN CITY (CSUCC)** of the Philippines (hereinafter called "the Entity") of the one part, represented herein by its University President, **ROLYN C. DAGUIL, Ph.D.**, and **COLUMBIA COMPUTER CENTER, INC.** of 941 N.B. Building, Ochoa Avenue, Butuan City, Philippines, (hereinafter called "the Supplier") of the other part and represented herein by its authorized representative, **DAVID L. BARCELO**;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly, **Supply and Delivery of ICT Equipment (002-2023-02-068)**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Five Hundred Sixty-Three Thousand Pesos Only (PHP 1,563,000.00)** (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 Rules 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

DAVID L. BARCELO
Authorized Representative

ROLYN C. DAGUIL, Ph.D.
University President

- 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 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 **One Million Five Hundred Sixty-Three Thousand Pesos Only (PHP 1,563,000.00)** or such other sums as may be ascertained, **COLUMBIA COMPUTER CENTER, INC.** agrees to supply and deliver the ICT Equipment as defined in this contract within sixty (60) calendar days from receipt of Notice to Proceed at its sole cost and expense, and to fully and faithfully furnish all, services and superintendence for the implementation of this Contract in accordance with his/her/its Bid.
4. **CARAGA STATE UNIVERSITY Cabadbaran City** 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

for:

CARAGA STATE UNIVERSITY


DAVID L. BARCELO
Authorized Representative

for:

COLUMBIA COMPUTER CENTER, INC.

ACKNOWLEDGEMENT

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

13 JUN 2023

Before Me, a Notary Public for and in Butuan City, this _____ day of _____ 2023 personally appeared:

Competent Evidence of Identity (CEI)

ROLYN C. DAGUIL, Ph.D.

DAVID L. BARCELO

145-279-006-000

, 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. 381
PAGE NO. 39
BOOK NO. 172
SERIES OF 2023


ATTY. MARIE LOU NUEVA-RUIZ
NOTARY PUBLIC
COMMISSION EXPIRES: DEC. 31, 2023
ROLL NO. 52174/MAY 11, 2006
IBP NO. 249516/1-9-2023
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