

CONTRACT AGREEMENT

1 LOT SUPPLY AND DELIVERY OF FOOD PROCESSING EQUIPMENT, FURNITURE AND FIXTURES

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]


THIS AGREEMENT made on the _____ day of _____ 2024 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 **GECAR MACHINE SOLUTIONS, INC.** of Zone Sikwa Greenstrip Building Paknaan Mandaue, Cebu City, Philippines, (hereinafter called "the Supplier") of the other part and represented herein by its Proprietor, **GEORGE T. LAO**;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly, **1 Lot Supply and Delivery of Food Processing Equipment, Furniture and Fixtures**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Two Hundred Forty-Two Thousand Pesos Only (PHP 1,242,000.00)** (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
 - v. Other contract documents that may be required by existing laws and/or the


GEORGE T. LAO
Proprietor


REGAN T. TAN
Authorized Representative


ROLYN C. DAGUIL, Ph.D.
University President


RAMIL B. ARANTE, Ph.D.
BAC Chairman

Contract of 1 Lot Supply and Delivery of Food Processing Equipment, Furniture and Fixtures and Gecar Machine Solutions, Inc., 2024

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 Two Hundred Forty-Two Thousand Pesos Only (PHP 1,242,000.00)** or such other sums as may be ascertained, **GECAR MACHINE SOLUTIONS, INC.** agrees to supply and deliver the food processing equipment, furniture and fixture as defined in this contract within seventy (70) 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.
5. Parties agreed that contract may be modified upon written agreement/supplemental contract subject to the requirements set by R.A. 9184 and relevant laws.
6. For any dispute or controversy in connection with this Contract or difference between the Parties arising from the interpretation of this Contract, the Parties hereto shall, as far as practicable, settle the same amicably. In the event that such dispute or disagreement, be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

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


GEORGE T. LAO
Proprietor

for:

GECAR MACHINE SOLUTIONS, INC.

SIGNED IN THE PRESENCE OF:


RAMIL B. ARANTE, Ph.D.
BAC Chairman

SIGNED IN THE PRESENCE OF:


REGANT. TAN
Authorized Representative

ACKNOWLEDGEMENT

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

Before Me, a Notary Public for and in Butuan City, this 05 FEB 2024 day of _____ 2024 personally appeared:

Competent Evidence of Identity (CEI)

ROLYN C. DAGUIL, Ph.D. _____

GEORGE T. LAO

CRN-0111 - 3589874-6

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

They further declared that they have the authority to sign in behalf of the principal that they respectively represent.

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

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BOOK NO. 1
SERIES OF 2024

Edela Victoria
ATTY. STELLA DE LA VICTORIA
Notary Public
Serial No. 50-12-2020
Butuan City and Agusan del Norte
Until December 31, 2024
IBP NO. 387687/01-02-2024/Pasig City
PTR NO. 1039613/01-16-2024/Cabadbaran City
MCLE Compliance VIII-0002211
TIN 424-858-451
Roll No. 82353