

LEADING THE WAY
in Science and Technology Development

Standard Form Number: SF-GOOD-56

Revised on: May 24, 2004

NOTICE TO PROCEED

November 27, 2015

MR. EMMANUEL ACERO Molave Trading, Inc. 891 E. Delos Santos Ave. Quezon City

Dear Mr. Acero:

The attached Contract Agreement having been signed by both parties and notarized, notice is hereby given to *Molave Trading, Inc.* that work may proceed on *Item number 6* (Atomic Emission Spectrometer) for the *Procurement of Various Laboratory and Office Equipment for the Project "Setting-Up of One-Stop Shop Laboratory Services for Global Competitiveness" (Bid no. 2015-003), effective December 3, 2015.*

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing three (3) copies in the space provided below. Keep one (1) copy and return two (2) copies to the Department of Science and Technology VI.

ROWEN R. GELONGA, CESO III Regional Director

Received:

Very truly yours,

Printed Name and Signature

Date

www.dost.gov.ph

Contract Agreement

THIS AGREEMENT made this _____ day of _____ between the Department of Science and Technology Region VI (DOST VI) with office address at Magsaysay Village, La Paz, Iloilo City, Philippines hereinafter called "the Entity" of the one part and Molave Trading, Inc. with main office address at 891 E. Delos Santos Avenue, Quezon City hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of Various Laboratory and Office Equipment for the Project "Setting-Up of One-Stop Shop Laboratory Services for Global Competitiveness" (Bid no. 2015-003) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Four Million Seven Hundred Seventeen Thousand Pesos Only (PhP 4,717,000.00) 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.





Signed, sealed, delivered by ROWEN R. GELONGA, CESO III the Regional Director of DOST VI.

Signed, sealed, delivered by **EMMANUEL A. ACERO** the **President** of Molave Trading, Inc.

Binding Signature of DOST VI

Witness:

ROWEN R. GELONGA, CESO III Regional Director

Witness:

Binding Signature of Supplier

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EMMANUEL A. ACERO

President

ACKNOWLEDGEMENT

Republic of the Philippines) s.s. City of Iloilo

BEFORE ME, Notary Public for and in the above jurisdiction, personally appeared the following:

Name

Type of Government ID

ROWEN R. GELONGA

DOST ID RRG 0191

EMMANUEL A. ACERO

TIN 116-752-830-000

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their free and voluntary act and deed.

This instrument consisting of three (3) pages including this page wherein this Aknowledgement is written, and is signed by the parties and their instrument witnesses on each and every page thereof.

WITNESS MY HAND SEAL, this NOV 26 2015 day of 2015 at NOV 27, PHILIPPINES

Doc. No. : W

Page No. : 14

Book No. : XXX/

Series of 2015

TTY:NOEL O. PALØMADO

NOTARY PUBLIC FOR THE CITY & PRIV. OF ILCILO

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LEADING THE WAY
in Science and Technology Development

Standard Form Number: SF-GOOD-56

Revised on: May 24, 2004

NOTICE TO PROCEED

December 7, 2015

MS. AILEEN S. CATADMAN

Guill-Bern Corporation #14 San Francisco cor. San Rafael Street Barrio Capitolyo, Pasig City 1603

Dear Ms. Catadman:

The attached Contract Agreement having been signed by both parties and notarized, notice is hereby given to *Guill-Bern Corporation* that work may proceed on **Item no. 4** (Water Purification System) and Item no. 5 (Kjeldahl Digestor and Distillation Set-up) for the *Procurement of Various Laboratory and Office Equipment for the Project "Setting-Up of One-Stop Shop Laboratory Services for Global Competitiveness" (Bid no. 2015-003), effective December 11, 2015.*

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing three (3) copies in the space provided below. Keep one (1) copy and return two (2) copies to the Department of Science and Technology VI.

Very truly yours,

ROWEN R. GELONGA, CESO III Regional Director

Received:

Printed Name and Signature

Date

www.dost.gov.ph

Contract Agreement

THIS AGREEMENT made this DECday of 2015 between the Department of Science and Technology Region VI (DOST VI) with office address at Magsaysay Village, La Paz, Iloilo City, Philippines hereinafter called "the Entity" of the one part and Guill-Bern Corporation with main office address at #14 San Francisco cor. San Rafael Street, Barrio Capitolyo, Pasig City hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of Various Laboratory and Office Equipment for the Project "Setting-Up of One-Stop Shop Laboratory Services for Global Competitiveness" (Bid no. 2015-003) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Million Seven Hundred Forty Two Thousand Seven Hundred Seventy-Seven Pesos Only (PhP 1,742,777.00) 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract:
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

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Signed, sealed, delivered by **ROWEN R. GELONGA, CESO III** the Regional Director of DOST VI.

Signed, sealed, delivered by <u>AILEEN S. CATADMAN</u> the <u>Area Sales Manager and Authorized Representative</u> of Guill-Bern Corporation.

Binding Signature of DOST VI

Witness:

ROWEN R. GELONGA, CESO III

Regional Director

Binding Signature of Supplier

Witness:

AILEEN S. CATADMAN

Area Sales Manager

and Authorized Representative

PRINTED PRINTE & SIGNATURE

ACKNOWLEDGEMENT

Republic of the Philippines) s.s. City of Iloilo)

BEFORE ME, Notary Public for and in the above jurisdiction, personally appeared the following:

Name

Type of Government ID

ROWEN R. GELONGA

DOST ID RRG 0191

AILEEN S. CATADMAN

privors 400000 NO2-11-016698

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their free and voluntary act and deed.

This instrument consisting of three (3) pages including this page wherein this Aknowledgement is written, and is signed by the parties and their instrument witnesses on each and every page thereof.

WITNESS MY HAND SEAL, this DEC 0 7 2015 day of

2015 at ILOILO CITY, PHILIPPINES

Doc. No.: igl Page No.: 38 Book No.: XXXI Series of 2015

IBP NO. 973177/ILOIZO CITY/JAN. 05, 2015
MCLE NO. IV-0003936 / JAN. 06 2012 /ROLL NO. 44781

A-AN, BELLOGA, AGOT & ASSOCIATES IST., JARO, ILOILO CITY TELEPHONE NO. 3