

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this AUG 05 2024 day of \_\_\_\_\_ 2024 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **NOVEAULAB ASIA CORP.**, with principal office at Unit SS 105 DSL BLDG 380 Del Monte Ave., Quezon City, Metro Manila, represented herein by its Manager, **MELVIN S. JALDO**, hereinafter referred to as the **Supplier**;

### WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2024 - 4E: Supply and Delivery of Various Laboratory Equipment for the University (3<sup>rd</sup> Advertisement)**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Supplier** to the aforesaid equipment;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Supplier** on \_\_\_\_\_ 2024;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

#### I. Contract Price

The total contract price is **One Million Six Hundred Ninety-Two Thousand One Hundred Thirty-Six Pesos and Fifty Cents (Php1,692,136.50)**.

#### II. Expected date of Delivery of equipment is Ninety (90) calendar days after the receipt of Notice to Proceed.

It is therefore, mandatory on the part of the **Supplier** that the delivery of the goods and/or performance of services shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.



### III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services at the unit Bid stated below:

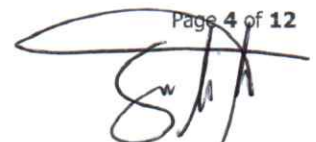
Item No.	Item Description	Qty.	Unit Cost	Total Bid Amount
2.	<p><b>CABINET</b>, Combination Hazards Storage Cabinet                      Door style: manual-closed                      Height: 18 inches                      Material: Wood                      With 1000VA Automatic Voltage Regulator (AVR)                      Input range voltage: 140V-250V                      Output voltage: 110V and 220V                      For use with flammables Surface coating: Epoxy                      Dimensions (DxWxH): 18 x 47 x 18cm                      No. of doors: 2                      With product quality certification or its equivalent                      With manufacturer's warranty</p>	1	175,015.00	175,015.00
15.	<p><b>LABORATORY EQUIPMENT</b>,                      Automatic Tissue Processor                      Processing capacity: 150-300 cassettes (depending on basket size)                      Reagent container capacity: 2.3 liters per container (up to 4 containers)                      Processing time: 30 minutes to 12 hours (adjustable)                      Processing steps: 10 (adjustable)                      Agitation speed: 100 to 400 rpm (adjustable)                      Vacuum: 0 to -90 kPa (adjustable)                      Pressure: 0 to 35 kPa (adjustable)                      Paraffin dispenser capacity: 1.5 liters (adjustable)                      Touch screen display: 7-inch color display                      Dimensions (W x D x H): 500 x 470 x 470 mm (19.7 x 18.5 x 18.5 in.)                      Weight: 42-45 kg (93-99 lbs)                      Power supply: 100-240V, 50/60Hz, 500VA                      With free training/demo                      With product quality certification or its equivalent                      With manufacturer's warranty</p>	1	609,226.00	609,226.00
19.	<p><b>LABORATORY EQUIPMENT</b>,                      Chlorophyll Meter                      Measuring area: 2mm*2mm</p>	1	49,945.00	49,945.00

	<p>Measuring mode:2-wavelength concentration difference of optical methods</p> <p>Sensors: Silicon semiconductor photodiode</p> <p>Display mode: measuring value 3 digits liquid crystal display</p> <p>Measuring times: 2 digits liquid crystal display</p> <p>Min measuring interval:&lt; 3s</p> <p>Measuring Range:0.0-99.9 SPAD, -10~99.9 degree Celsius</p> <p>Accuracy: margin of error <math>\pm 3.0</math> SPAD margin of error <math>\pm 0.5</math> degree celsius</p> <p>Repeat: margin of error <math>\pm 0.3</math> SPAD margin of error <math>\pm 0.2</math> degree celsius</p> <p>Operating temperature: -10-50 degree celsius</p> <p>Power: 4.2V -2000mah rechargeable Lithium battery</p> <p>Memory capacity: 30KB, automatically calculate and show the average result</p> <p>Weight: 200 grams</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>			
23.	<p><b>LABORATORY EQUIPMENT</b>, Digital Dry Bath</p> <p>Temperature range Ambient 5-150 degree celsius</p> <p>Temperature display resolution 0.1 degree celsius, 4-digit LED</p> <p>Temperature uniformity margin of error <math>\pm 0.2</math> degree celsius at 37 degree celsius</p> <p>Temperature accuracy margin of error <math>\pm 0.3</math>-degree celsius</p> <p>Block chamber Stainless steel Single block unit One standard block</p> <p>Footprint 7.9 x 10.4 in/20 x 28.4 cm</p> <p>Power: 230V, 50/60 Hz, 0.8 A</p> <p>Fuse 1.5 A</p> <p>Inclusion: heating block</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>	1	41,000.00	41,000.00
24.	<p><b>LABORATORY EQUIPMENT</b>, Digital microscope</p> <p>Technical specifications:</p>	1	107,000.00	107,000.00

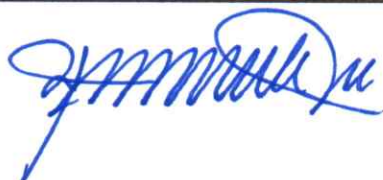
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<p>Head: Binocular, 360 degrees rotating, 30 degrees inclined.  Eyepiece: Wide Field 10x/20mm  Nosepiece: Quadruple, reversed  Objectives; N-PLAN Achromatic  4x/0.10, 10x/0.25,  40x/0.65, 100x/1.25  Stage: Double layer, 150x133 mm with  X-Y 75x50mm moving range</p> <p>Focusing: Coaxial coarse and fine  focusing  Illuminator: X-LED3 system with  adjustable intensity  Condenser: Sliding-in, 1.25 N.A. Abbe  type with adjustable height and iris  diaphragm  Power supply: 100-240 Vac 50-60 Hz  External power adapter: 6Vdc output</p> <p>Camera  Camera resolution: 3.14 megapixels  Signal output: USB 2.0  Sensor size: 1/2.5"  Sensor technology: CMOS  Image format: 4/3 full-frame format  Image size: 2048x1536  No additional drivers required  (Microsoft drivers installed)  Image capture: Continuous  autonomous image creation,  compressed video capture  Controlled parameters: Magnitude,  degree of amplification, exposure time,  colour enhancement  Full resolution frame rate (fps)  8@1280x1024  Other resolution frame rate (fps)  30@640x480  Sensitivity: 0.53 V/lux-second  Signal/noise ratio: (DB) 40.5  Dynamic range: (DB) 66.5  ADC conversion: 12 Bit  Color Depth: 8 Bit  Exposure time: 0-1.5 sec Binning 1x1  IR filter: Yes  IR filter range (nm): 680  Camera Power: PC USB  C-Mount: Yes  Tablet</p>			
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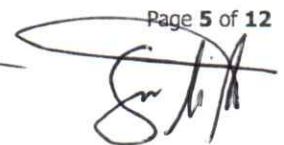




	<p>Operating system: Windows 10 or latest (64Bit)  CPU: Intel Atom Z8350, Quad core  CPU speed: 1.44 GHz  Graphic card: Intel HD Graphics 400  RAM at least 4 GB LPDDR3  Screen size: LED 10.1inches IPS Multi-Touch Screen</p> <p>Screen resolution: 1920x1200</p> <p>Storage: HDD 64GB  Network: Wireless Bluetooth 4.0  Input: Micro USB (OTG) - USB Type-C - Micro SD card reader  Output ports: Microphone - Headphone - Micro HDMI  Battery type: Lithium-ion  Battery capacity: 6500 mAh  Power consumption: 15W  Power supply: 5V, 3A  Dimensions (mm) 261x167x9 Weight (kg) 0.53  Language: Multi-language  With product quality certification or its equivalent  With manufacturer's warranty</p>			
39.	<p><b>LABORATORY EQUIPMENT, Mini UV Transilluminator</b></p> <p>Dimension (DxWXH): 247x132x48.5mm)</p> <p>Viewing Surface (DxW) 150x80mm; wavelength:365nm;</p> <p>UV Tubes: T5 6W UVA; Power: 12V, 1.5A; Weight:1.4kg;</p> <p>Compatible Gel Type: Mini Gels  Compatible gel size: 50x60, 105x60, 125x60mm</p> <p>Temperature: Operation 0-40C  Storage:10-70C; Humidity: Operation-20-90%; Storage: -10-90%;  Transportation conditions:  Temperature: 10-70C; Humidity: 10-90%; Altitude conditions: Up to 2,000m</p> <p>With product quality certification or its equivalent  With manufacturer's warranty</p>	1	55,158.00	55,158.00




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40.	<p><b>LABORATORY EQUIPMENT,</b>  Horizontal Mini Cells Electrophoresis System with  Basic Power Supply  Cell Specifications:  base footprint (LxWxH)  25.5x9.2x5.6cm  Base:  Buffer Volume: 265-320ml  Base gel Size: 7x7cm  Gel Tray size: 7x10cm  Construction:  Base: Molded Clear Plastic Gel Casting gates: Aluminum Safety lid: molded Clear Plastic Electrode wire guard: molded polycarbonate Banana Plugs: Gold-Plated Brass, 4.4 cm length Electrodes: Platinum, 0.25mm diameter  Electrical Cables: Dual, 20 AWG, Tinned copper wire cable  Flametretardant polyurethane insulation jacket  Electrical leads: Nickle Silver  Gel Tray: UV- transparent acrylic plastic (UVTP)  Combs: Molded plastic and machine acrylic  Gel casting device: Polycarbonate 0.64cm silicon foam basebuffer volumes will vary depending on the size and thickness of the gel used.  Basic Power Supply Specifications:  Input Power  nominal: 220-240 VAC, 50-60 Hz  Actual: 90-132or 198-264 VAC, 5 mmx 20 mm, Type T input power cord: 3-wire grounded  Output Programmable  Voltage: 10V to 300V, fully adjustable in 1V steps  Voltage accuracy: 2% of reading of 3 volts, whichever is more  Ct: 4 ma to 400ma, Fully adjustable in 1 ma steps power (maximum): 75W  Terminals: 4 pair ncessed banana jacks, floating in parallel Timer</p>	1	112,846.00	112,846.00
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<p>Controller: 001 to 999 minutes fully adjustable</p> <p>Ripple: &lt;1% @ 300V and 70 W  Line Regulations: &lt;1% @ 300V and 70 W, 90-132 or 198-264 vac  Load regulation: &lt;1% @ 300V for 50% change in output load  Drift: &lt;1% @ after 15 mins warm up at 300v and 70w</p> <p>Noise: 55 dBA at 1 Meter  readouts stability: Volts !v, current 1 mA</p> <p>SAFETY FEATURES:  no load detection: indicated by error message on display  Sudden load change detection: indicated by error message on display  Overload/short circuit protection: Automatic power limit  Input line protection: fuse on both hot and natural Auto-power up after power failure: user selectable, setup maintained safety compliance: EN-61010</p> <p>EMI: conforms to CE standards for emissions and immunity Class A  Display functions: 3 digit LED displays voltage, current or the time Function modes: constant voltage, constant current timer pause User selectable automatic power-up after power failure  Environmental Operating Temperature humidity 0-40c  Dimensions (LxWxH): 22x21x8.5 cm weight 1.1kg, unit is stable  Inclusions:  1. Gel Caster  2. UV-Transparent Plastic (UVTP) Tray, 8x 10cm  3. 8-well comb, fixed height, 1.5mm thickness  4. 15-well comb, fixed height, 1.5mm thickness  5. Basic Power Supply</p> <p>Other Inclusions:</p>			
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	<p>1. Automated Voltage Regulator, 1kva, 1 unit, or any compatible AVR</p> <p>2. Certified molecular Biology Agarose 25g</p> <p>3. 50x Tris/Acetic ACid/ Edta/ TAE Nucleic acid electrophoresis Buffer</p> <p>4. 100 bp molecular Ruler</p> <p>5. 6x Loading Dye, 1 ml</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>			
44.	<p><b>LABORATORY EQUIPMENT, PCR</b> (Polymerase Chain Reaction) Machine/Thermal cycler</p> <p>Instrument Classification: Class III</p> <p>Display: Touch Screen</p> <p>Sample Volume: 10-50 µl</p> <p>Test measuring range: 4-100 degree Celsius.</p>	1	195,180.00	195,180.00
51.	<p><b>LABORATORY EQUIPMENT, UV</b> Transilluminator</p> <p>Unit dimension (cm) 34 x 29.5 x 10</p> <p>Viewing Size (cm) 26 x 21 Wave length (nm) 254.</p>	1	99,950.00	99,950.00
53.	<p><b>LABORATORY EQUIPMENT, Water</b> Quality Testing Machine</p> <p>Electronic pH tester</p> <p>to 14.0 pH 0.1 pH margin of error ± 0.1 pH</p>	1	47,832.00	47,832.00
56.	<p><b>PH METER, Bench Type pH meter</b></p> <p>Automatic calibration with recognition of up to 16 buffers</p> <p>Automatic temperature compensation</p> <p>Electrode check during calibration</p> <p>Stability icon</p> <p>BNC connector for glass-membrane pH electrodes or Redox electrodes</p> <p><b>STANDARD EQUIPMENT SUPPLIED:</b></p> <p>Electrode holding arm and base plate pH combination</p> <p>Gel-filling electrode</p> <p>With integrated temperature sensor</p> <p>(3-in-1 ) AC adapter</p> <p>Measuring Range: Voltage: margin of error plus minus</p> <p>1500.0 mV PH: 0 to + 14.00</p> <p>Temperature: -5 to + 105-degree celsius Resolution: Voltage: margin of</p>	1	47,832.00	47,832.00



	<p>error plus minus 0.1 mV PH: margin of error plus minus 0.01</p> <p>Temperature: margin of error plus minus 0.1 degree celsius Accuracy:</p> <p>Voltage: margin of error plus minus 0.4 mV pH: margin of error plus minus 0.1</p> <p>Temperature: margin of error plus minus 0.2 degree celsius</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty.</p>			
57.	<p><b>SEED MOISTURE METER</b>, Grain Seed Moisture Meter</p> <p>Can test at least 50 types/species of grain or seed</p> <p>High efficiency</p> <p>Digital LCD, Battery input 1.5 AA (Alkaline x4); 50MHz measurement method</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>	1	35,844.00	35,844.00
59.	<p><b>STIRRER</b>, Hotplate Stirrer with Stir Bar</p> <p>Plate Material - Coated Aluminum/Silicon Glass Plate</p> <p>Dimensions, mm - 150 x 150</p> <p>Heated Area, mm - 150 x 150</p> <p>Heater Power, Watt - 700 Max plate temp, degree celsius - 325</p> <p>Stirrer Speed, rpm - 100 - 2000</p> <p>Maximum Stirring Capacity, L - 15</p> <p>Compatible with SCT1 - Yes Control accuracy with SCT1 - margin of error plus minus 1-degree celsius</p> <p>Dimensions (w x d x h), mm - 172 x 248 x 120</p> <p>Net weight: 2.5 to 3.5kg</p> <p>Electrical supply - 220V-240V/50-60Hz, 750W IP Rating 32</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty.</p>	1	32,608.50	32,608.50
62.	<p><b>WATER QUALITY METER</b>, Portable Multi-Parameter Water Quality Analyzer</p> <p>Usage: 1</p> <p>Weight: 7kg</p> <p>Temperature Range: RT-500</p> <p>Power Supply: 200</p>	1	82,700.00	82,700.00
<b>Grand Total</b>				<b>1,692,136.50</b>

#### IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- a. The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to be bid resulting from the Procuring Entity's bid evaluation;
- b. The Schedule of Requirements;
- c. The Technical Specifications;
- d. The General Conditions of Contract;
- e. The Special Conditions of Contract
- f. The Performance Security; and
- g. The Notice of Award.

#### V. Warranty

The **Supplier** warrants that the goods/materials supplied under this Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **Procuring Entity** provides otherwise.

The **Supplier** hereby covenants with the **Procuring Entity** to remedy defects therein in conformity with the provisions of this Contract.

#### VI. Payment

The **Procuring Entity** 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 sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

#### VII. Liquidated Damages

If the **Supplier** fails to satisfactorily deliver any or all of the goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

#### VIII. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Supplier** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Supplier** any monies due to it.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:

  
**WILFREDO A. DUMALE, JR.**  
University President

ID No. WAD - 0218

Issued on: December 21, 2022

Issued at: NVSU

For the Supplier:

  
**MELVIN S. JALDO** / *Raiza Jean Demetillo*  
Authorized Representative

ID No. CRN-0111-2983077-8

Issued on: \_\_\_\_\_

Issued at: Quezon City

Signed in the presence of:

  
**ARLENE A. GONZALES, CPA**  
NVSU Representative  
**CHIEF ADMINISTRATIVE OFFICER-FINANCE**

\_\_\_\_\_  
Supplier Representative

**Funds Available:**

  
**LIZA A. PARAGUAS-GONZAGA**  
NVSU Accountant IV

*₱ 1,692,136.00*

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.


BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by NVSU as competent proof of identity, and **MELVIN S. JALDO** of, who presented to me his valid ID \_\_\_\_\_ issued by \_\_\_\_\_ as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consisting of twelve (12) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

AUG 05 2024

WITNESS MY HAND AND SEAL on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 in **BAYOMBONG, NUEVA VIZCAYA** Philippines.

Doc. No: 141;  
Page No.: 30;  
Book No.: X&M  
Series of 2024.

Notary Public  
  
**ATTY. ARIEL IAN M. MADDELA**  
NOTARY PUBLIC  
VALID UNTIL DECEMBER 31, 2025  
NOTARIAL COMMISSION NO. 05-23  
PTR NO. 2833157; DEC. 14, 2023  
IBP LIFETIME NO. 19553  
ROLL NO. 54595; 05-04-2007  
BAYOMBONG, NUEVA VIZCAYA