

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this AUG 01 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 **LABSOLUTION TECHNOLOGIES INC.**, with principal office at 3/F ALP Tower 609 Tres De Abril Street, Labangon, Cebu City, represented herein by its Manager, **NOEL S. ALMERIA**, 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 (3rd 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 Five Hundred Ninety-Two Thousand Seven Hundred Twenty-One Pesos and Ninety Cents (Php1,592,721.90).**

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
1.	<p>AUTOCLAVE, Chamber Volume: 50 L Working pressure: 0.22 MPa Working temperature: 120-134 degree Celsius, Max. working pressure: 0.23 MPa Adjustment of temperature: 105-134 degree Celsius, Timer: 0-99 min or 0-99-hour 59min Dimension: 590mm x 590mm x 1280mm With product quality certification or its equivalent With manufacturer's warranty</p>	1	178,999.00	178,999.00
8.	<p>INCUBATOR, Heating Incubator Temp. Range: 0 to 60 degree Celsius Temp. Accuracy: 0.5-degree celsius (at 37degree celsius) Temp. Uniformity: margin of error plus minus 1.0-degree celsius (at 37-degree celsius) Temp. Increment: 0.1-degree celsius Exterior: 21.25 x 21 x 39.35 in. / 54 x 53.34 x 99.85 cm Interior: 15.75 x 12.75 x 19.75 in. / 40 x 32.4 x 50.2 cm Capacity: 65L, (2.3 cu. ft.) Capacity of BOD bottles: 30 bottles (300ml) Weight: 117 lbs / 53 kg Electrical: 120V, 60HZ or 230V, 60Hz (385W) Operating Temp. Range: +10 to +30degree Celsius With product quality certification or its equivalent With manufacturer's warranty.</p>	1	75,750.00	75,750.00
9.	<p>INCUBATOR, Vertical Type Shaking Incubator Single Door LCD Display; Rotary shaking, (20~350 rpm) Temp. range (4~60 degree Celsius) Timing range (0~9999 h) Shaking plate (250 mL x 38 flask clamp) 600 watts; AC 220 V margin of error</p>	1	169,999.00	169,999.00

	<p>plus minus 10%</p> <p>Internal size (WDH) (600x410x630mm)</p> <p>External size (WDH) (700x580x1280mm)</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty.</p>			
14.	<p>LABORATORY EQUIPMENT,</p> <p>Automatic Bomb Calorimeter Calorific Value Test Meter Machine Instrument</p> <p>Heat capacity: About 10500 J / K</p> <p>Oxygen bomb capacity: 300ml</p> <p>Oxygen charging pressure: 2.8 ~ 3.2 MPa</p> <p>Pressure resistance: water pressure 20MPa</p> <p>Weight: 2.5 kg</p> <p>Overall dimension: 650 * 450 * 500 mm</p> <p>Temperature range: 0 ~ 40 °C</p> <p>Response time: < 4 S</p> <p>Resolution: 0.0001 dpi</p> <p>Linearity: < 0.08% per 5-degree Celsius temperature rise range</p> <p>Temperature measurement error: ± 0.003 °C for every 5 °C temperature rise range</p> <p>Power supply voltage: AC220V ± 10%</p> <p>Humidity: ≤ 80%</p> <p>Power: 30W</p> <p>Ignition voltage: AC24 V</p> <p>Ignition time: 5S</p> <p>With free training/demo</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty.</p>	1	189,999.00	189,999.00
16.	<p>LABORATORY EQUIPMENT,</p> <p>Benchtop Digital pH meter with calibration solution</p> <p>Range: 0-14pH/± 1999mv/0-100 °C</p> <p>Resolution: 0.1/0.01pH/1mv/0.1 °C</p> <p>Accuracy: ± 0.01pH/±0.1% F.S/± 0.5 °C</p> <p>Automatic three-point calibration</p> <p>Electrode temperature probe</p> <p>Storage: at least 50 data groups</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty.</p>	1	30,000.00	30,000.00
17.	<p>LABORATORY EQUIPMENT,</p> <p>Biomedical Freezer; 490L upright</p>	1		

	<p>double door; LED display and multiple alarm function; manual defrost mode; Exterior Dimension (mm): 940w*845*D*1860H; Temperature range -20 to -40 degree Celsius; Direct cooling</p> <p>With product quality certification or its equivalent</p> <p>With manufacturer's warranty</p>		237,899.00	237,899.00
33.	<p>LABORATORY EQUIPMENT, LABORATORY OVEN (Forced Air Drying Oven) Capacity: 54L Temp. Range: RT+10~300-degree Celsius Temp. Precision: 0.1-degree Celsius Temp. Uniformity: less than or equal to Max Temp. margin of error plus minus 2.5 degrees Celsius</p> <p>Circulation Mode: Back heating, forced convection Timing Range: 0-9999min/h Shelves NO. (pc): 2 Display: LCD Power Supply: 220V margin of error plus minus 10% 50/60Hz or 110V margin of error plus minus 10%</p> <p>With product quality certification or its equivalent With manufacturer's warranty.</p>	1	35,678.90	35,678.90
34.	<p>LABORATORY EQUIPMENT, Laboratory Freezer (-80 °C) External Size (WxDxH) mm: 880x980x1940 Internal Size (WxDxH) mm: 488x607x1140 Capacity: 338 L type: Vertical</p> <p>Temperature range: -40 to -86 °C Microprocessor control, LCD touch screen</p> <p>With product quality certification or its equivalent With manufacturer's warranty</p>	1	319,399.00	319,399.00
35.	<p>LABORATORY EQUIPMENT, Laboratory Refrigerator</p>	2		

	(1 for Microorganisms & 1 for Reagents) Type: Vertical Capacity: 360L Cooling Type: Forced Air Cooling Defrost Mode: Auto Refrigerant: HC, R600a With product quality certification or its equivalent With manufacturer's warranty.		79,999.00	159,998.00
38.	LABORATORY EQUIPMENT, Microcentrifuge Capacity 24 x 1.5/2 mL Max. Speed 13,300 rpm Max. RCF 17,000 x g Noise Level 56 dB(A) Temperature Range Ambient temperature Certifications/Compliance CSA, CE, IVD Type Benchtop Centrifuge Includes Hematocrit rotor Description Pico 17 Centrifuge, Refrigerated: No Run Time 1 to 99 min. (1 min. increments); HOLD Standards IEC 61010-1, IEC 61010-2- Dimensions (HWD) 8.9 x 9.6 x 13.8 in. (22.5 x 24.3 x 35.2 cm) Net Weight 23.1lb. (10.5 kg) Ventilated Electrical Requirements: Frequency 50/60 Hz Voltage 220V-240V Rotor: Hematocrit Rotor With product quality certification or its equivalent With manufacturer's warranty	1	120,000.00	120,000.00
48	LABORATORY EQUIPMENT, Rotary Evaporator 50-2000mL Evaporation flask value; 1.56 L/H Evaporator Capacity; Manual Lifting; brushless Motor; Rotation speed 20-200RPM; Led display; RT 180 degree Celsius; CE Approved	1	75,000.00	75,000.00
Grand Total			1,592,721.90	



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:


NOÉL S. ALMERIA
Authorized Representative

ID No. ND2-90-146878 (Orini Linn)

Issued on: 1/21/24

Issued at: Oregon City

Signed in the presence of:


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

Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of JEZON CITY 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 **NOEL S. ALMERIA** 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 eight (8) 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.

WITNESS MY HAND AND SEAL on this _____ day of AUG 01 2024 2024 in JEZON CITY, Philippines.

Doc. No: 293 ;
Page No.: 59 ;
Book No.: VII ;
Series of 2024.

Notary Public
[Signature]
ATTY. RUIZEN M. AZAÑES JR.
NOTARY PUBLIC UNTIL DECEMBER 31, 2024
ADM. MATTER NO. NP-025(2023-2024)
ROLL NO. 46427
PTR NO. 5555119/01-02-2024/Q.C.
IBP NO. 384112/01-01-2024/Q.C
MCLE Compliance No. VII-0018605/04-15-2025
TIN: 140-394-386-000