

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this JAN 27 2025 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 CORPORATION**, with principal office at Unit SS 105 DSL Building, #380 Del Monte Ave., Quezon City, represented herein by its Authorized Representative, **RAIZA JEAN C. DEMETILLO**, hereinafter referred to as the **Supplier**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain supplies/goods and ancillary services for the project **2025-1E: Supply and Delivery of Various Laboratory Equipment and Machinery for the University**;

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 January 16, 2025;

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 **Three Hundred Thirty-Eight Thousand Five Hundred Sixteen pesos only (Php338,516.00)**.

### II. Expected date of Delivery of equipment is Sixty (60) 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.



Raiza Jean C. Demetillo  
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### III. Goods/Supplies

The **Supplier** accepted the aforesaid amount as payment of supplies materials for the complete of deliveries of goods and services, as follows:

No.	Item No.	Item Description	Qty	Unit of Measurement	Unit Cost	Total Cost
1	13.	LABORATORY EQUIPMENT, ICOE iPDB S1 Digital Salinity, China Refractometer, Hydrometer salinity, measurement and analysis instruments Size: 160x59x49mm Weight:230g Function : 0-28% ATC salinity refractometer With manufacturer's warranty	2	Unit	23,282.50	46,565.00
2	25.	LABORATORY EQUIPMENT, Shimadzu MOC63u Moisture Analyzer, Japan Moisture analyzer, capacity 120g; Display-LCD(backlight); AC powered With manufacturer's warranty	1	Unit	99,008.00	99,008.00
3	29.	LABORATORY EQUIPMENT, ICOE FM24LW Series Biological Microscope with 10"Tablet Camera, China Trinocular Compound Microscope 40X-1000X Magnification with 9.7" Touchscreen Imaging System , OS Android 4.1.1 CPU 1.8GHz Memory 2GB (DDR3) Internal Storage 2GB External Storage MicroSD (TF) 32GB max, USB Screen Size (diagonal) 9.7" Display Resolution 2048 x 1536 Display Mount 360° rotation, 90° tilt Sensor Type CMOS Active Pixels 5M (2592 x 1944) Shutter electronic rolling shutter Photo Capture Resolution 2592 x 1944 2048 x 1536 1600 x 1200 Video Capture Resolution and Maximum Framerate 15fps @ 2048x1536 Connectivity Micro HDMI USB 2.0 Wi-Fi Optical System Finite-conjugate Mechanical Tube Length 160mm Head Trinocular, 30° incline, 360° rotatable Interpupillary Adjustment 55-75mm Siedentopfcompensation-free gemel Ocular Diameter 23mm Eyepieces 10X Photo Port height-adjustable 23mm tube, CX series, simul-focal Objective Lenses DIN standard Objective Parfocal Distance 45mm Objective Mounting Thread RMS 20.32mm	1	Unit	83,183.00	83,183.00

		Objective Turret quadruple Focusing System Coaxial coarse and fine focus, upper limit-stop, tension control Focus Range 28mm Division of Fine Focus 0.002mm Stage Design Double-layer with caliper Stage Dimensions 140mm x 132mm X-Y Translation Range 76mm x 50mm Transmitted Illumination 20W halogen Condenser NA1.25 Abbe condenser with iris diaphragm, 32mm filter holder Sub-stage Condenser-holder rack and pinion Power 85-265VAC 50/60Hz wide-band With manufacturer's warranty				
4	33.	LABORATORY EQUIPMENT, Type: Laboratory Pipette, 4 Pack starter kit, volume range 0.5 uL to 1,000 uL, Single Channel, China Dlab HiPette Single Channel Micropipettors, China <b>Set includes:</b> 1 unit DLab 7030601004 (0.5 to 10uL) 1 unit DLab 7030601008 (10 to 100uL) 1 unit DLab 7030601009 (20 to 200uL) 1 unit 7030601014 (100 to 1000uL) 1 unit DLab Linear Stand With manufacturer's warranty	1	Unit	37,760.00	37,760.00
5	54.	MICROSCOPE, Specifications: ICOE FM24B Binocular Head Biological Microscope, China - Inclined at 30°, capable of 360° rotation - Adjustable interpupillary distance: 52-75mm - Rotatable eyepiece - Wide field eyepiece with multiple magnification options (e.g., 10x, 20x) - Semi-plan achromatic and plan achromatic objectives, available in various magnifications (e.g., 4x, 10x, 20x, 40x, 60x, 100x) - Infinite achromatic and plan achromatic objectives- Quadruple or quintuple nosepiece for backward rotation - Double-layer mechanical stage: 140x140mm with movement controls and fine adjustments - Coarse and fine adjustment with precision up to 0.002mm - Condenser with iris diaphragm, adjustable illumination- LED or halogen illumination options with adjustable brightness - Attachments available for photography, video, polarization, phase contrast, and dark field - Fluorescent illumination capabilities - Dimensions: Approx. 35cm x 31cm Weight: Approx. 9.5kg With manufacturer's warranty	2	Unit	36,000.00	72,000.00
		<b>GRAND TOTAL</b>				<b>338,516.00</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.

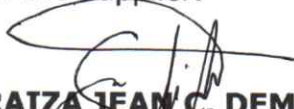
**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:

  
**WILFREDO A. DUMALE, JR.**  
Public Servant and University President

ID No. WAD - 0218  
Issued on: December 21, 2022  
Issued at: NVSU

For the Supplier:

  
**RAIZA JEAN C. DEMETILLO**  
Authorized Representative

ID No. No 4-17-002475 (Priv. License)  
Issued on: \_\_\_\_\_  
Issued at: LTO - QUEZON CITY

Signed in the presence of:

  
**ARLYNE A. GONZALES, CPA**  
CHIEF ADMINISTRATIVE OFFICER-FINANCE  
\_\_\_\_\_  
NVSU Representative

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

**Funds Available:**

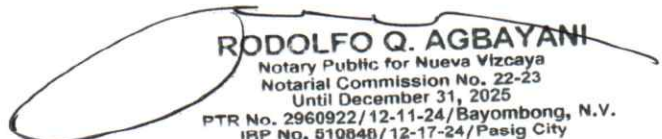
  
**LIZA A. PARAGUAS-GONZAGA**  
NVSU Accountant IV

Republic of the Philippines  
Province of Nueva Vizcaya  
Municipality of Bayombong

**JAN 27 2025**  
Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Bayombong  
Nueva Vizcaya, personally appeared RAIZA JEAN C. DEMETILLO  
known to me or identified by me through  
authentic documents of identity to be the same person/s who  
executed the foregoing instrument and who acknowledged to  
me that the same is his/her/their free act and voluntary deed.

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Book No. C  
Series of 2025



  
**RODOLFO Q. AGBAYANI**  
Notary Public for Nueva Vizcaya  
Notarial Commission No. 22-23  
Until December 31, 2025  
PTR No. 2960922/12-11-24/Bayombong, N.V.  
IBP No. 510848/12-17-24/Pasig City  
MCLE No. VII-0011447/02-24-22  
Dumlao Blvd., Salvacion, Bayombong, N.V.

**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 **RAIZA JEAN C. DEMETILLO** of **NOVEAULAB ASIA CORPORATION**, who presented to me her valid ID (Driver's license) issued by LTO - Quezon City 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 six (6) 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 JAN 27 2025 day of \_\_\_\_\_ 2025 in Bayombong, Nueva Vizcaya Philippines.

Notary Public

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Page No.: 53 ;  
Book No.: C ;  
Series of 2025.

**RODOLFO Q. AGBAYANI**  
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