

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this JUN 13 2025 day of JUN 2025 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 **Project 2025 - 6E: Supply and Delivery of Laboratory Supplies and Equipment for Upgrading the Citrus Diagnostic and Indexing Facility of 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 _____ 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 **One Million Five Hundred Ninety-Six Thousand and Ninety-Five Pesos (Php1,596,095.00).**

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.



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
3.	LABORATORY EQUIPMENT, DIGITAL WATERBATH -Digital temperature sensor, mounted on the outside of the bath, - Digital display of set and actual temperature - Digital timer from 1 min. up to 99 hours - With stainless steel gable cover -Drain system located in front of unit - 2-point calibration system - Safety features: With temperature control to avoid overtemperature and shutdown heating when there is failure; with automatic diagnostic system - Temperature range: at least 5°C above ambient to +100°C - Setting temperature range: +10°C to +100 °C - Ambient temperature: +5 °C to +40 °C - Temperature setting accuracy: 0.1 °C - Volume: at least 17 L - Power supply: 220V-240V - Warranty: 1 year after installation - Certifications: ISO 9001:2015	1	58,888.00	58,888.00
4.	LABORATORY EQUIPMENT, Drying Oven - Volume: at least 32 L - ambient temperature at least 5°C to +300°C - Setting temperature: Range: +20 to +300°C - Temperature sensor: 1 Pt100 sensor DIN class A in 4-wire-circuit - Control Cockpit: Single Display. Adaptive multifunctional digital PID microprocessor controller with high-definition TFT-colour display - Timer: 1 minute to 99 days - natural convection - Fresh air: by electronically adjustable airflap - Vent: vent connection with restrictor flap - Door fully insulated stainless steel door with 2-point locking (compression door lock)	1	48,888.00	48,888.00

	<ul style="list-style-type: none"> - at least 1 stainless steel grid(s), electropolished Certifications: ISO 9001:2015 With manufacturers' warranty 			
5.	<p>LABORATORY EQUIPMENT, ELISA READER</p> <ul style="list-style-type: none"> - Compatible with standard 96-well microplates - Wavelength range: 400–750 nm - Photometric range: 0.0–3.5 OD - Linearity: ≤1.0% from 0.0–2.0 OD; ≤2.0% from 0.0–3.0 OD - Accuracy: ≤1.0% or 0.010 from 0.000–3.000 OD at 490 nm - Precision: 1.0% or 0.005 OD from 0.0–2.0 OD; 1.5% from 2.0–3.0 OD - Resolution: 0.001 OD - Filter wheel capacity: 8 - Plate shaking: 3 speeds (Low, mid, high) - Duration, sec 0–999 - Read time: 6 sec at single wavelength, 10 sec at dual wavelengths - Data output: Onboard graphical thermal printer and USB2 interface with PC or Mac data stations - Data storage: Calendar/clock functions; approx. 64 assay protocols - Inclusion: AVR - Warranty: 1 year after installation 	1	165,888.00	165,888.00
6.	<p>LABORATORY EQUIPMENT, FUMEHOOD</p> <ul style="list-style-type: none"> - at least 3ft (width), ducted to effectively capture fumes and remove them directly from the work area - with Built-in centrifugal blower - Internal size (LxWxH): approx. 987*560*700mm - External size (LxWxH): approx. 1247*800*2450mm - Opening: 740 mm maximum - Work surface height: at least 820 mm - Work zone material: Chemical resistant phenolic resin - Front window: Resistant to acid and alkali; manual open; at least 5mm transparent toughened glass; adjustable height - Airflow velocity: 0.3-0.8m/s, adjustable speed in 9 levels - Noise: ≤ 68 dB - Motor: Built-in PP centrifugal blower - Lighting/Illumination: at least 30W - Exterior material: Porcelain PP, at least 8 mm thickness, resistant to strong acid, alkali and anti-corrosion 	1	145,678.00	145,678.00

	<ul style="list-style-type: none"> - Inclusions: Illuminating Lamp, Water tap, Gas tap, Water Sink, Base cabinet, Waterproof sockets, PP centrifugal blower, pipe straps; PVC duct (diameter: at least 250mm) Electricals: AC220V±10%, 50/60Hz; Includes ducting and installation. - Warranty: at least 1 year from installation 			
7.	<p>LABORATORY EQUIPMENT, GEL DOCUMENTATION SYSTEM</p> <ul style="list-style-type: none"> - with computer (at least latest edition of i5) installed with the required applications (PC) - with camera: at least 24 MPixel (Resolution: 6000x4000), APS-C Sensor DIGIC 8 Processor, WiFi enabled, APS-C sized CMOS Sensor ; no visible noise at all from ISO 100 all the way up to ISO 1600, allows the detection of lowest light signals in agarose gels, Bit Output Format: 8-bit, Aperture: F/4-5.6, Lens: 18-55 mm zoom Lens, manual, 3x zoom, Exposure time: 0.00025 to 30 seconds, with filter for the lens, with compatible control software, Saved image format: TIFF, JPEG, Host computer dependent. - Hood Power Unit for transilluminator and camera - Access Front door: 180° opened - Filter Illuminator Shield - Built-in Blue-Green light source: 470-520 nm - View Area: at least: 26 x 21 cm - Voltage: 220-240 V - Inclusion: with UPS - The camera is directly connected to the power supply adapter Safe solution: No damage of DNA, no risk of UV exposure for users. Compatible with all common green, yellow and red DNA dyes. -Certifications: ISO Certificate 9001:2015 - Warranty: at least 1 year after installation 	1	378,989.00	378,989.00
8.	<p>LABORATORY EQUIPMENT, HORIZONTAL GEL ELECTROPHORESIS - heat resistant up to 100°C</p> <ul style="list-style-type: none"> - Electrophoresis Tank Overall Dimensions: approx.183 mm (w) x 59 mm (H) x 162 mm (L) - Buffer Solution Volume: Approx. 270 - 320 ml - Compatible with Multichannel pipette 	1	39,999.00	39,999.00





	<ul style="list-style-type: none"> - with Safety interlock system: main power cannot be operated without the safety lid - Power Supply: 240V - Timer: Can be set between 0 and 99 minutes and continuous mode. - Support temporary shutdown - Memory function: Automatic memory (last used) - Gel Tray: Overall dimensions small tray: 130mm(W) x 16.5mm (H) x 59.5mm (L); Overall dimensions large tray: 130mm(W) x 24mm (H) x 122mm (L) - with 2 small gel trays and 1 large gel tray - Comb: Number of wells: 13 or 26, Quantity of combs: 4 (up to 104 wells per gel) <p>Certification: ISO Certificate 9001:2015 Warranty: at least 1 year</p>			
9.	<p>LABORATORY EQUIPMENT, ICE MAKER</p> <ul style="list-style-type: none"> - Ice Making Capacity: at least 30 kg/24h - Ice Storage Capacity: at least 10 kg - Tank Shell Stainless steel - Refrigerant R290 - Inclusion: Water inlet pipe, Drainage pipe, Ice spoon - Power supply: 220V-240V - Warranty: 1 year after installation 	1	88,888.00	88,888.00
11.	<p>LABORATORY EQUIPMENT, REFRIGERATED CENTRIFUGE</p> <ul style="list-style-type: none"> - Digital display showing rotor speed, run time, rotor chamber temperature, and the selected acceleration and deceleration - 24 x 1.5/2.0 mL fixed-angle - Temperature Range: -10°C to +40°C, 1°C increments - Ambient Temperature Range: 5°C to 40°C - Maximum Speed: 15,000 rpm - Maximum RCF: 20,627 x g - Noise Level at Max. Speed: <59 dBa - with 10 User - Defined Programs - Inclusion: AVR, Rotors Certifications: ISO 9001, ISO 13485 Warranty: 1 year from date of installation 	1	289,999.00	289,999.00
12.	<p>LABORATORY EQUIPMENT, SOIL NUTRIENT ANALYZER</p> <ul style="list-style-type: none"> - multiparameter bench photometer dedicated for Nutrient analyses (Ammonia, Nitrate, Phosphorus, Potassium) 	1	99,898.00	99,898.00



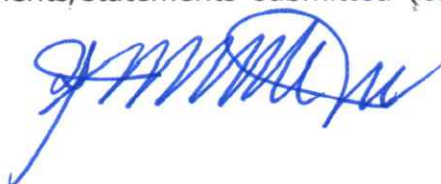


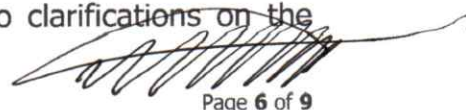
	<ul style="list-style-type: none"> - can measure 12 different methods using specific liquid or powder reagents -Light Source: up to 5 tungsten lamps with different narrow band interference filters. - Light Detector: Silicon Photocell - Environment 0 to 50°C (32 to 122°F); max 95% RH non-condensing - Power Supply external 12 Vdc power adapter built-in rechargeable battery - INCLUSIONS: At least 2 Sample Cuvettes and Caps; Standard solutions; Cloth for wiping cuvettes; AC/DC Power Adapter; Instruction Manual - Warranty: at least 1 year from installation 			
14.	LABORATORY EQUIPMENT, VERTICAL AUTOCLAVE <ul style="list-style-type: none"> - Volume: 95-100L capacity - Temperature: 100°C-127°C - stainless steel chamber lid - with at least 2 stainless wire baskets - with lid safety cover to avoid burns when accidentally touched while in operation - with pre-heat system - with safety prevention for lack of water - with safety valve and safety switch to avoid electrical short circuit - warming and dissolving temperature: 40°C -60°C and 40°C -99°C - Microprocessor controller; graphic display temperature - 3 digits, PID control - Timer: 2 digits (hours), 2 digits (minutes), - temperature and time integration system - with timer (able to set time of operation) - rapid cooling system -with certificate of calibration -power supply: 220V - Certifications: ISO 13485, ISO9001 -Warranty: at least 1 year from date of installation 	1	278,980.00	278,980.00
Grand Total				1,596,095.00

IV.Scope of Contract

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

- 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.

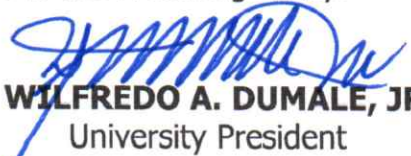
Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.

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:


NOEL S. ALMERIA
Authorized Representative

ID No. NOJ-90-146878

Issued on; Quizon City

Issued at: 1/21/23

Signed in the presence of:


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


Rangel Anthony
Supplier Representative

Funds Available:


LIZA A. PARAGUAS-GONZAGA
NVSU Accountant IV

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 **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 nine (9) 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 _____ 2025 in JUEZON CITY, Philippines.

Notary Public

Doc. No: 267 ;
Page No.: 54 ;
Book No.: Y ;
Series of 2025.


ATTY. RUBEN M. AZANES JR.
NOTARY PUBLIC UNTIL DECEMBER 31, 2026
ADM. MATTER NO. NP-098/2025-2026)
IBP ROLL NO. 46427
IBP REF. NO. 766519484998/11-10-24 (CY-2025)
PTR NO. 69899305/01-03-25/Q.C.
TIN: 140-394-836-0001
MCLE Compliance No. VIII-0023991/04-14-2028