

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this APR 08 2025, by and between:

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY – LA PAZ, ILOILO CITY CAMPUS**, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, herein represented by its SUC Presidents III, **DR. GABRIEL M. SALISTRE, JR.**, (hereinafter referred to as the **"ISAT U"**);

and

OMNIBUS BIO-MEDICAL SYSTEMS INC., with office address at 4th Floor Wilson Corporate Center, 225 Wilson Street, Greenhills, Sa Juan City, Metro Manila, Philippines, herein represented by its President, **MR. VAN WILLIAM L. CO** (hereinafter referred to as the **"SUPPLIER"**);

WHEREAS, **ISAT U** has programmed the **PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR BIOLOGY - EPA (LOT 1)** with Project Reference No. ISAT U GOODS-2025-01-003;

WHEREAS, **ISAT U**, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS website, as well as on the ISAT U Bulletin Boards, continuously for at least 7 days, starting October 11, 2024 to October 30, 2024 as provided under Section 54.2.4 of Republic Act No. 9184 or otherwise known as the Government Procurement reform Act and its 2016 Revised Implementing Rules and Regulations (RA9184 and its 2016 RIRR), with an Approved Budget for the Contract (**ABC**) of **Two Hundred Seventy Thousand Pesos Only (Php270,000.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-003;

WHEREAS, in BAC Resolution No. 584 s. 2024 dated November 27, 2024, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER**;

WHEREAS, on January 2, 2025, the University President signed the Notice of Award;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I
(Included in the Agreement)

In accordance with RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- a. *Philippine Bidding Documents (PBDs)*
 - i. *Schedule of Requirements*
 - ii. *Technical Specifications*
 - iii. *General and Special Conditions of the Contract*
 - iv. *Supplemental or Bid Bulletins, if any*
- b. *Winning Bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/statements submitted;*
- c. *Performance Security;*
- d. *Notice of Award of Contract;*
- e. *Other contract documents that may be required by existing laws and/or the*

Witness

MR. VAN WILLIAM L. CO
President

GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III

RUSS ALLEN B. NAPUD, DIT
VP for Administration and Finance

TRACY N. TACUBAN, DIT
Dean, CAS

Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract; and

f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Technical Specifications)

Item No.	Description/Brand	Qty/ Unit	Unit Price	Total Price
1	<p>Stereo Microscope Olympus (Evident) Stereo Microscope (Brand New) Model: SZ61TR SET, Origin: Japan</p> <p>FEATURES: *Outstanding depth of field and flatness - The 10-degree angle of convergence in the Greenough optical system secures excellent image flatness with large depth of field *Accurate color reproduction - The careful selection of lens surface coatings and glass materials in the entire optical system makes it possible to observe and document specimen in their original, authentic colors *Sharp, clear, high contrast images - High contrast images and field flatness ensure accurate reproduction and documentation of original specimen shapes *"Comfort view" eyepieces for greater comfort and faster work - Quick, comfortable observation and documentation are ensured by this completely new eyepiece design featuring Pupil Aberration Control and Appropriate Positioning in the eye point. *Convenient front-access operation - Improved ease of access to the most frequently used knobs and controls maximizes operator comfort and reduces neck and back strain Stereo Microscope SZ61TR Microscope body with 0.67 -4.5X Microscope zoom optics and 45 degrees inclination trinocular tube (C SZ61TR-mount) B-SZ2-ILST Transmitted and reflected light LED illuminator stand B-SZ2-ILST Transmitted and reflected light LED illuminator stand UYCP Power Cord WHSZ10X-H Eyepiece 10x with ESD capability, F.N.22, focusable WHSZ10X-H Eyepiece 10x with ESD capability, F.N.22, focusable WHSZ10X-H (2pc) COVER-016 Dust cover Type 016 for SZX9/12 COVER-016 Dust Cover Type 016 for SZX9/12</p>	1 SET	184,000.00	184,000.00
2	<p>Binocular Microscope Olympus (Evident) Microscope (Brand New) Model: CX23LED RFS1, Origin: Japan</p> <p>FEATURES: *Diverse, User-friendly Design Combined with Outstanding Optical Performance *Operational Ease Across All Aspects of Use</p>	1 SET	84,000.00	84,000.00

<div>Witness</div> <div>MR. VAN WILLIAM L CO President</div> <div>GABRIEL M. SALISTRE JR., PEE, DIT SUC President III</div> <div>RUSS ALLEN B. NAPUD, DIT VP for Administration and Finance</div> <div>TRACY N. MACUBAN, DIT Dean, CAS</div>	<p>SPECIFICATIONS: Body: Aluminum die-casting metal frame, Protective covering Optical System: Infinity optical system Illumination System: Built-in transmitted illumination system, LED power Consumption: 0.5 W (nominal values) Focusing: Stage height movement (coarse movement stroke: 15 mm), coarse adjustment limit stopper, Torque adjustment for coarse adjustment knob, Fine focus knob (minimum adjustment gradations: 2.5 µm) Revolving Nosepiece: Fixed quadruple nosepiece Stage: Wire movement mechanical fixed stage Traveling stage: 76 mm (X) x 30 mm (Y), Specimen holder, Specimen position scale Observation Tube: 30 °inclined binocular tube Interpupillary distance adjustment range: 48-75 mm Eyepoint adjustment: 370.0 - 432.9 mm Objectives: Plan achromat, anti-fungus 4x NA: 0.10 W.D.:27.8 mm 10x NA: 0.25 W.D.:8.0 mm 40x NA: 0.65 W.D.:0.6 mm 100xOil NA: 1.25 W.D.:0.13 MM (CX23LEDRFS1 only) Eyepiece (10x): Field number (FN): 20 (anti-fungus) Weight Approx. 5.9 kg Rated Voltage/Electric Current AC 100-240 v 50/60 Hz 0.4 A Power Consumption: Less than 2 W</p> <p>CX23LEDRFS1 Microscope CX23LEDRFS1 Microscope frame for transmitted microscopy with LED illuminator, binocular tube, a pair of Eyepiece 10X (F.N.20), quadruple revolving nosepiece, right-handle mechanical stage, abbe condenser and plan objectives (4X, 10X, 40X, 100X), including AC adapter, fixing belt for transportation. Oil Immersion: Oil Immersion 10ml (2 Bottle) Dust Cover - 015: Cover-015 (WP) Dust cover type-015 with print UYCP: Power Cord UYCP Power Cord AF538400 Eyepiece pointer AF538400 Eyepiece pointer</p>			
	Warranty Period:			
	Stereo Microscope - Three (3) years warranty on parts and services			
	Binocular Microscope – Three (3) years warranty on parts and one (1) year warranty on service			
	After Sales Services: Demo and Training			
	TOTAL BID AMOUNT		Php268,000.00	

ARTICLE III
(Delivery Period)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Sixty (60) calendar days** upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **Two Hundred Sixty-Eight Thousand Pesos Only (Php268,000.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR BIOLOGY– EPA (LOT 1)** in accordance with its Bid.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of this Agreement.

ARTICLE V
(Warranty of Goods)

The **SUPPLIER** guarantees that all materials it will supply under this Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provision under Section 62.1 on warranty security shall be observed.

ARTICLE VI
(Liquidated Damages)

If the **SUPPLIER** refuses or fails to satisfactorily complete the obligation within the specified contract time, plus any time extension duly granted, and is in default under the Agreement, the **SUPPLIER** agrees to pay **ISAT U** for liquidated damages (LD) in an amount equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. **ISAT U** shall have the option to deduct the liquidated damages from payments or any money due or which may become due to the **SUPPLIER** under this Agreement and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER** whichever is convenient to **ISAT U**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Agreement, **ISAT U** may rescind this Agreement, without prejudice to other courses of action and remedies open to **ISAT U**.

ARTICLE VII
(Settlement of Disputes)

The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Agreement shall be settled in accordance to Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

ARTICLE VIII
(Miscellaneous Provisions)

The parties warrant that they have full power and authority to represent their respective agency/office/entity.

The **SUPPLIER** shall facilitate this Agreement's notarization and bear its cost.

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.

**ILOILO SCIENCE AND TECHNOLOGY
UNIVERSITY (ISAT U)**

By:

GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III

**OMNIBUS BIO-MEDICAL SYSTEMS INC.
(SUPPLIER)**

By:

MR. VAN WILLIAM L. CO
President

WITNESSETH:

RUSS ALLEN B. NAPUD, DIT
VP for Administration and Finance

In behalf of the Agency

TRACY N. TACUBAN, DIT
Dean, CAS

Republic of the Philippines

CITY OF MANILA : S.S
X-----X

ACKNOWLEDGMENT

BEFORE ME, this APR 08 2025 day of _____, in CITY OF MANILA, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 MR. VAN WILLIAM L. CO	_____	_____	_____

known to me to be the same persons who executed the foregoing instrument and they acknowledged that the same are their free act and deed as well as of the institution / agency that they represent.

This instrument, which refers to a **Procurement of Scientific Equipment for Biology – EPA (Lot 1)**, consisting of 5 pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year, and place above written.

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Series of : 2025

ATTY. GERMINIANO A. DEMECILLO, JR.
Notary Public City of Manila
Valid Until Dec. 31, 2025 Roll no. 32947
RP No. 919430 1/2/2024
IBP No. 172059 01/02/2024 MLA.
A Id: 2nd St., Sta. Ana, MLA.
Twp No. 932-182-135
Admin No. 2020-13 Until Dec 31, 2025,
MCLE Exemption No. 17-07-24.