

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this MAY 21 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

LABOTECH TRADING, with office address at No. 8 San Antonio Avenue, Sav 1, San Antonio, Parañaque City, Philippines, herein represented by its Authorized Representative, **MR. ELVIN S. TEVES** (hereinafter referred to as the **"SUPPLIER"**);

WHEREAS, **ISAT U** has programmed the **PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR CHEMISTRY - EPA (LOT 2)** 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 Thirty Thousand Pesos Only (PhP230,000.00)**, 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 Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that*

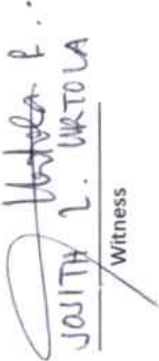
additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract; and

f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Technical Specifications)

Item No.	Description/Brand	Qty/ Unit	Unit Price	Total Price
1	V-32, MULTI - VORTEX Model: MI0101002 Brand: Four E. Scientific Operation Mode: Continuous/Touch Operation Type of Movement: Orbital Orbital Diameter: 6 mm Speed Range: 0-3000 rpm Speed display: Scale Permissible Ambient temperature: 5-40°C Permissible relative humidity: 80% Protection Class according to DIN EN 60529: IP21 Voltage (VAC): 200-240/115/100V compatible Power (W): 36 Frequency (Hz): 50/60 Motor rating input (W): 30 Motor rating output (W): 15 Dimension (WXHxD)-: 107x146x166 mm Weight (Kg): 3	1 SET	28,180.00	28,180.00
2	MSH-300, MAGNETIC STIRRER Model: MS7-H550-PRO Brand: DLAB Work plate Dimension (WxD): 184x184 mm (7 inch) Work plate material: Glass ceramic Stirring position: 1 Max. stirring quantity (H2O): 20L Max. magnetic bar (length): 80 mm Speed range: 100-1500 rpm, resolution±1 rpm Speed display: LCD Temperature display: LCD Heating temp range: Room Temp. -550°C, increment 1°C Temperature control accuracy: ±1°C(<100°C) ±1%(>100°C) Overheating protection: 580°C Temperature display accuracy: ±0.1°C External temperature sensor: PT1000 (accuracy±0.2°C) "Hot" warning: 50°C Data connector: RS232 Protection class: IP21 Motor rating output: 10W Power: 1050W Heating output: 1000 W Voltage frequency: 100-120/200-240V, 50/60 Hz Dimension (WxDxH): 215x360x112 mm Weight: 5.3 kg Permissible ambient temp and humidity: 5-40°C, 80%RH	2 SET	58,880.00	117,760.00

Warranty Period:			
Five (5) years warranty on spare parts availability and lifetime service			
After Sales Services: Demo and Training			
TOTAL BID AMOUNT			PhP145,940.00


Jovita L. Urtola
Witness

ARTICLE III
(Delivery Period)

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

ARTICLE IV
(Contract Amount)

In consideration for the sum of **One Hundred Forty-Five Thousand Nine Hundred Forty Pesos Only (Php145,940.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR CHEMISTRY- EPA (LOT 2)** 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.


MR. ELVIN S. TEVES
Authorized Representative


GABRIEL M. SALUSTRE JR., P.E., DIT
SUC President III


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


TRACY M. TACUBAN, DIT
Dean, CAS

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)

LABOTECH TRADING
(SUPPLIER)

By:

By:

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

MR. ELVIN S. TEVES
Authorized Representative

WITNESSETH:

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

JOSITH L. URTOLA
In behalf of the Agency

TRACY N. TACUBAN, DIT
Dean, CAS

Republic of the Philippines

PARAÑAQUE CITY
: S.S

X ----- X

ACKNOWLEDGMENT

PARAÑAQUE CITY

BEFORE ME, this _____ day of _____, in _____, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

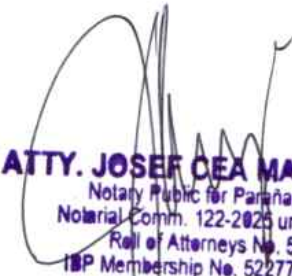
	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 MR. ELVIN S. TEVES	<u>19-7077-73</u>	<u>Parañaque</u>	<u>July 12, 2023</u>

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 Chemistry – EPA (Lot 2)**, 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 : 105


ATTY. JOSEF OEA MAGANDUGA
Notary Public for Parañaque City
Notarial Comm. 122-2025 until 12/31/26
Roll of Attorneys No. 54338
IBP Membership No. 522776, 1-30-25
PTR No. 3782429, 02-3-25
MCLE Compliance No. VIII-0028189 until 4/14/28
JP Tuason Bldg. cor. San Vicente Ferrer,
Sta. Lucia St., San Antonio Valley 1, Parañaque City