

CONTRACT AGREEMENT

FOR THE

PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT AND SUPPLIES FOR THE COLLEGE OF CRIMINAL JUSTICE EDUCATION FOR BAYAWAN-STA. CATALINA, BAIS AND GUIHULNGAN CAMPUSES" FOR FOUR (4) ITEMS ONLY

THIS CONTRACT is made and entered into this 21ST day of December, 2020 by and between:

NEGROS ORIENTAL STATE UNIVERSITY, a State University organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Kagawasan Ave., Main Campus, Dumaguete City, Negros Oriental, Philippines, duly represented by **DR. JOEL P. LIMSON**, hereinafter referred to as **OWNER**.

and

ANDSONS EDUCATIONAL RESOURCES INC., of Lot 2 Block 22 Sicily Street, Pallas Athena Executive Village, Anabu 2 C Imus, Cavite, duly represented by **MR. AJ KRISTEL T. PAREDES** by virtue of a Secretary's Certificate dated June 1, 2020 authorized by Corporate Secretary, Earl Joseph C. Andrade, hereinafter referred to as **SUPPLIER**.

WITNESETH:

WHEREAS, a public bidding was conducted on June 5, 2020 at the BAC Office of Negros Oriental State University, Kagawasan Avenue, Dumaguete City for the project "**Procurement of Various Laboratory Equipment and Supplies for the College of Criminal Justice Education for Bayawan-Sta. Catalina, Bais and Guihulngan Campuses**";

WHEREAS, the NORSU Bids and Awards Committee recommended to the University President that the project shall be awarded to **Andsons Educational Resources Inc.**, its offer being the most advantageous to the Philippine Government;

WHEREAS, time is the essence of this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- (a) The Bid Form and the Price Schedule by the Bidder;
- (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) Eligibility requirements, documents and/or statements;
- (h) Performance Security;
- (i) Notice of Award of Contract and the Bidder's conforme thereto;
- (j) Abstract of Bids
- (k) Resolution of the BAC recommending the award of the project to the winning bidder;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

ARTICLE II – SCHEDULE OF REQUIREMENTS

The inclusions in the delivery of the items in this contract are as follows:

1. **FORENSIC BULLET COMPARISON MICROSCOPE** for *Guihulngan Campus* (1 Unit)

- 3.8X-230X, Binocular 45° Incline, Inter pupil Distance 48-75mm, Eyepiece WF10x/22, WF20x/12, Level Zoom Objective 0.8x, 2.25x, 2x, 3.2x, 4.8x; 5W LED Light; 12V/50W Halogen Fan Cooling Light, Coaxial Light, Polarizing Light, Ultraviolet Light; Filter: Red, Yellow, Blue, Green; 0.5x C-Mount, **Photo Adapter for SLR**, 80-240 V; 9.7" LCD Pad Camera ; Includes: A30.1801 Professional software for forensic analysis, with motorized working stage.

2. **FORENSIC DIGITAL COMPARATOR** for *Guihulngan and Bais Campuses (2 Units)*

- Dual lens optical system with individual focus and brightness control; Matt screen for the highlighting of recognition prints; Magnification 6.75x; Light source: 2x75 watt halogen lamps each side; Screen size: 275 x275 each side; Cooling: 2 x Low Noise Fans; Document size: A4 x 12mm height

3. **FINGERPRINT DIGITAL COMPARATOR** for *Guihulngan Campus (1 Unit)*

- Image Enhancement Features: Scale images, Adjust contrast levels, Perspective correction, Save workspace, Side-by-side rotational alignment, Adjust color sides, Crop, Zoom or pan across side-by-side images simultaneously, Open images from NIST Files, Produce magnified views, Ghost cursor for easier comparison, Multiple crop, Export and save all images from a NIST file, Add dimensions /measurements to images. System Requirements: Windows XP SP3/ Windows Vista/ Windows 7, 8 & 10.

4. **PHOTO ENLARGER** for *Guihulngan Campus (1 Unit)*

- Maximum Film Size: 35mm; Maximum Height: 23" / 58.4 cm; Baseboard Size: 14.25 x 11.75" / 36.2 x 29.8 cm; Maximum Print Size on Baseboard Approx. 8x10" / 20.3 x 25.4 cm; Reversible Column: Yes Wall Projection: None; Tilts: No; Light Source: Condenser; Replacement Lamp: PH 140 (75W, 120 V) Voltage: 120 VAC; Filter Drawer: Yes, for 3x3" / 76.2x76.2 mm Filters

Supplier's Offer: (Please see Annex A)

1. **Forensic Bullet Comparison Microscope**
— Brand: IHPVISION
2. **Forensic Digital Comparator**
— Brand: THE COLLATOR II
3. **Fingerprint Digital Comparator**
— Brand: CSIpix
4. **Photo Enlarger**
— Brand: Beseler Cadet II

ARTICLE III – DELIVERY, INSPECTION AND TESTING

The work to be performed by the SUPPLIER under this contract shall commence after seven (7) calendar days upon receipt and acceptance of the Notice to Proceed from NORSU by the SUPPLIER. The delivery and installation of the project "**Procurement of Various Laboratory Equipment and Supplies for the College of Criminal Justice Education for Bayawan-Sta. Catalina, Bais and Guihulngan Campuses**" shall be completed within **Ninety (90) calendar days** upon receipt of Notice to Proceed. All hardware components must be 100% functional and in good operating condition. All the items must be delivered to the corresponding campuses.

Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the OWNER to achieve functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

Billing will start only when all systems have been thoroughly tested, installed, running satisfactorily, and accepted by the user.

ARTICLE IV – WARRANTY

The warranty period for the contract shall be **One (1) year from the receipt of Certificate of Final Acceptance** by the end-user. The SUPPLIER hereby warrants compliance with the requirements stipulated under this contract including the hardware equipment supplied.

ARTICLE V – MAINTENANCE/TECHNICAL SUPPORT

During the warranty period, the SUPPLIER shall provide at least one (1) Certified Specialist in his/her employ to service the said equipment on site, in case of malfunctioning or any other related problem wholly or partly attributable to the operating condition of said equipment.

On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone/mobile call) shall be provided by the winning bidder for trouble shooting.

Onsite support must have a response time of not more than eight (8) hours from the time of the call in cases of on call/phone support could not solve the problem.

On hardware repair, testing shall be done on-site to know the extent of the problem. Travel and other incidental expenses of responding specialist shall be borne by the SUPPLIER. During warranty period, all parts beyond repair shall be replaced. Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the OWNER to achieve functionality and benefits of the equipment. The SUPPLIER must provide an actual result of the testing of the hardware validated by the end-user.

ARTICLE VI – TECHNOLOGY TRANSFER

When needed, the SUPPLIER may provide technology transfer/in-depth technical training to Authorized Person/end user staff, free of charge. Training shall commence before issuance of Certificate of Acceptance by OWNER.

ARTICLE VII – THE CONTRACT SUM

The OWNER for and in consideration of the faithful and satisfactory fulfillment of the contract by the SUPPLIER in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the SUPPLIER in Philippine Currency the sum of **One Million Four Hundred Ninety-Six Thousand Thirty-Nine Pesos Only (PHP 1,496,039.00).**

ARTICLE VIII – PERFORMANCE SECURITY

In accordance with the Instruction to Bidders and General Conditions of the contract, the SUPPLIER shall furnish and file per acceptance to the OWNER a Performance Security in accordance with Section 39 of the Revised Implementing Rules and Regulations of RA 9184 to guaranty the full and faithful performance of this Agreement to answer for any liability that maybe suffered by the OWNER resulting from the violation of the SUPPLIER of labor laws and other laws. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the Performance Security, at the option of the OWNER shall be automatically forfeited in favor of the OWNER and becomes immediately payable and collectible by the OWNER, otherwise, the Performance Security shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the SUPPLIER.

The Performance Security shall be denominated on Philippine Pesos and posted in favor of the OWNER in an amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
c) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial	

Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. (a)	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (30%)

ARTICLE IX – LIQUIDATED DAMAGES

Should the SUPPLIER refuse to satisfactorily comply with its undertakings, and is hereby in default under this contract, the SUPPLIER shall be liable for damages for the delay and shall pay the OWNER for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the OWNER.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the OWNER need not prove that it has incurred actual damages Such amount shall be deducted from any money due or which may become due to SUPPLIER under the contract and/or collect such liquidated damages from the performance security posted by the SUPPLIER, whichever is convenient to the OWNER.

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be terminated by the OWNER and the erring SUPPLIER’S performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the SUPPLIER shall pay OWNER under this section and the other appropriate sanctions that may be imposed to the former.

ARTICLE X – SUPPLIER’S LIABILITY

The SUPPLIER shall assume full responsibility, agrees and binds itself to indemnify the OWNER for any loss, damage, destruction and/or injury that may be incurred the during period of delivery until the period of acceptance for acts attributed to negligence, fault, misconduct or unlawful acts of the SUPPLIER and its personnel.

ARTICLE XI – CANCELLATION/TERMINATION OF CONTRACT

The OWNER has the right to terminate or cancel the contract without need of judicial action at any time on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of the terms and conditions of this contract, by giving the SUPPLIER at least fifteen (15) calendar days of written notice in advance to that effect, which Notice shall be final and binding on all parties.

Within thirty (30) days after the termination, cancellation, or rescission of this contract, the parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission.

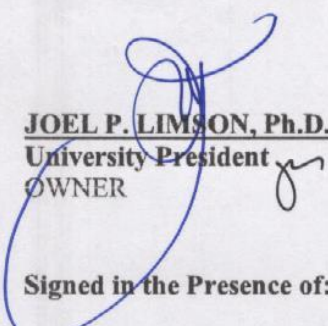
ARTICLE XII – VENUE OF COURT ACTION

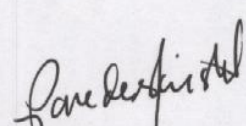
Should any court action be instituted by the NORSU or SUPPLIER arising from this contract, the parties hereby agree that the venue thereof shall be the proper court in the province of Negros Oriental.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of December 2020 at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.

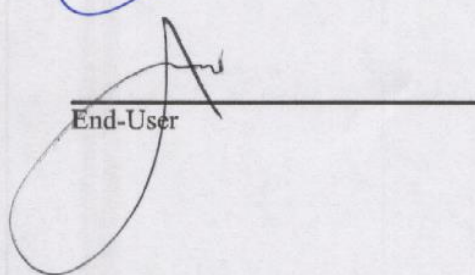
NEGROS ORIENTAL STATE UNIVERSITY
Kagawasan Avenue, Dumaguete City

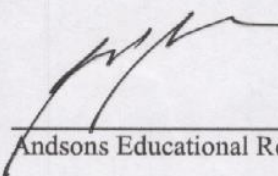
ANDSONS EDUCATIONAL RES. INC.
Anabu 2 C Imus, Cavite


JOEL P. LIMSON, Ph.D.
University President
OWNER


AJ KRISTEL T. PAREDES
Authorized Representative
SUPPLIER

Signed in the Presence of:


End-User


Andsons Educational Res. Inc. Witness

ACKNOWLEDGMENT

Republic of the Philippines }
Province of Negros Oriental } S.S
City of Dumaguete }

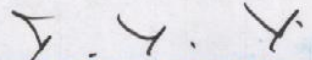
BEFORE ME, a Notary Public, for and in the City of Dumaguete, Philippines, this 28 day of DEC 2020, personally appeared the parties with their competent evidence of identity which bears their pictures and signatures, to wit:

Name	Identification Card/No.	Valid Until
AJ KRISTEL T. PAREDES		
JOEL P. LIMSON, Ph. D.	EC 3646418	

That they are the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed consisting of Ten (10) pages including this page whereon this acknowledgement is written, is signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my Notarial Seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 62;
Page No. 14;
Book No. XI;
Series of 2020.


ATTY. SAMSODIN T. TAHIR
NOTARY PUBLIC FOR DUMAGUETE CITY, SIBULAN,
VALENCIA, BACONG, DAUIN, ZAMBOANGUITA
AND SIATON - NEGROS ORIENTAL
SERIAL NO. 2019-010, UNTIL DEC. 31, 2020
ROOM 405, SILLIMAN PORTAL WEST BLDG, DGTE. CITY
ROLL OF ATTORNEYS NO. 40205
PTR NO. 2447726, 01/08/2020, DGTE. CITY
IBP LIFETIME NO. 07682, 06/27/2003, NEG. OR.

FORENSIC BULLET COMPARISON



Features

Comparison microscope is a special instrument, which can observe the images of both the left and right objects at the same time through two eyepieces, and make a macro or micro comparison on two or more objects. This instrument is used for a wide range of forensic investigations including ballistics, toolmark, and document comparison.

Total magnification: 3.8X-115X

Working distance: 101mm

View-field: $\phi 2.3\text{mm}-\phi 62\text{mm}$

Object stage: X-axial movement: 54mm, Y-axial movement: 54mm

horizontal rotation angle: $0^{\circ}-360^{\circ}$, inclined range of stage surface: $0^{\circ}-60^{\circ}$ adjustable

Horizontal linking-up range between two object stages: 54mm

Longitudinal linking-up range between two object stages: 54mm

Illuminating: 12V50W fan-cold strong light source and LED cold light source

Polarization device: eliminate flare lights and dazzling lights

Coaxial light device: observation on deep hole, small hole and smooth object surface

Photographing device: attached with photography tube for taking a photo

Magnification

3.8x-230x

Head

Bionocular Head, 30° Incline, Interpupillary Distance 48-75mm, Diopter ± 5

Eyepiece

WF10x/22mm, High Eyepoint

WF20x/12mm, High Eyepoint

Objective

5 Step Zoom Plan Objective 0.8x, 1.25x, 2x, 3.2x, 4.8x

Auxiliary Lens 0.4x, 2.0x

View Field

Dia. 2.3-62mm

Working Distance

101mm

Magnification Correcting

Magnification Correction System, with Correcting Lens

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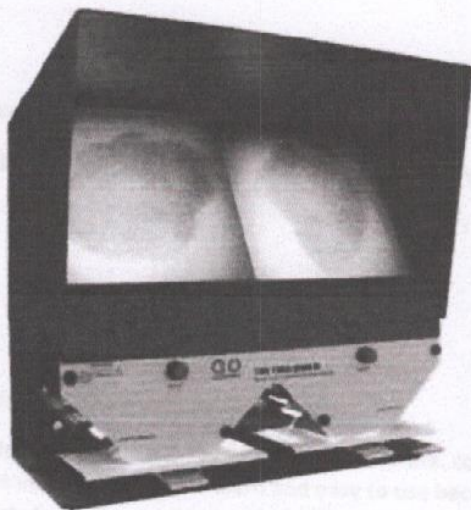
FORENSIC BULLET COMPARISON

Separation Line Adjusting Working Stage	Separation Line Adjust System in Back, with Special Designed Adjust Driver Square Manual Working Stage 90*90mm, Moving Range 54*54*54mm Round Titable Working Stage Dia. 90mm, 0-45° Inclined, 360° Rotatable Joint Left/Right Moving Range 54mm, Joint Up/Down Range 60mm
Light Source	12V50W Fan Cooling Strong Halogen Light, Brightness Adjustable 5W LED Cold Light, High Brightness, Brightness Adjustable Coaxial Light Lens, to observe in deep hole, or smooth object surface Polarizing Light Lens, to eliminate flare lights and dazzling lights Ultraviolet Light Lens
Filters	Red, Blue, Yellow, Green
Adapter	0.5x CCD Adapter Front View Photo Adapter for SLR Digital Camera
Power	80~240V Wide Range Voltage
Instrument Dimension	37*30*63cm
Item	Optional Accessories
Light Source	150W Cold Light Source, with Optical Fiber & Light Collector
LCD Pad	MAT 041001 9.7" LCD PAD ,5M Camera ,Android System


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FORENSIC DIGITAL COMPARATOR



Specifications

Dual lens optical system with individual focus and brightness control for each side. Matt screen for the highlighting of recognition points with markers.

Magnification:	6.75X
Light source:	2 x 75 watt halogen lamps each side with heat filters to protect the examination area
Controls:	Each side individually switched and with individual lamp intensity controls
Screen size:	275 x 275 each side with no image overlap
Cooling:	Low noise fans each side
Document size:	Size: A4 x 12mm height
Power:	240, 230 or 115 volts a.c. 350 watts max.
Power inlet:	Fused IEC type C14
Size:	560(w) x 300(d) x 563(h)
Weight:	23kg

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FINGERPRINT DIGITAL COMPARATOR

Easily examine forensic images with CSipix Comparator.

This software significantly reduces the time it takes to enhance, calibrate, compare, and analyze fingerprints and other forensic images. It's easy to learn and easy to use because it has been designed with input from forensic experts from around the world. It allows you to accurately prepare court charts faster than ever before. Image enhancement features:

- Scale images
 - Adjust contrast levels
 - Perspective correction
 - Save workspace
 - Side-by-side rotational alignment
 - Adjust colour sliders
 - Crop, zoom, or pan across side-by-side images simultaneously
 - Open images from NIST files
 - Produce magnified views
 - Ghost cursor for easier comparison
- What's new:
- Multiple crop
 - Export and save all images from a NIST file
 - Add dimensions/measurements to images
- System Requirements:
- Windows XP SP3 / Windows Vista / Windows 7, 8 & 10
- Save time preparing and analyzing forensic images with Comparator. Visit csipix.com to start your free, no obligation trial today.

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PHOTO ENLARGER



Maximum Film Size	35 mm
Maximum Height	23" / 58.4 cm
Baseboard Size	14.25 x 11.75" / 36.2 x 29.8 cm
Maximum Print Size on Baseboard	Approx. 8 x 10" / 20.3 x 25.4 cm
Reversible Column	Yes
Wall Projection	None
Tilts	No
Light Source	Condenser
Replacement Lamp	PH 140 (75 W, 120 V)
Voltage	120 VAC
Filter Drawer	Yes, for 3 x 3" / 76.2 x 76.2 mm Filters

[Signature]
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