

CONTRACT AGREEMENT

FOR THE

PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES For item 10: Distilling Unit – 1 unit

This Contact Agreement ("Agreement") is made and entered into this 10th day of January 2022 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 its President, **DR. JOEL P. LIMSON**, hereinafter referred to as "**NORSU**".

and

MEDCARE SUPPLIES, a sole proprietorship, organized and existing under the laws of the Republic of the Philippines, with place of business at *Loyola Heights Corner Hilado St. Agustin Drive Brgy. Villamonte, Bacolod City*, represented in this Agreement by **DONALD KIM R. LLAVORE**, as duly authorized through Special Power of Attorney (SPA) dated November 4, 2021 signed and executed by its owner, **NOEL T. CUBID**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH, THAT:

WHEREAS, a public bidding was conducted on November 8, 2021 at the Bids and Awards Committee (BAC) Office of Negros Oriental State University, Kagawasan Avenue, Dumaguete City for the project "**PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES**";

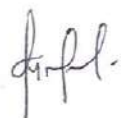
WHEREAS, the NORSU BAC recommended to the University President that the project shall be awarded to **MEDCARE SUPPLIES**, its offer being the most advantageous to the Philippine Government;

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 parts of this Agreement, to wit:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements,



Technical and Financial Proposals, and all other documents or statements submitted;
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's *conforme* thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **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.**

ARTICLE II – TECHNICAL SPECIFICATIONS

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

PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES

Item 10. Distilling Unit-1 unit

Specifications:

- Simple operation and easy to clean (without dismantling)
- Separate circuits for feeding and cooling water
- Low water consumption
- High safety level (thermostatically controlled heating cutoff during water shortage)
- Minimum pressure of water connection: 2 bar – 7 bar
- Distillate output: At least 4.0 l/h
- Conductivity of distillate referred to 25 °C: 3 µS/cm maximum
- Power consumption: 3000 W
- Main voltage: 220-240 V, 60 Hz
- Material of heater: Stainless steel
- Glass Body
- Heating element: Complete
- O-Ring for glass parts, material: Silicone
- Flange clamp for distilling body, material: Stainless Steel

Scope of delivery:

- Basic unit with mains cable
- PVC tubing
- Pinchcock for PVC tubing
- (At least 1 year warranty or manufacturer warranty whichever is higher)

Note: All components shall be compatible. After sales training and maintenance.

Please see attached supplier offer in "Annex A"

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 the OWNER. The delivery, training and Installation of item 10 (Distilling Unit- 1 unit) under the project "**PROCUREMENT OF LABORATORY EQUIPMENT FOR CBA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINES**" shall be completed within **ninety (90) calendar days** from the receipt and acceptance of the Notice to Proceed. All hardware components must be 100% functional and in good operating condition.

The winning bidder shall provide the services as stipulated in Article II.

Intensive testing should be done by the SUPPLIER together with the authorized representatives (including the end-user) of the NORSU 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.

If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the items, the SUPPLIER shall inform the NORSU in writing within 15 calendar days, explaining in such the fact of the delay, its likely duration and its cause(s) and provide proof thereof, pursuant to Section IV, Item 18.2 of the General Conditions of the Contract and GPPB Resolution No. 02-2020.

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.

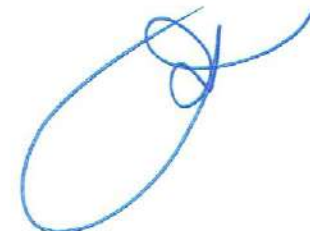
ARTICLE V - MAINTENANCE/TECHNICAL SUPPORT

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 troubleshooting.

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 Intensive testing should be done by the SUPPLIER together with the



authorized representatives (including the end-user) of the NORSU 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 NORSU.

ARTICLE VII – THE CONTRACT SUM

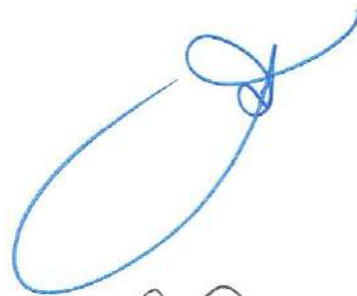
The NORSU for and in consideration of the faithful and satisfactory fulfillment of the contract by the SUPPLIER in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the SUPPLIER in Philippine Currency in the sum of **One Hundred Thirty-Five Thousand Pesos Only (PHP 135,000.00)**.

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 NORSU 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 NORSU 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 NORSU shall be automatically forfeited in favor of the NORSU and becomes immediately payable and collectible by the NORSU, 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 NORSU in an amount equal to the following schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|--|
| a) 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. | Thirty 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 NORSU 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 NORSU.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the NORSU 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 NORSU.

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 NORSU 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 NORSU 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 NORSU 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 NORSU 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 - AMENDMENTS

This Agreement may be modified or amended by both Parties provided that it is within the contract period. The proposal for modification or amendment must be made in writing by any of the parties and subject to the approval of both parties.

ARTICLE XIII - 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 ____ day of _____ **2022** at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.

NEGROS ORIENTAL STATE UNIVERSITY

OWNER


By:

MEDCARE SUPPLIES


SUPPLIER


By:


JOEL P. LIMSON, Ph.D.
University President


DONALD KIM R. LLAVORE
Authorized Representative

Signed in the Presence of:


GLENN D. LUMJOD
Over-All End User


Randy R. Llavore
Supplier's Witness

ACKNOWLEDGMENT

Republic of the Philippines }
City of Dumaguete } S.S

BEFORE ME, a Notary Public, for and in the City of Dumaguete,
Philippines, this ___ day of 16 FEB 2022 2022, personally appeared the
parties with their respective competent evidence of identity which bear their
pictures and signatures, to wit:

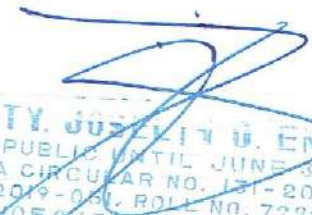
| Name | Identification Card/No. | Valid Until |
|------------------------|-------------------------|-------------------|
| JOEL P. LIMSON, Ph. D. | <u>TH: 128-362-603</u> | |
| DONALD KIM R. LLAVORE | <u>F01-19-000300</u> | <u>2023-08-23</u> |

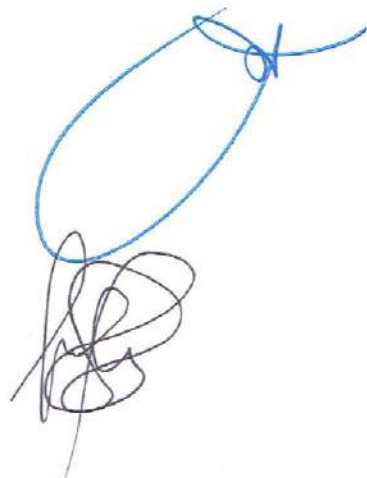
Known to me to be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their free act and voluntary
deed and that of the institutions being represented.

The foregoing instrument refers to a Contract Agreement consisting of ten
(10) pages, including the page in which this Acknowledgement is written, signed
by the Parties, including 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. 487;
Page No. 100;
Book No. IV;
Series of 2022.


ATTY. JOSEPH B. ENOS
NOTARY PUBLIC UNTIL JUNE 30, 2022
PER OCA CIRCULAR NO. 131-2021
NP NO. 2019-030, ROLL NO. 72223/06/12/19
PTR NO. 1054672A/01/03/22
IBF NO. 162871/12/31/2021
MCLE: NEW LAWYER: ADMITTED TO THE BAR ON 06/14/21



TECHNICAL SPECIFICATIONS


| Item | Specification | Qty | ABC | Statement of Compliance |
|------|--|--------|-------------|---|
| | | | | Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded fraudulent and render the Bidder supplier liable for prosecution subject to the applicable laws and ordinances. |
| 10 | PROCUREMENT OF LABORATORY EQUIPMENT FOR CRA, CCJE, CIT, CEA, CAS AND OTHER DISCIPLINE Distilling Unit | | | comply |
| | Technical Specification (Minimum Requirement): | | | comply |
| | Simple operation and easy to clean (without dismantling) Yes | 1 unit | ₱140,000.00 | comply |
| | Separate circuits for feeding and cooling water Yes | | | comply |
| | Low water consumption Yes | | | comply |
| | High safety level (thermostatically controlled heating cutoff during water shortage) Yes | | | comply |
| | Minimum pressure of water connection: 2 bar - 7 bar | | | comply |
| | Distillate output: At least 4.0 L/h | | | comply |
| | Conductivity of distillate referred to 25 °C: 3 µS/cm maximum | | | comply |
| | Power consumption: 3000 W | | | comply |
| | Main voltage: 220-240 V, 50-60 Hz | | | comply |
| | Material of heater: Stainless steel | | | comply |
| | Glass Body: Yes | | | comply |
| | Heating element: Complete | | | comply |
| | O-Ring for glass parts, material: Silicone | | | comply |


CERTIFIED TRUE COPY

BY:

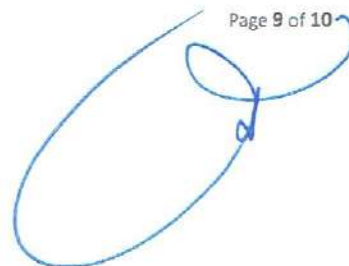
| | | | |
|---|--|--|--------|
| Flange clamp for distilling body material Stainless Steel | | | comply |
| Scope of delivery | | | comply |
| Basic unit with main cable: Yes | | | comply |
| PVC tubing: Yes | | | comply |
| Pinchcock for PVC tubing: Yes | | | comply |
| (At least 1 year warranty or manufacturer warranty whichever is higher.) | | | comply |
| Total ABC : P140,000.00 | | | |

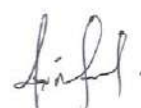
Very truly yours,

Name: Donald Kim R. Livote
Legal capacity: Area Sales Manager
Signature: 
Name of Company: Med Care Supplies
Date: November 8, 2021

CERTIFIED TRUE COPY
BY: 

Page 9 of 10



Price Schedule for Goods Offered from Abroad
[Shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder: Med Care Supplies

Project ID No GOODS20210003 Page 1 of 1

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-----------------|-------------------|----------|---|--|--|--------------------------------------|--|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination) | Total CIF or CIF price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col. 4 x 8) |
| 10 | Distilling Unit | China | 1 | | | | P135,000.00 | P135,000.00 |
| | | | | | | | | |
| | | | | | | | | |

Name: Donald Kim R. Liavore

Legal capacity: Area Sales Manager

Signature: 

Duly authorized to sign the Bid for and behalf of: Med Care Supplies

Date: November 8, 2021



