

CONTRACT AGREEMENT

FOR THE

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

For Norsu Guihulngan Campus:

Item 4. Electric Stand Mixer-1 unit

Item 5. Sewing Machine - 1 unit

For NORSU Bais Campus:

*Item 7. Gas Range with accessories (4burners) LPG tank
with hose & regulator (branded) - 1 unit*

Item 8. Food Processor with exact Slice System-1 unit

For NORSU Main Campus:

*Item 11. (Photography) 35 mm DSLR Camera with
Branded Specs (Manual) -1 unit*

Item 20. Polaroid Camera - 1 unit

For NORSU Pamplona Campus:

Item 21. Optical Laser Rangefinder -2 units

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



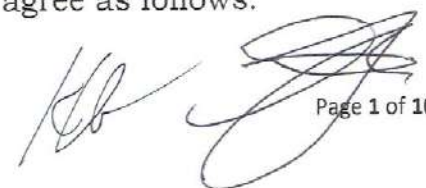
SPRING DEVELOPMENT CORPORATION, a Corporation, organized
and existing under the laws of the Republic of the Philippines, with
place of business at No. 20 Villa Sebastiana, Jagobiao, Mandaue
City, Cebu, represented in this Agreement by **MR. ARTHUR JHON
CO ALIPANTE**, as duly authorized through Secretary's Certificate
dated November 3, 2021 approved by, **Arthur Bobis Alipante**,
Corporate Secretary, 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 **SPRING DEVELOPMENT CORPORATION**,
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

For Norsu Guihulngan Campus:

Item 4. Electric Stand Mixer -1 unit

Specifications:

- ELECTRIC FOOD STAND MIXER 6 Speed 5Qt 1000W Tilt-Heas Stainless Steel Bowl Red
- Item Specifics:
- Color Red
- Voltage (V): 220V
- Application: Household
- Power Source: Electric
- Mixing Bowl Capacity: 5L
- Power: 1000W,50 /60HZ
- Number of Speed Settings: 6
- Product Name: Egg Stand Mixer
- Mixing Bowl Material: Stainless Steel



- Product Material: Stainless Steel + ABS
- Dimensions: About 35.3* 18 * 35 cm/ 13.9*7.18 13.8 in (LxWxH)
- Features: -6+PULSE VARIABLE SPEED CONTROL
- With handy 6-Speed control and a pulse function, access to multipurpose and a variety of recipes in different occasions-Dough hook, Beater, Whisk.
- 1000W Power Motor
- Pure copper motor and sturdy ABS housing makes the process quickly and thoroughly.
-
- -5QT LARGE CAPACITY STAINLESS STEEL BOWL
- Food grade stainless steel.
-
- -Bright surface, easy to scrub.
- -5Qt large bowl is enough to mix dough for 8 dozen cookies or 3 loaves of bread in a single batch.
-
- -TILT-HEAD
- Tilt-head stand mixer not only allows clear access to the bowl and attached beater, but also easy to install and removes stainless bowl and 3 attachments.
-
- -Splash Guard
- When mixing, the splash helps to keep the flour from flying out and keep the environment clean. Splash guard helps and ingredients without making a mess.
- Package Included:
- 1xStandMixer
- 1xFlat Beater
- 1xDough Hook
- 1xWhisk
- 1xStainless Steel Bowl
- 1xBowl Cover

Item 5. Sewing Machine -1 unit

Specifications:

- Category: Mechanical (Electric)
- Bobbin Type: Horizontal
- With Needle Threader
- Sewing Light: LED
- With Foot Controller
- Thread Tension Control: Manual
- Quick-set bobbin
- Case: Soft Cover'

Sewing Features:

- Stitch Number: 27
- Stitch Pattern Selection: Dial Selection
- Stitch Width (Max): 5mm
- With Stitch Width Control
- With Stitch Length Control
- Buttonhole Sewing: 1 Step
- Number of Buttonholes: 1
- Feed Dog: 7 point




For NORSU Bais Campus:

Item 7. Gas Range with accessories (4burners) LPG tank with hose & regulator (Branded) -1 unit

Specifications:

- 3 Gas, 1 Electric hotplate
- Gas thermostat oven with electronic ignition
- Safety devise on a gas oven
- Gas grill with rotisserie/ oven light
- Porcelain-enameled black body
- Glass top cover/ Double glass oven door
- Minute Minder
- Oven Capacity: Approx. 63.0 Liters
- With gas hose and regulator for suitable LPG tank
- LPG Tank

Item 8. Food Processor with exact Slice System -1 unit

Specifications:

- Approx. 500W motor is designed to run longer and delivers optimum torque with less heat build-up
- All-metal, precise gear design produces a smooth, quiet sound
- Advanced feedback control ensures optimal power is delivered to the bowl
- Robustly designed metal control knobs
- Fits all attachments available
- ACCESSORIES INCLUDED: Nylon Coated Dough Hook, Nylon Coated Flat Beater, Wire Whisk, 6 Qt Work Bowl
- Power: 220v/60hz

For NORSU Main Campus:

Item 11. Branded 35 mm (Photography) DSLR Camera with Operation Manual -1 unit


Specifications:

- 24.2MP APS-C CMOS Sensor DIGIC 6 Image Processor 3.0" 1.04m-Dot Vari-Angle Touchscreen Full HD 1080p Video Recording at 60 fps 45-Point All Cross-Type AF System Dual Pixel CMOS AF Expanded ISO 25600, Up to 7 fps Shooting Built-In Wi-Fi with NFC RGB+IR 7560-Pixel Metering Sensor EF-S 18-55mm f/3.5-5.6 IS STM Lens, 64gb memory

Item 20. Polaroid Camera – 1 unit

Specifications:

- -with instant film
- Optical viewfinder with standard lens settings
- 600 format
- built in automatic flash
- self-timer
- color classification; black red
- mobile devise compatible
- Tripod mount on the base
- built in rechargeable battery



- with charger
- For NORSU Pamplona Campus:**

Item 21. Optical Laser Rangefinder -2 units

* Vortex Optics Range 1800 Laser Rangefinder

Description:

- The Ranger 1800 rangefinder has an illuminated display and highly intuitive menu, capable of ranging up to 1,800 yards.
- The primary HCD mode displays an angle compensated distance and an advanced LOS mode that provides option to calculate long distance, high angle shots with increased precision.
- Scan feature gives continuous range readings across a landscape or track a moving target.
- Three brightness settings allow the display to stay visible in various light conditions. Fully multi-coated lenses deliver optimal light transmission.
- Textured rubber armor provides a secure, non-slip grip. Water and fog proof performance keep the system operating in the harshest conditions.
- Neck lanyard and removable utility clip make the Ranger easy to pack and keep handy. Compatible with a tripod adapter, allowing use on a tripod or car window mount.

Technical Specifications:

- Magnification : Approx. 6x
- Objective Lens: Approx. 22mm
- Eye Relief: Approx. 17 mm
- Operating Temperature: 14-131F
- Range Reflective: 9-180 yards
- Range Deer: 9-900 yards
- Accuracy: +/- 3 yards @ 1000 yards
- Max Angle Reading: +/- 60 degrees (INC 50)
- Linear Field View: Approx. 315 feet/1000 yards
- Angular Field View: Approx. 6 degrees

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

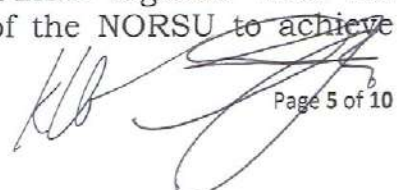
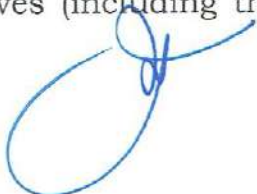
Please see attached supplier offer in the Eligibility requirements, Technical Proposals.

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 NORSU. The delivery, training and Installation of *each seven (7) items* 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 each item in 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.

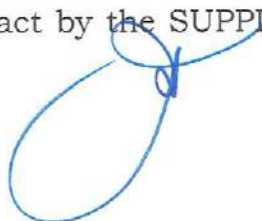
On hardware repair, testing shall be done on-site to know the extent of the problem. Travel and other incidental expenses of responding specialist shall be borne by the SUPPLIER. During warranty period, all parts beyond repair shall be Intensive testing should be done by the SUPPLIER together with the 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 amount below:


ITEMS/DESCRIPTION	Total Amount in Figures (PHP)	Total Amount in Words
For NORSU Guihulngan Campus		
4. Electric Stand Mixer-1 unit	14,000.00	Fourteen Thousand Pesos Only.
5. Sewing Machine – 1 unit	16,500.00	Sixteen Thousand Five Hundred Pesos Only.
For NORSU Bais Campus:		
7. Gas Range with accessories (4burners) LPG tank with hose & regulator (branded) – 1 unit	52,000.00	Fifty-Two Thousand Pesos Only.
8. Food Processor with exact Slice System-1 unit	37,000.00	Thirty-Seven Thousand Pesos Only.
For NORSU Main Campus:		
11. (Photography) 35 mm DSLR Camera with Branded Specs (Manual) -1 unit	116,000.00	One Hundred Sixteen Thousand Pesos Only.
20. Polaroid Camera – 1 unit	27,000.00	Twenty-Seven Thousand Pesos Only.
For NORSU Pamplona Campus:		
21. Optical Laser Rangefinder -2 units	92,500.00	Ninety-Two Thousand Five Hundred Pesos Only.
Total Bid Price:	355,000.00	Three Hundred Fifty-Five Thousand Pesos Only.

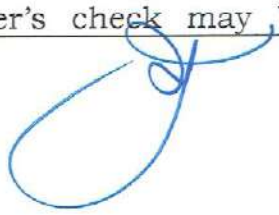
ARTICLE VIII – PERFORMANCE SECURITY


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	Five percent (5%)







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issued by other banks certified by the BSP as authorized to issue such financial instrument.	
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 JAN 25 2022 2022 at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.

NEGROS ORIENTAL STATE UNIVERSITY
OWNER
By:

SPRING DEVELOPMENT CORP.
SUPPLIER
By:

JOEL P. LIMSON, Ph.D.
University President

ARTHUR JHON CO ALIPANTE
Authorized Representative

Signed in the Presence of:

GLENN LUMJOD
Over-All End User

Kevin Costelo Kho
Operations Director
Spring Development Corp.
Supplier's Witness

ACKNOWLEDGMENT

Republic of the Philippines]
City of CEBU CITY]S.S

CEBU CITY

BEFORE ME, a Notary Public, for and in the _____, Philippines, this ____ day of JAN 25 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.		
ARTHUR JHON CO ALIPANTE	UNID ID CRN-0111-4269627-4	

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. 219 ;
Page No. 44 ;
Book No. 42 ;
Series of 2022.

HIPPOCRATES R. ROLINA
NOTARIAL COMMISSION NO. 19-08
UNTIL DEC. 31, 2022
M. L. BRIONES, JR., CEBU CITY
PTR NO. 123456789
IBP NO. 123456789
BOTH ISSUED AT CEBU CITY ON 11/14/19
ROLL NO. 40395





