

**CONTRACT AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this MAR 10 2025, by and between:

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U) - MIAGAO CAMPUS**, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Brgy. Igtuba, Miagao, Iloilo, Philippines, represented herein by its Campus Administrator, **DR. RAMON N. EMMANUEL, JR.**, (hereinafter referred to as the “**ISAT U**”)

and

**OMIKRON INDUSTRIAL SOLUTION VENTURES INC.**, with office address at 285 Sampaguita St., Brgy. San Andres, Cainta, Rizal, Philippines, herein represented by its Authorized Representative, **MR. JEFFREY P. DAQUIOAG**, (hereinafter referred to as the “**SUPPLIER**”);

**WHEREAS, ISAT U** has programmed the **PROCUREMENT OF ELECTRONICS LABORATORY EQUIPMENT – EPA** with Project Reference No.: ISAT U MC-GOODS-2025-01-08;

**WHEREAS, ISAT U**, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS websites, as well as on the BAC ISAT U Bulletin Board, continuously for at least seven (7) days, starting December 5, 2024 to December 24, 2024 as provided under Section 54.2.4 of the Republic Act No. 9184 or otherwise known as the Government Procurement Reform Act and its 2016 Revised Implementing Rules and Regulations (RA 9184 and its 2016 RIRR), with Approved Budget for the Contract (**ABC**) of **FIVE HUNDRED EIGHTY SEVEN THOUSAND PESOS ONLY (Php 587,000.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-008.

**WHEREAS**, on January 21, 2025, the Campus Administrator signed the Notice of Award;

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

**ARTICLE I**

(Included in the Agreement)

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

- a. *Bidding Documents*
- b. *Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/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, such as the construction schedule and A-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling for infrastructure projects; and*
- f. *RA 9184 and its 2016 RIRR, as amended*



**ARTICLE II**  
(Technical Specifications)

Item No.	Description	Brand	Qty/ Unit	Unit Cost	Total
1.	<p>PLC Trainer, Universal PLC Training System with HMI</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• 7" Human Machine Interface (HMI) display</li> <li>• PLC with 16 digital inputs, 16 digital outputs with RS232 communication facility</li> <li>• Open platform to explore wide PLC and HMI applications</li> <li>• Industrial look &amp; feet</li> <li>• Toggle switches, push to On Switch, proximity sensor, visual indicator, audio indicator, and DC motor</li> <li>• Experiments configurable through patch board</li> <li>• Powerful instruction sets</li> <li>• Several sample ladder and HMI programs</li> <li>• PC based ladder and HMI programming</li> <li>• Extremely easy and student friendly software to develop different programs</li> <li>• Easy downloading of programs</li> <li>• Practice troubleshooting skills</li> <li>• Compact tabletop ergonomic design</li> <li>• Robust construction</li> <li>• PLC gateway for cloud connectivity</li> </ul> <p><b>Technical Specifications:</b></p> <ul style="list-style-type: none"> <li>• Programmable Logic Controller PLC</li> <li>• Digital Inputs: 16 nos</li> <li>• Digital Outputs: 16 nos</li> <li>• Program size (words): 4096</li> </ul> <p><b>Boolean execution speed</b></p> <ul style="list-style-type: none"> <li>• Sec. per instruction: 0.33 <math>\mu</math>s/sequential instruction in average</li> <li>• Interfacing: RS-232/RS-485 ports</li> <li>• Expansion module: Expandable</li> </ul> <p><b>Human Machine Interface (HMI)</b></p> <ul style="list-style-type: none"> <li>• HMI Supply: +24V DC</li> <li>• CPU: 32-bits 400MHz RISC</li> <li>• Interface: RS232/RS485</li> <li>• Storage flash: 128MB</li> <li>• DDRAM:64MB</li> <li>• Display Size: 7"</li> <li>• Resolution: 800 x 480 TFT LCD 65, 536 colors</li> <li>• Touch Screen: High precision four-wire resistive</li> </ul>	Scientech	1 unit	580,000.00	580,000.00

*Richard E. Canof*  
Richard E. Canof  
Corporate Secretary

*Jeffrey P. Daonjoag*  
JEFFREY P. DAONJOAG  
Authorized Representative

*Ramon N. Emmanuel, Jr., PhD*  
RAMON N. EMMANUEL, JR., PhD  
Campus Administrator

*Maria Luisa N. Eiman*  
MARIA LUISA N. EIMAN  
Head, Administrative and Finance Services

*Elmer S. Sealongo*  
ELMER S. SEALONGO  
Associate Professor I

*Retained*  
Jinkie E. Garof  
Corporate Secretary

*Jeffrey R. Daquiao*  
JEFFREY R. DAQUIOAG  
Authorized Representative

	<b>General Specification</b> <ul style="list-style-type: none"> <li>• Toggle switches: 8 nos.</li> <li>• Push to ON switches: 5 nos.</li> <li>• LED's: 8 nos.</li> <li>• Buzzer: 1 no.</li> <li>• DC motor: 1 no.</li> <li>• Proximity sensor: 1 no.</li> </ul>				
	<b>Accessories</b> <ul style="list-style-type: none"> <li>• Pin DIN cable to RS232 cables: 2 nos.</li> <li>• A to B cable: 1 no.</li> <li>• RS232 to USB converter: 1 no.</li> <li>• Mains cord: 1 no.</li> <li>Patch Cords: 30 nos.</li> </ul>				
	<i>Delivery Period: 90 days</i>				
	<i>Warranty Period: 1 year</i>				
	***** Nothing Follows *****				
	For electronics laboratory purposes				
	Requested by: Elmer S. Sealongo				
	<b>TOTAL BID AMOUNT</b>				<b>Php 580,000.00</b>

### ARTICLE III (Completion Time)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Ninety (90) Calendar Days** which will commence within ten (10) days upon receipt of the Notice to Proceed.

### ARTICLE IV (Contract Amount)

In consideration for the sum of **FIVE HUNDRED EIGHTY THOUSAND PESOS ONLY (PHP 580,000.00)**, or such other sums as may be ascertained, the **SUPPLIER** agrees to the **PROCUREMENT OF ELECTRONICS LABORATORY EQUIPMENT – EPA** 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 (Contractor's Warranty of Works)

The **SUPPLIER** guarantees that all materials it will supply under the Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provisions 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

*Ramon N. Emmanuel, Jr.*  
RAMON N. EMMANUEL, JR., PhD  
Campus Administrator

*Maria Luisa N. Eiman*  
MARIA LUISA N. EIMAN  
Head, Administrative and Finance Services

*Elmer S. Sealongo*  
ELMER S. SEALONGO  
Associate Professor I



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 arise between the Parties in connection with the implementation of the Agreement shall be settled in accordance with 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.

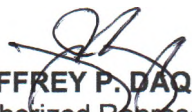
**ILOILO SCIENCE AND TECHNOLOGY  
UNIVERSITY (ISAT U)**

By:

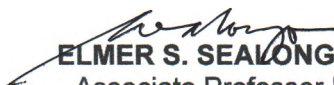
  
**RAMON N. EMMANUEL, JR., PhD**  
Campus Administrator


**OMIKRON INDUSTRIAL SOLUTION  
VENTURES INC.**

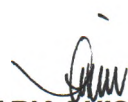
By:

  
**JEFFREY P. DAQUIOAG**  
Authorized Representative

WITNESSED BY:

  
**ELMER S. SEALONGO**  
Associate Professor I

  
Jinkie E. Ganot  
Corporate Secretary

  
**MARIA LUISA N. EIMAN**  
Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES:  
CITY OF ILOILO QUEZON CITY: S.S  
X-----X

**ACKNOWLEDGMENT**

**BEFORE ME**, this MAR 10 2025 day of QUEZON CITY, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 <b>RAMON N. EMMANUEL, JR., PhD</b>	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023
2 <b>JEFFREY P. DAQUIOAG</b>	<u>DRIVER'S LICENSE</u> <u>N01-18-011905</u>	<u>QUEZON CITY</u>	<u>JUNE 19, 2022</u>

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

The instrument, which refers to a **Contract of Agreement (Procurement of Electronics Laboratory Equipment – EPA)** consists of five (5) pages including the page on which acknowledgement 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.

Doc No. 385  
Page No. 37  
Book No. IV  
Series of 005

**ATTY. FELIZARD M. IBARRA**  
Notary Public for Quezon City Until Dec. 31, 2025  
Roll No. 88335

PTR No. 6936783, 01/07/2025, Q.C.  
IRP No. 331161, December 10, 2023  
MCLE Comp. No. VII-0000973/ until April 14, 2025  
ADM Matter No. NP. 088 / (2025-2026)  
Lot 27 Block VI, No. 1850 Quirino Highway  
Brgy. Kaligayahan, Quezon City