Authorized Reg

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT, made and executed this

MAR 0 6 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

PRINCE VALIANT INTERNATIONAL CORPORATION, with office address at PVIC Bldg., Lot 4E, Lucky Homes Subdivision, Balabago, Jaro, Iloilo City, Philippines, herein represented by its Authorized Representative, MS. ROSEVIVE M. PIONELO, (hereinafter referred to as the "SUPPLIER");

WHEREAS, ISAT U has programmed the PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR SCIENCE DIVISION – EPA with Project Reference No.: ISAT U MC-GOODS-2025-01-04;

WHEREAS, ISAT U, through it 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 November 19, 2024 to December 6, 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 THREE HUNDRED NINETY THOUSAND PESOS ONLY (Php 390,000.00), inclusive of applicable taxes, as indicated in Purchase Request No. PB 2025-004.

WHEREAS, on January 15, 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: $\frac{1}{2}$

- 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)

1	tem No.	Description	Brand	Qty/ Unit	Unit Cost	Total
	1.	Fume Hood, Ducted Fume Hood: new design with liquid collection tank behind the back panel to collect the waste liquid generated during the experiment and reduce pollution; UV Lamp for sterilization; Resistant to weak acid and alkali; adjustable air speed; motorized front window, height adjustable; microprocessor control system, LCD display; Memory function in case of power failure; front panel with bypass system achieve function of air supplement, meets North American fume hood design standards. Specification: External size: 1040W x 800D x 2200H mm; Internal Size: 820W x 670D x 730H mm; Front window: motorized; 5mm toughened glass; height adjustable; Work Surface height: 850mm; Max Opening: 520mm; Air Velocity: 0.3-0.8m/s; Sound Emission: ≤68dB; Exhaust duct: PVC, standard length: 10m. Ø300mm; LED Lamp: 8Wx1; UV Lamp: Emission of 253.7 nanometers for most efficient decontamination; Blower: Built-in centrifugal blower, Speed adjustable; Power Supply: AC 220V,50/60 Hz; Consumption: 400W/ Material: Exterior: Coldrolled steel with anti-bacterial powder coating; Interior: Compact laminate board with good acid and alkali resistance function; Work Table: Chemical resistant phenolic resin; Standard Accessory: UV lamp x2; LED Lamp; Water tap; Gas tap; Water Sink; Base cabinet; 2 pcs Waterproof socket; 10m PVC aluminum foil composite exhaust duct, pipe strap x2 (duct is retractable and can be cut freely); Water supply flow control valve; Gas supply flow control valve; Gas supply flow control valve; Gross weight: 286kg; Shipping Size: Main Body: 1190Wx990Dx900H mm; Base cabinet: 1190Wx990Dx900H mm; Shipping volume (m³)10/29/2024 3.1	Scitek	1 unit	375,000.00	375,000.00
		Delivery Period: 90 days		-		
		Warranty Period: 1 year				
		***** Nothing Follows *****				
		For science laboratory purposes				
		Requested by: Kathleen D. Subong				
		TOTAL BID AMOUNT			Php 37	5,000.00

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.

RAMON N. EMMANUEL, JR., PhD Campus Administrator

MARIA LUISA N. EIMAN
Head, Administrative and Finance Services



ARTICLE IV

(Contract Amount)

In consideration for the sum of THREE HUNDRED SEVENTY FIVE THOUSAND PESOS ONLY (PHP 375,000.00), or such other sums as may be ascertained, the SUPPLIER agrees to the PROCUREMENT OF SCIENTIFIC EQUIPMENT FOR SCIENCE DIVISION — 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 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)

Ву:

By:

RAMON N. EMMANUEL, JR., PhD Campus Administrator ROSEVIVE M PIONELO Authorized Representative

PRINCE VALIANT INTERNATIONAL CORPORATION

WITNESSED BY:

KATHLEEN D. SUBONG

MARIA LUISA N. EIMAN

Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES: CITY OF ILOILO : S.S xx								
ACKNOWLEDGMENT								
BEFORE ME, this day ofMAR 0 6 2025 _, in, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:								
	Government ID	Place Issued	Date Issued					
1 RAMON N. EMMANUEL, JR., PhD	ISAT U ID No 940606-022-F	Miagao Campus	August 5, 2023					
2 ROSEVIVE M. PIONELO	P3822018C	DFA 1LOLLO	APRIL 12, 2023					
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 Scientific Equipment for Science Division – 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.								

ATTY. LUZERMINDO A. CALMORIN

NOTARY PUBLIC

ROLL NO. 29514 5-15-79

TIN NO. 126-157-768

PTR NO. 8808976 1-2-2025

IBP NO. 1315 12-26-2024

MCLE COMP. NO. V-0008120

REG. NO. 110

DATE OF COMMISSION 01-07-25 TO 12-30-26

CITY AND PROVINCE OF ILOILO

Doc No.
Page No.
Book No.
Series of