Republic of the Philippines

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES

BIDS AND AWARDS COMMITTEE

Ayala Blvd. Cor. San Marcelino St. Ermita, Manila 1000

CONTRACT AGREEMENT

Procurement of College of Science Chemistry Laboratory Equipment (25M)

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this ___ day of ___________ 2015 at the City of Manila by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES represented herein by its President, DR. ADORA S. PILI, with office address at Ayala Blvd. corner San Marcelino St. Ermita, Manila, and hereinafter referred to as the “TUP”;

- and -

BROWNSTONE ASIA-TECH, INC., a business entity duly organized and existing by virtue of the laws of the Republic of the Philippines represented herein by its General Manager, MR. EDGARDO S. BATE with office address at No. 10-A (Old No. 310) H. Poblador St. Barangay, Hagdan bato Libis, Mandaluyong City and hereinafter referred to as the “Supplier”.

WHEREAS, the TUP invited Bids for the Procurement of College of Science Chemistry Laboratory Equipment (25M) has accepted a Bid by the Supplier for the supply of those goods/services in the sum of Four Hundred Ninety Seven Thousand Two Hundred Sixteen Pesos and 50/100 (Php 497,216.50), (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Bid Form and the Price Schedules;
(b) The Schedule of Requirements;
(c) The Technical Specifications;
(d) The General Conditions of Contract
(e) The Special Conditions
(f) The TUP’s Notification of Award
(g) The Notice to Proceed

3. In consideration of the payments to be made by the TUP to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the TUP to provide the Procurement of College of Science – Chemistry Laboratory Equipment (25M) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ROTARY EVAPORATOR VERTICAL CONDENSER</td>
<td>1 lot</td>
</tr>
<tr>
<td></td>
<td>IKA RV10 Digital</td>
<td></td>
</tr>
<tr>
<td></td>
<td>680x410x990mm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>220-240v</td>
<td></td>
</tr>
<tr>
<td></td>
<td>21.5 kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-water bath, stainless steel inside, 3L capacity, 220-240 V 50/60 Hz, room temperature-180°C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-includes vacuum pump with 100 L/min pump speed, ultimate pressure of 5x10^-4 Pa, motor speed of 1700 rpm and power supply of AC 220 50/60Hz, 2A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-cooling water circulator, 4.5L capacity, max flowrate 15L/min, temperature down to -20°C and power supply 230V 50/60 Hz</td>
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<tr>
<td></td>
<td>-6 diff. types of flasks are attachable from 50 mL to 3000 mL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-digital speed control</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-digital RPM display/speed control range : 20-280 rpm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-vertical type condenser</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-digital interior temp. measure and display</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-motorized up-down control switch</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DISSOLVED OXYGEN METER (Portable)</td>
<td>1 unit</td>
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<tr>
<td></td>
<td>HD3030 DO meter with Polarographic DO Probe</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>pH METER(Portable)</td>
<td>2 units</td>
</tr>
<tr>
<td></td>
<td>WalkLAB Professional HP9010</td>
<td></td>
</tr>
</tbody>
</table>

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the Procurement of College of Science – Chemistry Laboratory Equipment (25M) and the remediating of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

5. Supplier shall warrant TUP to provide the Procurement of College of Science – Chemistry Laboratory Equipment (25M) within the warranty period of one (1) year from date of delivery; Spare parts are covered with this warranty. During the period, any product found to be faulty will be repaired or replaced free of charge.

6. The delivery date of the equipment shall be thirty days (30) days after receipt of Notice to Proceed by Brownstone Asia-Tech, Inc.

7. The TUP hereby covenants to pay the Supplier in consideration of the provision of the Procurement of College of Science – Chemistry Laboratory Equipment (25M) and the remediating of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

This contract shall take effect upon signing of this CONTRACT and issuance of NOTICE TO PROCEED unless sooner revoked or terminated for cause.
IN WITNESS whereof the parties hereto have caused this Contract of Agreement for the
Procurement of College of Science – Chemistry Laboratory Equipment (25M) to be
executed in accordance with the laws of the Republic of the Philippines on the day and year first
above written.

TECHNOLOGICAL UNIVERSITY
OF THE PHILIPPINES

By:

DR. ADORA S. PILI
President

BROWNSTONE ASIA-TECH, INC.


MR. EDGARDO S. BATE
General Manager

Signed in the presence of:

ENRICO R. HILARIO
Vice President for
Administration and Finance

Authorized Representative

FUNDS AVAILABLE: Fund 101 00-15-06-481

MR. CATALINO A. FORTES, JR.
Chief Accountant
ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila S.S

BEFORE ME, a Notary Public for and in the City of Manila, on this _____ day of
_____________ 2014.

<table>
<thead>
<tr>
<th>Name</th>
<th>TIN No.</th>
<th>Date/Place Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR. ADORA S. PILI</td>
<td>CTC No. 297-93114</td>
<td>Manila</td>
</tr>
<tr>
<td>MR. EDGARDO S. BATE</td>
<td>CTC No. 17272069</td>
<td>Quezon City / 2-25-15</td>
</tr>
</tbody>
</table>

Known to me and to the same persons who executed the foregoing contract consisting of
FOUR (4) pages including this page and they acknowledge to me that the same are their own
free and voluntary act and deed as well as that of the agencies herein presented.

In witness whereof, these presents are signed at the City of Manila, Philippines, on
this ____ day of ____________ 2015.

JUL 9 2015

[Signature]

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