CONTRACT

NEGOTIATED PROCUREMENT OF LABORATORY EQUIPMENT FOR FOOD AND APPAREL TECHNOLOGY

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this ___ day of _____________ 2016 at the City of Manila by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES, a government institution of higher learning established and existing by virtue of its Charter, P.D. 1518, with main office address at Ayala Blvd. corner San Marcelino Street, Ermita, Manila, represented herein by its President, DR. ADORA S. PILI, and hereinafter referred to as “TUP”;

- and -

V.G. ROXAS CO., INC., a business entity duly organized and existing by virtue of the laws of the Republic of the Philippines with principal business address at UNIT 3 GF. M/F PACIFIC CORPORATE CENTER 131 WEST AVENUE, QUEZON CITY PHILS, represented herein by its President, MR. VICENTE G. ROXAS, and hereinafter referred to as the “SUPPLIER”.

WITNESSETH, THAT:

WHEREAS, following the pertinent provisions of the procurement law, the TUP invited bids for the Negotiated Procurement of Laboratory Equipment for FAT in TUP Manila with an ABC of Php 990,944.00;

WHEREAS, the SUPPLIER, primarily engaged in the business of selling, marketing and acquiring goods and new technologies, has participated in the public bidding held for the purpose and submitted the Lowest Calculated Responsive Bid;

WHEREAS, TUP has accepted the Bid of the Supplier for the supply of goods/services as hereto specifically mentioned and award the Contract in consideration for the amount of Eight Hundred Seventy One Thousand and One Hundred Pesos (Php 871,100.00), (hereinafter called “the Contract Price”), in accordance with BAC Resolution No. 002 s. 2016, copy of which is hereto attached and marked as Annex “A”;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. OFFICIAL BID DOCUMENTS. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

(a) The Bid Form and the Price Schedules ("Annex B");
(b) The Schedule of Requirements ("Annex C");
(c) The Technical Specifications ("Annex D");
(d) The General Conditions of Contract ("Annex E");
(e) The Special Conditions ("Annex F");
(f) The TUP's Notification of Award ("Annex G");
(g) The Notice to Proceed ("Annex H");
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 SUPPLIER hereby covenants with TUP to supply, provide and deliver the goods/items/services particularly described below for the **Negotiated Procurement of Laboratory Equipment for FAT** and to promptly remedy defects, if any, in conformity and in all respects with the provisions of this Contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Name</th>
<th>Quantity</th>
<th>Technical Specifications</th>
</tr>
</thead>
</table>
| 1    | DIGITAL REFRACTOMETER   | 1 unit   | Digital Refractometer, Brix OTO 93# Atago 3830  
Designed with a full Range (Brix 0.0 to 93.0%), the PAL-3 works perfectly for measuring almost any sample. The Full Range PAL-3 has the same great features as the PAL-1 and PAL-2.  
Specifications Cat 3830, scale Brix Temperature,  
Measurement Range:  
Brix :0.0 to 93.0 % temperature : 10.0 to 100 degree Celsius  
Resolution Brix : 0.1 % Temperature : 0.1 Celsius,  
Measurement Accuracy Brix: ±0.1 %  
Temperature: ± 1 Degree Celsius  
Temperature Compensation range 10 to 100 degree Celsius  
Automatic temperature compensation,  
Ambient temperature 10 to 40 degree Celsius, Sample volume 0.3 ml,  
Measurement time 3 seconds,  
Power supply 2x AAA alkaline batteries, Battery Life Approx. 11,000 times measurement when alkaline batteries are used,  
International protection class IP dust-tight and Protected against water jets. Dimensions and Weight: 55(W)x31(D)x109(H)mm, 100g (Main Unit only) |
| 2    | STICK STYLE PH METER    | 1 unit   | UNIT PEN TYPE pH Meter, Model pH600, Milwaukee  
Specifications: Range : 0.0-14.0 pH, Resolution : 0.1 pH,accuracy ±0.2 pH calibration manual, point  
Battery life : 700 hours Dimension 150 x 30 x 24 mm |
| 3    | SALINOMETER             | 2 units  | Refractometer for salinity 0 to 100 nacl                                                                                                                                                                                                                                                                                                                   |
| 4    | HANDHELD DIGITAL THERMOMETER | 2 units | Handheld Digital Thermometer  
Lolipop thermometer control 4371 LOLIPOP THERMOMETER, TRACEABLE, F/C, -50 TO 300°C, 8 INCH STEM, +/- 1.0C, CONTROL COMPANY 4371 Stainless-steel probe is resistant to most laboratory chemicals  
• -58 to 572°F and -50 to 300°C, resolution is 0.1”, accuracy is ±1°C  
• Recalls highest/lowest temperature readings over any time period; readings updated every second  
• Waterproof and shockproof, ideal for wet labs, wash-down areas, and |

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2
<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>FOOD CUTTER</td>
<td>1</td>
<td>Food Cutter Model KS-CHD63, Type: Cutter, Voltage: 220V/380, Power 750, Weight: 116kg, Dimension: 600x910x1010, Capacity: 630, Material: Stainless Steel, Feature: Easy, Includes stainless-steel probe, probe cover, silver-oxide battery (runs continuously for one year)</td>
</tr>
<tr>
<td>6</td>
<td>VACUUM PACKING SEALING MACHINE (desktop)</td>
<td>1</td>
<td>Vacuum Packing Sealing Machine, 260mm voltage: 220V 100 pound machine, 110 volt desktop vacuum sealing, Interior sealing chamber: 380x280x120 mm (15&quot;x11&quot;x120mm inches)</td>
</tr>
<tr>
<td>7</td>
<td>UNIT INFRARED MOISTURE ANALYZER</td>
<td>1</td>
<td>Fully Automatic Infrared Moisture Analyzer, Model 6MA37, Sartorius brand, Made in Germany, Specification: Weighing capacity: 70g, Application: standard and thermosensitive applications, Recommended moisture range: 1-100%, Heating resource: Metal Heater, Line Frequency: 50/60 Hertz, Line voltage: 115V/230V, Access to the sample chamber: Removable angle, SoftClose mechanism, Power consumption: 640VA, Accuracy of the weighing system: &gt; 1g: ±0.2%</td>
</tr>
</tbody>
</table>

3. **DELIVERY.** The period to deliver the aforementioned equipment shall be thirty days (30) days after receipt of the Notice of Proceed by SUPPLIER.

4. The TUP hereby covenants to pay the SUPPLIER in consideration for the supply and delivery of the aforementioned goods/items/services, including warranties, and for remedying of defects therein, if any, for the Contract Price in the sum of **Eight Hundred Seventy One Thousand and One Hundred Pesos (P871,100.00)**, subject to applicable taxes, and in a manner prescribed under this Contract as well as existing laws, rules and regulations.

5. **PERFORMANCE WARRANTY.** The Supplier represents and warrants that it possesses all the requisite knowledge, skills, technical know-how, capabilities, expertise and manpower to perform and deliver, or cause to be performed or delivered, all its obligations under this Contract in a proper, efficient, timely and professional manner and that the performance of its obligation under the Contract shall be in conformity with applicable laws, government regulations and sound business practices. The Supplier warrants also that it has the necessary permit or license to operate and agrees to comply with all existing laws as well as rules and regulations which are or may be issued by competent authorities.

6. **ANTI-GRAFT PRACTICES.** The SUPPLIER further warrants that it has not given or promised to give money or gift, **directly or indirectly**, to any official or employee of TUP.
to secure this Contract. Any violation of this warranty shall be sufficient ground for TUP to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to SUPPLIER.

7. **LIQUIDATED DAMAGES.** In the event that the SUPPLIER fails to perform its obligations within the agreed period as specified in this Contract and other applicable laws, TUP shall deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. The damages herein provided are fixed and that the TUP shall not be required to adduce proof thereof.

8. **EFFECTIVITY.** This Contract shall take effect upon signing by the parties and issuance by and receipt of the NOTICE TO PROCEED unless sooner revoked or rescinded for cause.

IN WITNESS WHEREOF, the parties hereto have signed and caused this Contract for the Negotiated Procurement of Laboratory Equipment for FAT on the day and year first above written.

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES  

V.G. ROXAS CO., INC.

By:

DR. ADORA S. PILI  
President

MR. VICENTE G. ROXAS  
President

Signed in the presence of:

ENRICO R. HILARIO  
Vice President for Administration and Finance

Authorized Representative

Funds Available: 0164 0200100 11/6/19

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

REPUBLIC OF THE PHILIPPINES )
QUEZON CITY )S.S

BEFORE ME, a Notary Public for and in the City of Manila, on this _________th day of ____________ 2016, personally appeared:

Name
DR. ADORA S. PILI

Valid Gov’t. Issued ID
Passport No. EC15714974

Date/Place Issued
MANILA

MR. VICENTE G. ROXAS

known to me to the same persons who executed the foregoing instrument consisting of FIVE (5) pages including this page and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities they represent.

WITNESS MY HAND AND SEAL on the date and place first above written.


ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC
Until December 31, 2016
P.0. Box 2147937/01-04-2016 QC.
HBP No. 0158548/01-04-2016 QC.
ROLL No. 135296
TIN No. 177-967-619
MCLE Compliance No. V. (01) 5824
No. 34 Asset St., GSIS Village, QC.