

CONTRACT AGREEMENT

Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities

This AGREEMENT made and executed this 18<sup>th</sup> day of October 2021 at Bunawan, Agusan del Sur, Philippines by and between:

The AGUSAN DEL SUR STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY (ASSCAT), an institution of higher learning duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Bunawan, Agusan del Sur, represented by its College President, DR. JOY C. CAPISTRANO, hereinafter referred to as the "OWNER".

and

HYTEC POWER INC., a supplier duly registered, organized and existing under by virtue of the laws of the Republic of the Philippines, with office address at #2 T. Cruz St. Cruzville Subd., Zabarte Road, Novaliches, Quezon City represented by its President and CEO, MR. ERIC JUDE S. SOLIMAN, hereinafter referred to as the "SUPPLIER".

WITNESSETH:

WHEREAS, the OWNER has issued a request for Public Bidding dated August 5, 2021 for the Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities referred hereto as the "Project" by a competent and responsive Supplier within the specified contract period;

WHEREAS, a public bidding for the above-mentioned purpose was conducted on August 25, 2021 where the SUPPLIER was determined as the Single Calculated Bid (SCB) after thorough evaluation of its proposal by the OWNER's Bids and Awards Committee (BAC);

WHEREAS, upon careful examination, validation and verification of all the eligibility, technical and financial requirements by the BAC-TWG and upon result of the Post-Qualification Evaluation, it was determined that the SUPPLIER's bid is the Single Calculated and Responsive Bid (SCRB);

WHEREAS, the SUPPLIER has agreed and accepted the award to undertake works for the Project under the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the above premises and of the mutual understanding and agreement to be performed by each of the parties hereto, it is hereby agreed that:

  
SHIEL G. REYES  
Witness

  
JOY C. CAPISTRANO  
College President

  
ERIC JUDE S. SOLIMAN  
President and CEO

  
MARY ANN B. VILLALUZ  
Witness

## CONTRACT AGREEMENT


### Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities

1. The Supplier shall supply and deliver the following as reflected in the Quotation:

No.	Items/Description	Quantity	Unit	Total Price
	<b>Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities</b>	1	Lot	
1	<b>Surveying Instrument Theodolite Total Station</b> - Accuracy: 2sec. - Magnification: 30x - Revolving power: 3 sec. - Reflectorless: 270m - Optical Aperture: 45mm (EDM45mm)	1	Set	372,000.00
2	<b>Tachometer</b> - Weight: 130 grams - Size: 140x 70x 30 mm - Type: Optical/Contact - Accuracy: ± 5 (Optical), ±1 (Contact) - Display: LCD	2	Unit	14,000.00
3	<b>Grain Moisture Meter</b> - Output Signal: RS485/4G/NB-IoT/LORA - Temperature Measuring Range: 0 -115°C - Moisture Measuring Range: 0-100% RH - pH Measuring Range: 3-9PH - NPK Measuring Range: 0-1999mg/kg - EC Measuring Range: 0-10000us/cm - Temperature Precision: ±0.5°C - Moisture Precision: ±3% in 0-53% range/±5% in 53-100% range - PH Precision: ±0.3PH - NPK Precision: 2% F.s - EC Resolution: 10us/cm - Response Time: <1s	1	Unit	128,000.00
4	<b>Clam on Ammeter</b> - Type: Digital - Measuring Range: 0-999 - Supply Voltage: AC 80-600 V - Frequency: 45-65Hz - Display: LED Intelligent Digital - Accuracy Class: 0.2/0.5 - Operating Temperature: -20-75 - Rated current: AC1A; AC5A	1	Unit	21,000.00
5	<b>Planimeter</b> - Roller type with computing function - Display: Liquid crystal, 8-digit figures - Accuracy: within ±0.2%	1	Unit	150,000.00
6	<b>Flow Meter</b> - Connection size: 4 types-3/8, 1/2, 3/4 and 1 inch - Applicability: Liquid Chemicals, Corrosive Fluids, Pure Water - Accuracy: ± 3% RD, ± 3% SD - Measurement Range: 0.3 - 150 L/min - Fluid Temperature: 0-100°C - Fluid Pressure: 0.5 to 1 Mpa	1	Unit	42,000.00

  
 SHEILA G. REYES  
 Witness

  
 JOY C. CASTRANO  
 College President

  
 ERIC D. SOLIMAN  
 President and CEO

  
 MARY ANN B. VIBALUZ  
 Witness

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No.	Items/Description	Quantity	Unit	Total Price
7	<b>Centrifugal Pump</b> - Power: 2 hp - Capacity: 15-20 GPM - Suction Lift: 25 ft. at 85 PSI - Output: 1 Inch - Input: 1 Inch - Type: Vertical Type	1	Unit	50,000.00
8	<b>DO Meter</b> - Measurement range: 0-20 mg/L, 0-20 ppm - Accuracy: <0.5mg/l	1	Unit	62,000.00
9	<b>BOD Meter</b> - Measure Range: 0-200/0-1000mg/l - Resolution: 1mg/l - Accuracy: ±5%F.s - Under Pressure: 1bar - Power Supply: 12-24V DC - Temperature Range: 0-45°C - Protection Level: IP68 - User Calibration: 5-point calibration - Power Consumption: ≤300mW - Application: For Fresh Water	1	Unit	152,000.00
10	<b>COD Meter</b> - Measure Range: 0-200/0-1000mg/l - Resolution: 1mg/l - Accuracy: ±5%F.s - Under Pressure: 1bar - Power Supply: 12-24V DC - Temperature Range: 0-45°C - Protection Level: IP68 - User Calibration: 5-point calibration - Power Consumption: ≤300mW - Application: For Fresh Water	1	Unit	330,000.00
11	<b>Turbidity Meter</b> - Range: 0 - 10,000 NTU - Principle of Operation: Nephelometric - Ratio (Color Correction): Full Time On/Off - Accuracy: ± 2% of reading plus 0.01 NTU (0 to 1000 NTU) ± 5% of reading (1000 to 4000 NTU) ± 10% of reading (4000 to 10,000 NTU) - Resolution: 0.0001 NTU on Lowest Range - Response Time: less than 6 seconds - Sample Size: Minimum of 30 ml - Light Source: Quick Connect Infrared - Operating Temperature: 0°-50°C - Air Purge: Connection for external dry air supply - Outputs: RS-232 Serial Port (With converter to USB) or RS-485 (With converter to USB)	1	Unit	93,000.00
12	<b>Moisture Drying Oven</b> - Capacity: 25L - Temperature: 10-250°C	2	Unit	186,000.00

  
 SHIEL G. REYES  
 Witness

  
 JOY C. CASTRANO  
 College President

  
 ERIC JUDAS S. SOLIMAN  
 Resident and CEO

  
 MARY ANN B. VILLALUZ  
 Witness



## CONTRACT AGREEMENT

### Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities

No.	Items/Description	Quantity	Unit	Total Price
	<b>Terms and Conditions:</b>  1. Warranty should be One (1) Year on its Parts, Services and Labor. 2. Equipment must be supplied with training manuals in English. 3. Supplier must conduct after sales training after completion of delivery and installation at Agusan del Sur State College of Agriculture and Technology. If travelling is prohibited due to pandemic, online After Sales Training may be allowed provided that onsite After Sales Training be also provided once travel ban is allowed or lifted. 4. Supplier must be an authorized distributor/reseller of the items offered and authorized by the manufacturer to provide technical support.			
<b>GRAND TOTAL</b>				<b>₱1,600,000.00</b>

Note: Item Specifications, Features, Add-ons/Inclusions and Terms and Conditions should abide with the declared quotation in the Technical Specifications (Section VII), Supplemental Bid (if any), Item Brochures/Catalogues and the Financial Bid Form submitted by the SUPPLIER.

- a) This will be delivered at ASSCAT, Main Campus, San Teodoro, Bunawan, Agusan del Sur.
- b) In consideration for the faithful performance and accomplishment of all the obligations specified, which the SUPPLIER agrees to undertake, perform and accomplish under this contract, the owner shall pay the contractor the total contract price of **One Million Six Hundred Thousand Pesos (₱1,600,000.00)**.

#### 2. Commencement and Completion of Work

The SUPPLIER shall commence execution of the Project within (10) Calendar Days from receipt of a written Notice to Proceed.

#### 3. Liquidated Damages

It is understood and agreed that time is of the essence in this Agreement. In the event that the *Supplier refuses or fails to complete the work within the time specified*, including extensions of time, if any, that may be granted by the OWNER, the OWNER is hereby authorized to deduct the amount of liquidated damages from any amount due or which may become due to the SUPPLIER, or to collect or charge such liquidated damages from both the amount due to the SUPPLIER and the Performance Bond filed by the SUPPLIER. However, no liquidated damages shall be charged when the delay in completion of the work is due to any causes directly attributed to the OWNER or due to *force majeure* or special risk.

  
SHIERA G. REYES  
Witness

  
JOY C. CAPISTRANO  
College President

  
ERIC JUDAS S. SOLIMAN  
President and CEO

  
MARY ANN B. VILLALUZ  
Witness

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## Procurement of Supply, Delivery and Installation of Agricultural and Biosystems Engineering Laboratory Equipment and Facilities

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SHIEL A. C. REYES  
Witness

  
JOY C. CASTRANO  
College President

  
ERIC J. E. SOLIMAN  
President and CEO

  
MARYANN B. VILLALUZ  
Witness

- a. Where the SUPPLIER refuses or fails to satisfactory complete the work within the specified contract time, plus any time extension duly granted and hereby in default under the contract, the SUPPLIER shall pay the OWNER for liquidated damages, and not by way of penalty, an amount of at least equal to one-tenth ( $\frac{1}{10}$ ) of one percent (1%) of the cost of the unperformed portion for each calendar day of delay, until the delivery is completed and accepted by the OWNER.
- b. To be entitled to such liquidated damages, the OWNER does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Contractor under the contract and/or collect such liquidated damages from the retention money or other securities posted by the SUPPLIER whichever is convenient to the OWNER.

#### 4. Performance Security

- 4.1. To guarantee the faithful performance of the contract, the SUPPLIER shall post upon signing of the contract, a Performance Security in the form of cash, manager's check, cashier check, bank draft/guarantee confirmed by the local bank (in the case foreign Contractor bonded by a foreign bank), letter of credit by a reputable bank, surety bond, callable on demand, issued by GSIS (Government Services Insurance System) or any insurance company accredited by the Office Commissioner or a combination thereof, in accordance with the following schedule:
  - a. Cash, manager's check, cashier's check, irrevocable letter of credit - five percent (5%) of the total contract price.
  - b. Bank draft/guarantee - five percent (5%) of the total contract price.
  - c. Surety bond - thirty percent (30%) of the total contract price.
- 4.2. This performance security shall be posted in favor of the OWNER, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the SUPPLIER is in default in his obligation there under.
- 4.3. This performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

#### 5. Certificate of Warranty

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

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Laboratory Equipment and Facilities**

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**6. Effectivity, Validity and Miscellaneous**

This Agreement shall take effect within ten (10) days upon date of receipt by the Contractor of the Notice to Proceed from the OWNER. The Contract shall remain in force for a period of **Ninety (90) calendar days** from the date of receipt by the SUPPLIER of the Notice to Proceed.

**IN WITNESS WHEREOF** the parties have hereunto affixed their signature and have caused this Agreement to be executed on the day and year first before written.

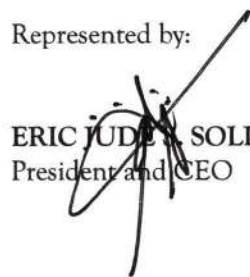
**AGUSAN DEL SUR STATE  
COLLEGE OF AGRICULTURE  
AND TECHNOLOGY**

**HYTEC POWER INC.**


Represented by:

  
**JOY C. CAPISTRANO**  
College President

Represented by:

  
**ERIC JUDE A. SOLIMAN**  
President and CEO

**SIGNED IN THE PRESENCE OF:**

  
**SHIELA G. REYES**  
Vice-President for Academic Affairs  
and Quality Assurance

  
**MARY ANN B. VILLALUZ**  
Bidding Coordinator



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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Agusan del Sur ) S.S

NOV 22 2021'

BEFORE ME, a Notary Public this \_\_\_ day of \_\_\_ in \_\_\_ personally appeared:

Table with 2 columns: Name, Any Government-Issued Identification Document. Rows include JOY C. CAPISTRANO and ERIC JUDE S. SOLIMAN with their respective details and identification numbers.

All known to me to be same persons who executed the foregoing instrument and acknowledged and sworn to before me that the same is their free and voluntary act and deeds as well as that of the entities which they respectively represent.

This Agreement consists of seven (7) pages including this page on which this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No.
Page No.
Book No.
Series of 2021

Signature of Lyndon J. Romero
LYNDON J. ROMERO
NOTARY PUBLIC
Until December 31, 2022
PTR No.
TIN No. 180 - 028 - 868
IBP No.
Roll No. 43423