

CONTRACT FOR THE PROCUREMENT OF SCIENCE AND PHYSICS LABORATORY EQUIPMENT (LOT 2- PHYSICS LABORATORY EQUIPMENT)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 15 MAR 2016 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCcidental MINDORO STATE COLLEGE**, a government agency created pursuant to Batas Pambansa Blg. 531 as amended by Republic Act 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

-AND-

The **HYTEC POWER INC.**, a private enterprise/corporation established pursuant to existing laws with business address at 2 T. Cruz St. Cruzville Subd. Zabarte Road, Novaliches, Quezon City, Metro Manila and hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, Invitation to Bid for this Contract was posted in accordance with existing government rules and regulations;

WHEREAS, an Opening of Bids was duly conducted last 10 February 2016;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid for Lot 2 – Physics Laboratory Equipment of the project: Procurement of Science and Physics Laboratory Equipment (B-8661-16-07) through careful Bid Evaluation and Post-qualification;

WHEREAS, the Occidental Mindoro State College has accepted a bid by the Supplier for the supply of those goods and services in the sum of THREE MILLION THREE HUNDRED SEVENTY THOUSAND PESOS (Php3,370,000.00).

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED within SIXTY (60) CALENDAR DAYS, unless additional time shall be allowed to the SUPPLIER by the BUYER in writing the provision of the SPECIFICATIONS herein.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The SUPPLIER shall undertake the PROCUREMENT FOR SCIENCE AND PHYSICS LABORATORY EQUIPMENT - LOT 2 (PHYSICS LABORATORY EQUIPMENT) with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
Lot 2	Physics Laboratory Equipment (based on product catalogue submitted) which includes the following items:	1	lot		3,370,000.00
7	SEK Mechanics 1 Kit (P9901-4B) Ordering Information: <i>Rail stand material</i> <i>Mechanics 1</i> <i>Experimental Manual Mechanics</i> Accessories:	1	set	342,193.23	342,193.23

For HYTEC Power Inc.


ROMEO JOUSECA LAXAMANA
Authorized Representative

For HYTEC Power Inc.


MARICAR R. TRANQUILINO
Administrative Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For HYTEC Power Inc.


ROMULO JOSEF ALAXAMANA
 Authorized Representative

For HYTEC Power Inc.


MARICAR R. TRANQUILINO
 Administrative Manager

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

	<p>Friction Block, multifunctional, 40x40x160 mm</p> <p>Electronic digital balance, 2000/0.1 g</p> <p>Dynamometers, transparent, with zero-point calibration and arresting</p> <ul style="list-style-type: none"> * Dynamometer 0.1 N, transparent * Dynamometer 0.2 N, transparent * Dynamometer 1 N, transparent * Dynamometer 5 N, transparent * Dynamometer 10 N, transparent * Dynamometer 20 N, transparent <p>Computer-assisted data logging</p> <p>VinciLab Data Logger</p> <p>Sensor force, 2 ranges: -5 .. +5N, -50 .. +50N</p> <p>Sensor Motion, 0.2 ... 6 m</p> <p>Includes:</p> <p>Product demonstration and training, calibration and maintenance</p> <p>laboratory manual</p>				
8	<p>SEK Dynamic Kit (P9902-4I)</p> <p>Ordering Information:</p> <p>Rail Stand Material</p> <p>Dynamics</p> <p>Experimental Manual Dynamics</p> <p>Accessories:</p> <p>Ticker Tape Timer</p> <p>Metallic Paper Roll</p> <p>Counter with two light gates, set</p> <p>Computer-assisted Data Logging</p> <p>VinciLab Data Logger</p> <p>Sensor Motion, 0.2 ... 6 m</p> <p>Sensor acceleration, +/-5g</p> <p>Sensor force, 2 ranges: -5 .. +5N, -50 .. +50N</p> <p>Includes:</p> <p>Product demonstration and training, calibration and maintenance</p> <p>laboratory manual</p>	1	set	420,969.18	420,969.18
9	<p>SEK Circular Motion Kit (P9901-4R)</p> <p>Ordering Information:</p> <p>Circular Motion</p> <p>Experimental Manual Circular Motion</p> <p>Includes:</p> <p>Product demonstration and training, calibration and maintenance</p> <p>laboratory manual</p>	1	set	53,931.65	53,931.65
10	<p>SEK Centrifugal Force Kit (P9902-4Z)</p> <p>Ordering Information:</p> <p>Centrifugal Force</p> <p>Experimental Manual Centrifugal Force</p> <p>Accessories:</p> <p>Counter with 2 light gates</p> <p>Includes:</p> <p>Product demonstration and training, calibration and maintenance</p> <p>laboratory manual</p>	1	set	130,358.80	130,358.80
11	<p>SEK Forces and Torque Kit (P9902-4P)</p> <p>Ordering Information:</p> <p>Rail Stand Material</p> <p>Forces and Torque</p> <p>Experimental Manual Forces and Torque</p> <p>Computer-assisted Data Logging</p> <p>VinciLab Data Logger</p> <p>Sensor Motion 0.2 ... 6m</p> <p>Includes:</p> <p>Product demonstration and training, calibration and maintenance</p> <p>laboratory manual</p>	1	set	303,757.92	303,757.92


For HYTEC Power Inc.


ROSENDO JOSEF ALAXAMANA
 Authorized Representative

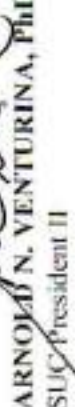
For HYTEC Power Inc.


MARICAR R. TRANQUILINO
 Administrative Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

12	SEK Air Pressure Kit (P9902-4V) Ordering Information: <i>Air Pressure</i> <i>Experimental Manual Pressure</i> Accessories: <i>Digital Balance, electronic, 2000/0.1 g</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual	1	set	61,344.70	61,344.70
13	SEK Vibration and Waves Kit (P9901-4S) Ordering Information: <i>Rail Stand Material</i> <i>Mechanics I</i> <i>Vibration and Waves</i> <i>Experimental Manual Vibrations and Waves</i> Accessories: <i>Function Generator SE</i> <i>Counter with 2 light gates</i> <i>Handheld stopwatch, digital, SE, 1/100 s</i> Computer-assisted data logging <i>VinciLab Data Logger</i> <i>Sensor motion 0.2 ... 6m</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual	1	set	363,957.16	363,957.16
14	SEK Ultrasonic Kit (P9901-4U) Ordering Information: <i>Ultrasonics</i> <i>Experimental Manual Ultrasonics</i> Computer-assisted data logging <i>CoachLab II+ interface, USB, incl. Coach 6 Lite</i> <i>Sensor different voltage, -10 ... +10V</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual	1	set	404,259.00	404,259.00
15	SEK Heat 1 Kit (P9902-4C) Ordering Information: <i>Rail Stand Material</i> <i>Heat 1</i> <i>Experimental Manual Heat 1</i> Accessories: <i>Hot plate small, 500 W</i> <i>Gas cartridge burner</i> <i>Gas cartridge</i> <i>Gas cartridge with valve</i> Computer-assisted data logging <i>VinciLab Data Logger</i> <i>Sensor temperature, with handle, -20 ... 125 °C</i> <i>Sensor pressure, 0 ... 700 kPa</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual	1	set	307,175.26	307,175.26
16	SEK Heat 2 Kit (P9902-5C) Ordering Information: <i>Rail Stand Material</i> <i>Heat 2</i> <i>Experimental Manual Heat 2</i> Accessories: <i>Power Supply</i> <i>Multimeter</i> <i>Handheld Stopwatch, digital, SE</i> Computer-assisted data logging <i>VinciLab Data Logger</i>	1	set	424,048.53	424,048.53

For HYTEC Power Inc.


ROMEL JOSEF A. AXAMANA
Authorized Representative

For HYTEC Power Inc.


MARICAR R. TRANQUILINO
Administrative Manager

	<p>Sensor temperature, with handle, -20 .. 125 °C Sensor pressure, 0 .. 700 kPa Includes: Product demonstration and training, calibration and maintenance laboratory manual</p>				
17	<p>SEK Electromagnetism Kit (P9902-5P) Ordering Information: <i>Electricity I</i> <i>Magnetism</i> <i>Electromagnetism</i> <i>Experimental Manual Electromagnetism Supplements (independent of individual systems)</i> <i>Motor model, construction set</i> <i>Hand generator SE</i> Computer-assisted data logging <i>VinceLab Data Logger</i> <i>Sensor differential voltage, -10 .. +10V</i> <i>Sensor current, -500 .. +500 mA</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual</p>	1	set	372,047.89	372,047.89
18	<p>SEK Electrostatics Kit (P9902-5T) Ordering Information: <i>Electricity I</i> <i>Electrostatics</i> <i>Experimental manual Electrostatics Supplements (single of individual systems)</i> <i>Magnetic Field of Current</i> Includes: Product demonstration and training, calibration and maintenance laboratory manual</p>	1	set	185,956.68	185,956.68

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

2. In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
4. That the SUPPLIER shall comply with the provisions of RA 9184 and its Revised Implementing Rules and Regulations and other legal laws which provides for the criminal liability of the supplier, etc. for violation of any material provision of the contract involving quantity and quality of work resulting to prejudice of the government.
5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

- a. General Conditions of Contract
- b. Special Conditions of Contract
- c. the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
- d. the Schedule of Requirements;
- e. the Technical Specifications;
- f. Invitation to Bid
- g. Instruction to Bidders
- h. Notice of Award
- i. Performance Bond
- j. Notice to Proceed

6. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex D both of the Revised IRR of RA 9184, with the following formula, to wit:

"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."

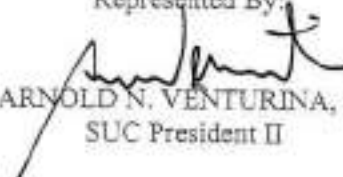
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.
8. Settlement of Dispute – The SUPPLIER is herein obliged to follow the Technical Specifications. If any dispute or difference of any kind whatsoever between the Technical Working Group of the BUYER or authorized representative and the SUPPLIER arising from the execution of Contract and scope of work, the same shall be brought to the OMSC President or his duly authorized representative for settlement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

OCCIDENTAL MINDORO STATE COLLEGE

HYTEC POWER INC.

Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


MARICAR R. TRANQUILING
Administrative Manager

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


ROMEO JOSEF LAXAMANA
Authorized Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF SAN JOSE)

MAR 15 2016

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016, affiants exhibiting to me their Competent Evidence of Identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	CTC N.01033764	MTO-SJOM	01-15-2016
MARICAR R. TRANQUILINO			

WITNESS MY HAND AND SEAL.

Doc. No. 76
Page No. 17
Book No. 44
Series of 2016


A circular notary seal is partially visible, containing the text "NOTARY PUBLIC" and "MUNICIPALITY OF SAN JOSE". A handwritten signature is written over the seal. Below the seal, the number "2753432-6" is printed.

For HYTEC Power Inc.


ROMULO JOSEF ADAXAMANA
Authorized Representative

For HYTEC Power Inc.


MARICAR R. TRANQUILINO
Administrative Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
S&C President II