

## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of 26 JUL 2013 between OCCIDENTAL MINDORO STATE COLLEGE, Rizal St., San Jose, Occidental Mindoro, hereinafter called the "Entity" and N. B. GARCIA CONSTRUCTION, Aurora Subd., Labangan Pob., San Jose, Occ. Mindoro, represented by Mr. William F. Manzano, Attorney-in-Fact, hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute CONSTRUCTION OF 2-STOREY 12 CLASSROOM GED BUILDING AT OMSC LABANGAN – Phase 2 (B-8661-13-12), hereinafter called "the Works" and the Entity has accepted the Bid for FOUR MILLION SIX HUNDRED FORTY-FIVE THOUSAND PESOS ONLY (P4,645,000.00) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (n) General and Special Conditions of Contract
  - (o) Drawings/Plans
  - (p) Specifications
  - (q) Invitation to Bid
  - (r) Instructions to Bidders
  - (s) Bid Data Sheet
  - (t) Addenda and/or Supplemental/Bid Bulletins, if any
  - (u) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (v) Eligibility requirements, documents and/or statements
  - (w) Performance Security
  - (x) Credit line issued by a licensed bank, if any
  - (y) Notice of Award of Contract and the Bidder's conforme thereto
  - (z) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

Contract # omsc-ca-infr-13-15 , n.b. garcia const. (GED Bldg-ph 2 - labangan)

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

OCCIDENTAL MINDORO  
STATE COLLEGE  
Entity

N.B. GARCIA CONSTRUCTION  
Contractor

Represented by:

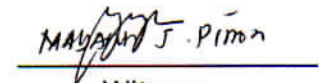
Represented by:

By Authority of the OMSC-BOT  
Per Resolution No. 18 & 19, s 2001 & 2005

  
ARNOLD N. VENTURINA, Ph. D.  
SUC President II

  
WILLIAM F. MANZANO  
Attorney-in-Fact

  
GRACE M. ANCHETA  
Witness

  
MAYNARD J. PISON  
Witness

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this 26 JUL 2013 day of 26 JUL 2013, 2013, at San Jose, Occidental Mindoro, Philippines. Affiants are personally known to me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibiting to me their Competent Evidence of Identity with their photographs and signatures appearing thereon:

Name	ID No./CTC No.	Issued At	Issued On/Expires On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	November 6, 2012
WILLIAM F. MANZANO	Driver's License No. D13-93-009385	San Jose, Occ. Mindoro	March 24, 2013

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ATTY. REY G. LAPAGA  
UNTIL [unclear] 2013  
PTR 2243 [unclear] 1978/S-10M  
IBP 8516 [unclear] 1978/S-10M  
ROLL OF ATTORNEY 25780/1978