

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of NOV 28 2013 between OCCIDENTAL MINDORO STATE COLLEGE, Rizal St., San Jose, Occidental Mindoro, hereinafter called the "Entity" and FIRMABUILT CONSTRUCTION, 1119 Langka Road, Doña Consuelo Subd, San Jose, Occ. Mindoro, represented by Ms. Marilyn P. Novilla, Proprietor/Authorized Managing Officer, hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute CONSTRUCTION OF WATER STATION BUILDING AT OMSC MURTHA (B-8661-13-29), hereinafter called "the Works" and the Entity has accepted the Bid for FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED TWENTY-SIX PESOS AND 13/100 (P599,626.13) 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:
 - (a) General and Special Conditions of Contract
 - (b) Drawings/Plans
 - (c) Specifications
 - (d) Invitation to Bid
 - (e) Instructions to Bidders
 - (f) Bid Data Sheet
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements
 - (j) Performance Security
 - (k) Credit line issued by a licensed bank, if any
 - (l) Notice of Award of Contract and the Bidder's conforme thereto
 - (m) 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.

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


FIRMABUILT 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


MARILYN P. NOVILLA
Proprietor/Authorized Managing Officer


GRACE M. ANCHETA
Witness


ARNULFO P. NOVILLA III
Witness

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this 28 NOV 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.	San Jose,	
	D13-03-021457	Occ. Mindoro	November 6, 2012
	CTC No. 12876919	San Jose,	
		Occ. Mindoro	January 14, 2013
MARILYN P. NOVILLA	Passport No. xx2221517	San Jose,	
	CTC No. 36625407	Occ. Mindoro	January 7, 2013

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ATTY. REY G. LADAGA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
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ROLL OF ATTORNEY 25780/1976