

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
SPORTS EQUIPMENT AND MATERIALS**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 24 October 2013 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCCIDENTAL MINDORO STATE COLLEGE**, a government agency created pursuant to BP 531 as amended by RA 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

-AND-

The **GESSNEC GENERAL MERCHANDISE**, a private enterprise/corporation established pursuant to existing laws with business address at Brgy 6, San Jose, Occidental Mindoro 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 October 2013;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid 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 TWO HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED FIFTY NINE PESOS AND 0/100 (Php289,459.00).

WHEREAS, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on the third (3rd) day following the date of the NOTICE TO PROCEED and completion of the same within THIRTY (30) 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:

1. The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF PAINTING MATERIALS with the following Technical Specifications:

Item No.	Description	Amount (in Php)
1	Arnis equipment, medium/large, red & blue, 2 sets, <i>Stix</i>	13,000.00
2	Arnis padded stick, red, 25 pcs, <i>Stix</i>	6,250.00
3	Arnis padded stick, blue, 25 pcs, <i>Stix</i>	6,250.00
4	Boxing gloves top pro, 12 oz, red & blue, 1 set, <i>Twins</i>	2,990.00
5	Boxing gloves top pro, 14 oz, red & blue, 1 set, <i>Twins</i>	3,250.00
6	Boxing head gear top pro, red & blue, 1 pair, <i>Twins</i>	7,150.00
7	Boxing groin guard top pro, red & blue, 1 pair, <i>Twins</i>	7,540.00
8	Punching bag twins, heavy bag, 1 pc, <i>Kix</i>	3,705.00
9	Punching bag twins, 45kg, 1 pc, <i>Kix</i>	3,185.00
10	Mouth guard single gum, 4 pcs	1,000.00
11	Skipping rope, blue, 2 pcs	990.00

For Gessnac General Merchandise

[Signature]
MARIBETH S. DIMALAL
Staff/Witness

For Occidental Mindoro State College

[Signature]
MIRORA C. JAVIER
Atty-in-fact

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant in Charge

For Occidental Mindoro State College

[Signature]
ARNOLD N. VENTURINA, PhD
SJC President II

For General Merchandise:


 MARILYN S. DIMAILA
 Staff/Witness

For General Special Merchandise:


 AURORA C. JAVIER
 Atty-at-Law

For Occidental Mindoro State College:


 GRACIE M. ANCHETA, CPA
 Accountant III/Witness

For Occidental Mindoro State College:


 ARMOJI N. VENTURINA, PhD
 SUC President II

12	Focus mitts, 2 pairs, <i>Twins</i>	10,920.00
13	Boxing punching ball, 2 pcs, <i>Twins/Speedball</i>	8,320.00
14	Karate do mitts, medium, red & blue, 4 pairs, <i>Peak</i>	3,380.00
15	Karate do mitts, large, red & blue, 4 pairs, <i>Peak</i>	3,380.00
16	Karate do foot guard shin guard, medium, red & blue, 4 pairs, <i>Peak</i>	9,360.00
17	Karate do foot guard shin guard, large, red & blue, 4 pairs, <i>Peak</i>	9,360.00
18	Karate do belts, red & blue, 4 pcs, <i>Peak</i>	940.00
19	Karate do groin guard, 3 pcs, <i>Peak</i>	2,250.00
20	Karate do feminine guard, 3 pcs, <i>Peak</i>	1,875.00
21	Karate do body vest, medium, white, 2 pcs, <i>Atake</i>	4,680.00
22	Karate do body vest, large, white, 2 pcs, <i>Atake</i>	4,680.00
23	Mouth guard, 10 pcs, <i>Peak/Kix</i>	2,900.00
24	Kick shield power trainer, 1 pc, <i>Peak</i>	1,950.00
25	Focus mitts, 4 pairs, <i>Peak</i>	13,000.00
26	DHS wind series handle, 5 pcs, <i>DHS</i>	9,750.00
27	Table tennis rubber, red & black, 2 pcs, <i>Acuda Tibhar</i>	5,980.00
28	Table tennis rubber Genius tibhar, red & black, 2 pcs, <i>Bega Tibhar</i>	6,500.00
29	Table tennis rubber LKT soft china, red & black, 4 pcs, <i>LKT</i>	3,380.00
30	Table tennis rubber typhoon, red & black, 2 pcs	1,170.00
31	Table tennis net with post, blue, 2 pcs, <i>DHS</i>	1,300.00
32	Table tennis ball joola gold, 40mm, gold, 10 boxes, <i>Nitaku</i>	2,350.00
33	Table tennis case butterfly, black, 5 pcs, <i>Stiga</i>	3,900.00
34	Kick pad kix, 6 pcs	3,510.00
35	Kick shield kix, 4 pcs	6,760.00
36	Armour kix, #2, 4 pcs	4,680.00
37	Head gear with chin guard, 4 pcs, <i>Kix</i>	6,760.00
38	Arm/Sitin/Instep, 4 pcs, <i>Kix</i>	3,640.00
39	Male groin guard, 4 pcs, <i>Kix</i>	2,496.00
40	Feminine guard, 4 pcs, <i>Kix</i>	2,184.00
41	Hand gloves, #7, 4 pcs	4,420.00
42	Gear bag, 4 pcs, <i>Kix</i>	2,184.00
43	Basketball net, 10 pcs	1,850.00
44	Tumbling mat, 4x8 feet, blue, 3 pcs	17,550.00
For Mamburao/Sablayan		
1	Volleyball net, black, with cable, 4 pcs	1,980.00
2	Badminton racket, 10 pcs, <i>Yonnex</i>	7,800.00
3	Badminton net, red, 20 pcs, <i>Yonex</i>	11,700.00
4	Shuttle cock, 10 tubes, <i>Yonnex</i>	5,850.00
5	Table tennis racket, 4 pcs, <i>Butterfly</i>	2,080.00
6	Table tennis table double fish, 2 pcs, <i>Speedbro</i>	23,000.00
7	Table tennis ball Joola gold, 40mm, gold, 20 boxes, <i>Nitaku</i>	4,700.00
8	Sepak takraw ball, yellow, 8 pcs, <i>501 marathon</i>	3,640.00
9	Sepak takraw net marathon, black, 4 pcs, <i>Gajahemas</i>	5,200.00
10	Scrabble board, 4 pcs	840.00
TOTAL	TWO HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED FIFTY NINE PESOS AND 0/100	289,459.00

- 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.
- The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
- 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.:

- 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

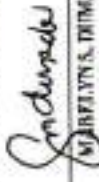
6. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex 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.

For Gessner General Merchandise

MARYLYN S. TIMMALIT
Staff/Witness

For Gessner General Merchandise
AURORA C. JAVIER
Atty-in-fact

For Occidental Mindoro State College

GRACIA M. ANCHOFETA, CPA
Accountant IUP/Witness

For Occidental Mindoro State College
ARNOLD N. VENTURINA, PhD
SUC President II


OCCIDENTAL MINDORO STATE COLLEGE

GESSNEC GENERAL MDSE.

Represented By:

Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


AURORA C. JAVIER
Atty-in-fact

CERTIFIED TRUE COPY

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


MABELYN S. DUMALE
Staff/Witness

For Classes General Merchandise:

MABELYN S. DUMALE
Staff/Witness

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this 24 OCT 2013 day of OCT 2013, 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.

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
AURORA C. JAVIER	Postal ID No. 7520410	San Jose, Occ. Mindoro	

For Classes General Merchandise:

AURORA C. JAVIER
Atty-in-fact

For Occidental Mindoro State College:

GRACE M. ANCHETA, CPA
Accountant III/ Witness

WITNESS MY HAND AND SEAL.

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ATTY. REY G. LABAGA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
PTR 2252685 / 1-15-2013 / SJO
IBP 851680 / 1-15-2013 / SJO
ROLL OF ATTORNEY 25780/1974

For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PhD
SJC President II

CERTIFIED TRUE XEROX COPY

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