

CONTRACT FOR THE SUPPLY AND DELIVERY OF GREENHOUSE WITH DRIP IRRIGATION SYSTEM

For Manna-lig Agri-Industrial Supply & Support Corp.

[Signature]
JOVEYN C. AREVALO
Staff/Witness

DEC 19 2013

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ 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-

For Manna-lig Agri-Industrial Supply & Support Corp.

[Signature]
MARIA CORAZON L. MANALIGOD
Vice President

The **MANNA-LIG AGRI-INDUSTRIAL SUPPLY AND SUPPORT CORP.**, a private enterprise/corporation established pursuant to existing laws with business address at 5F Richville Corporate Tower, Madrigal Bus. Park Alabang-Zapote Rd., Alabang, Muntinlupa City 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 02 December 2013;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest 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 FIVE HUNDRED TWENTY NINE THOUSAND EIGHTY ONE PESOS AND 41/100 (Php529,081.41).

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.

For Occidental Mindoro State College:

[Signature]
GRACE M. ANCHETA, CPA
Accountant III/ Witness

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF GREENHOUSE WITH DRIP IRRIGATION SYSTEM with the following Technical Specifications:

Item No.	Description	Unit Price (in Php)	Total (in Php)
1	Greenhouse with irrigation system, 2 units <ul style="list-style-type: none"> • Area: 120 sq. meters (24 M x 5 M x 3.6 M) • Galvanized materials used to protect from corrosion • Gutter: Galvanized gutter (with downspout) at 2.0 meters above the ground (to gather rainwater where areas have difficult water source and to direct flow of rainwater to avoid flooding inside the greenhouse) • Column: Galvanized pipes 40mm at 2.2 meters from the ground • Column spacing: 5m x 1.5m 	264,540.70	529,081.41

For Occidental Mindoro State College:


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

CERTIFIED TRUE XERUX COPY
[Signature]
OMSC - PAC

For Manna-lig Agri-Industrial Supply & Support Corp.


JOVELYN C. ARREVALO
State Witness

For Manna-lig Agri-Industrial Supply & Support Corp.


MARIA CORAZON L. MANALIGOD
Vice President

For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

	<ul style="list-style-type: none"> • Column foundation: concrete at 20cm x 20cm x 80cm (anchored on concrete for additional strength and longer life span of the structure) • Arc: G.I. pipe 25mm at 3.6 meters above the ground (peak) • Shade net: 40% shade retractable, silver color to deflect heat • With manual lever to easily operate the retractable shade net • Plastic roofing: PE plastic 200 micron • Insect Proofing: insect net 24 mesh • With anteroom for utility purposes and pest control • With foot dip for disinfection and sanitary purposes • With 2 sets swing doors for better greenhouse sealing against insect entry • With cables on sides for added support to structure • All weather structure (can withstand up to 150kph wind velocity) • With bigger posts and arcs • With drip irrigation system inclusive of water tank • Suited for both leafy and vine crops • Transferable, expandable and easy to install • Designed for Philippine climate and condition 		
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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.:
 - 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.

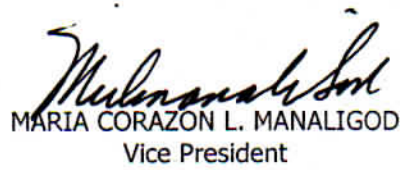
OCCIDENTAL MINDORO STATE COLLEGE

MANNA-LIG AGRI-INDUSTRIAL
SUPPLY AND SUPPORT CORP.

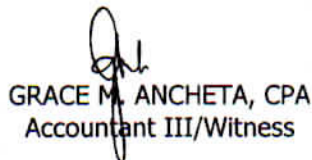
Represented By:

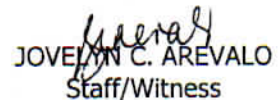
Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


MARIA CORAZON L. MANALIGOD
Vice President

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


JOYELYN C. AREVALO
Staff/Witness

CERTIFIED TRUE XEROX COPY

OMSC-540

ACKNOWLEDGEMENT

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

DEC 19 2013

SUBSCRIBED AND SWORN to before me this _____ day of _____, 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.

For Mamma-lig Agri-Industrial Supply & Support Corp.

[Signature]
JOVELYN C. AREVALO
Staff/Witness

For Mamma-lig Agri-Industrial Supply & Support Corp.

[Signature]
MARIA CORAZON L. MANALIGOD
Vice President

Name
[Signature]
ARNOLD N. VENTURINA

ID No.
Driver's License No.
D13-03-021457

Issued At
San Jose,
Occ. Mindoro

Issued On
Nov. 6, 2012

MARIA CORAZON L. MANALIGOD

Community Tax Certificate
07889230
D# 04-0362786-D

Muntinlupa city
Jan. 25, 2013

WITNESS MY HAND AND SEAL.

For Occidental Mindoro State College:

[Signature]
GRACE M. ANCHETA, CPA
Accountant III/ Witness

Doc. No.
Page No.
Book No.
Series of 2013

ARNOLD N. VENTURINA, JR.
Notary Public
Until December 31, 2013
PTR No. 1214577-01-02-2013
City of Muntinlupa
IN No. 137-734-500
0114 25786

For Occidental Mindoro State College:

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

CERTIFIED TRUE XEROX COPY
[Signature]
OMSC-BAG