

## CONTRACT FOR THE SUPPLY AND DELIVERY OF PAINTING MATERIALS

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 08 MAY 2014 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 **MARJAY ENTERPRISES**, a private enterprise/corporation established pursuant to existing laws with business address at Barangay 2, Poblacion, 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 30 April 2014;

**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 EIGHT HUNDRED NINETY TWO THOUSAND ONE HUNDRED SEVENTEEN PESOS AND 85/100 (Php892,117.85).

**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:**

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

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Elastomeric waterproofing paint (Cream Surprise), <b>Sun &amp; Rain</b>	110	Pail	3,183.25	350,157.50
2	Elastomeric waterproofing paint (King Cerulean), <b>Sun &amp; Rain</b>	67	Pail	3,183.25	213,277.75
3	Elastomeric waterproofing paint (Burst of Green), <b>Sun &amp; Rain</b>	17	Pail	3,183.25	54,115.25
4	Elastomeric waterproofing paint (Java Moss), <b>Sun &amp; Rain</b>	6	Pail	3,183.25	19,099.50
5	Elastomeric waterproofing paint (Blue Jeans), <b>Sun &amp; Rain</b>	31	Pail	3,183.25	98,680.75

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For Marjay Enterprises:

  
M.K. JENNIFER N. ROXAS  
Witness

For Marjay Enterprises:

  
MARILYN P. NOVILLA  
Proprietress

For Occidental Mindoro State College:

  
GRACE M. ANCHETA, CPA  
Accountant III, Witness

For Occidental Mindoro State College:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

For Marjay Enterprises:

  
MA. JENNIFER N. ROXAS  
Witness

6	Semi-Gloss Enamel White, <i>Davies</i>	42	Pail	3,054.85	128,303.70
7	Glazing Putty, <i>Davies</i>	4	Gal	823.90	3,295.60
8	Concrete Putty, <i>Davies</i>	4	Gal	470.80	1,883.20
9	Paint Thinner	37	Gal	299.60	11,085.20
10	Sandpaper	100	Pc	24.61	2,461.00
11	Pallet	20	Pair	26.75	535.00
12	1" Paint Brush	20	Pc	29.96	599.20
13	2" Paint Brush	20	Pc	29.96	599.20
14	4" Paint Brush	30	Pc	64.20	1,926.00
15	9" Paint Roller with Pan	50	Pc	80.25	4,012.50
16	4" Paint Roller	30	Pc	69.55	2,086.50
<b>TOTAL</b>	<b>EIGHT HUNDRED NINETY TWO THOUSAND ONE HUNDRED SEVENTEEN PESOS AND 85/100</b>				<b>Php892,117.85</b>

For Marjay Enterprises:

  
MERLYN P. NOVILLA  
Proprietress

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:

  
GRACE M. ANCHETA, CPA  
Accountant III/ Witness

- 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

For Occidental Mindoro State College:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

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

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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.

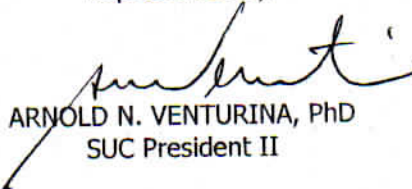
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

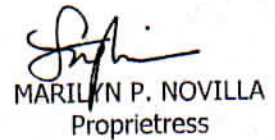
OCCIDENTAL MINDORO STATE COLLEGE

MARJAY ENTERPRISES

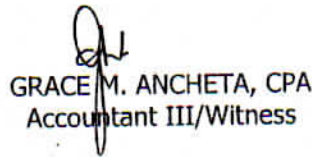
Represented By:

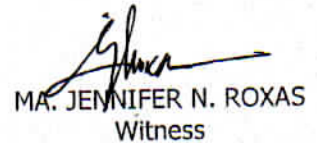
Represented by:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

  
MARILYN P. NOVILLA  
Proprietress

In the Presence of:

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
MA. JENNIFER N. ROXAS  
Witness

### ACKNOWLEDGEMENT

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

00 MAY 2014

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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
MARILYN P. NOVILLA			

WITNESS MY HAND AND SEAL.

Doc. No. 1054  
Page No. 92  
Book No. 284  
Series of 2014

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**ATTY. MELVIN SAYCO DOMINGO -**  
**SECRETARY PLADAGA SERVICES**  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2015