

CONTRACT FOR THE SUPPLY AND DELIVERY OF SCIENCE LABORATORY EQUIPMENT (LOT 1 – SCIENCE LABORATORY FIXTURES)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this DEC 29 2014 in San Jose, QUEZON CITY, 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 **ELITE SCIENTIFIC & DIAGNOSTIC INTERNATIONAL SUPPLIES CORP.**, a private enterprise/corporation established pursuant to existing laws with business address at Pasig 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 15 July 2014;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid (for Lot 1 – Science Laboratory Fixtures) 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 MILLION FIVE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED TWELVE PESOS AND 0/100 (Php2,514,712.00).

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 PURCHASE ORDER 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 SCIENCE LABORATORY FIXTURES with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Physics Table, 1m W x 3.6m L x 0.9m H, 10 seats <ul style="list-style-type: none"> Countertop: 16mm thick Solid Phenolic Resin 16mm thick, acid, heat, stain, scratch and chemical resistant Solid Phenolic Resin counter 	6	Unit	95,000.00	570,000.00

For Elite Scientific and Diagnostic International Supplies Corp.
[Signature]
ALSOLARA RELLOSA
Witness

For Elite Scientific and Diagnostic International Supplies Corp.
[Signature]
RAMON A. RELLOSA,
Authorized Representative

For Occidental Mindoro State College:
[Signature]
GRACE M. ANCHETA, CPA
Accountant III Witness

For Occidental Mindoro State College:
[Signature]
AROLD N. VENTURINA, PhD
SAC President II

For Elite Scientific and Diagnostic Intern-
tional Supplies Corp.


ALSOLA, RELLOSA
Witness

Witness

For Elite Scientific and Diagnostic International
Supplies Corp.


RAMON A. RELLOSA
Authorized Representative

Authorized Representative

For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III Witness

Accountant III Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

SUC President II

	<p>top</p> <ul style="list-style-type: none"> Base Cabinets/ Carcass: Type: Highly Pressurized Laminate ("Post-formed") With base cabinet with breakdown as follows: base cabinet@3600-length With Powder coated finish metal base frame and legs with adjustable leveler Six (6) units legroom with pullout drawers in hand grab type handle. With Highly Pressurized Laminated finish low type reagent rack. Six (6) units two gang electrical outlets. 				
2	<p>Demonstration table (0.6m W x 1.68m L x 0.90m H)</p> <ul style="list-style-type: none"> counter top: 16mm thick Solid Phenolic Resin 16mm thick, acid, heat, stain, scratch and chemical resistant Solid Phenolic Resin counter top Base Cabinets/ Carcass: Type: Highly Pressurized Laminate ("Post-formed") With base cabinet with breakdown as follows: base cabinet@1680mm-length One (1) unit two swing outdoor cabinet with pullout drawers in hand grab type handle and adjustable shelves. One (1) unit sink cabinet with two swing outdoors and fixed panel. One (1) unit acid resistant polypropylene sink bowl complete with traps and drain fittings. One (1) unit goose neck water faucet One (1) unit gas spicket. One (1) unit two gang electrical outlet. 	3	Unit	62,350.00	187,050.00
3	<p>Laboratory Stools (0.30m Dia x 0.60m H) Specifications:</p> <ul style="list-style-type: none"> Molded resin seat board, epoxy powder coated steel legs and frames with hard rubber footing 	110	Pc	1,900.00	209,000.00
4	<p>Chemistry Table with end sink 1.00m W x 3.00m L x 0.90m H, 8 seaters</p> <ul style="list-style-type: none"> Countertop: 16mm thick Solid Phenolic Resin 16mm thick, acid, heat, stain, scratch and chemical resistant Solid Phenolic Resin counter top Base Cabinets/ Carcass: Type: Highly Pressurized Laminate("Post-form") With base cabinet with breakdown as follows: base cabinet@3000mm-length With powder coated finish metal base frame and legs with adjustable leveler Six (6) units legroom with pullout drawers in hand grab type handle. With Highly Pressurized Laminated finish reagent rack 	7	Unit	164,300.00	1,150,100.00

For Elite Scientific and Diagnostic International Supplies Corp.


ALSOLINA R. RELLOSA
Witness

For Elite Scientific and Diagnostic International Supplies Corp.


RAMON A. RELLOSA
Authorized Representative

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"> Two (2) units hanging type water spicket with acid resistant polypropylene cup sink complete with traps and drain fittings Two (2) units single post, two way 180° gas spicket One (1) unit end sink cabinet with two swing outdoors and fix panel. One (1) unit acid resistant polypropylene sink bowl complete with traps and drain fittings. One (1) unit powder coated finish gooseneck water faucet. One (1) unit acrylic pegboard with polypropylene peg sticks. Four (4) units two gang electrical outlets. 				
5	<p>Fume Hood Fume Hood (Model 1000, Dint 1000mm W x 760mm D x 2250mm H)</p> <ul style="list-style-type: none"> 16mm thick, acid, heat, stain, scratch and chemical resistant Solid Phenolic Resin counter top. Vertically sliding flexi-glass door with rigid frame and handle. Using molded resin interior casing and acid resistant baffle. Epoxy white paint finished GI sheet upper casing. One (1) unit vapor proof bulb 220V One (1) unit heavy duty electrical switch (for motor blower and light) One (1) unit 2-gang electrical outlet, 220V With Highly Pressurized laminated base cabinet with two swing out and fixed panel One (1) unit imported gas spicket. One (1) unit imported gooseneck water faucet. One (1) unit acid resistant polypropylene cup sink complete with p-trap and drain fittings. Molded finished front panels. Molded Resin blower housing. 1 HP imported electric motor (US brand), 220V, 60Hz single phase cont. type. One (1) unit polypropylene impeller fan One (1) unit 8" dia. PVC duct (10 ft. long) with accessories. Good for 1 storey building ducting installation 	3	Unit	132,854.00	398,562.00
Total	TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED TWELVE PESOS AND 0/100			Php2,514,712.00	

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.

For Elite Scientific and Diagnostic International Supplies Corp.

ALSOLA J. RELLOSA

Witness

For Elite Scientific and Diagnostic International Supplies Corp.

RAMON A. RELLOSA

Authorized Representative

For Occidental Mindoro State College

GRACE MANCHETA, CPA

Accountant III Witness

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD

SUC President II

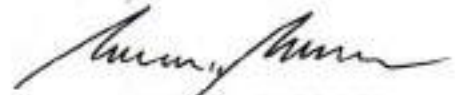
OCCIDENTAL MINDORO
STATE COLLEGE

ELITE SCIENTIFIC & DIAGNOSTIC
INTERNATIONAL SUPPLIES CORP


Represented By:

Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


RAMON A. RELLOSA
Authorized Representative

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


ALSOLA J. RELLOSA
Witness

ACKNOWLEDGEMENT

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


DEC 29 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.

<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
RAMON A. RELLOSA	N08-80-010884	East Ave. Q.C	August 13, 2014

WITNESS MY HAND AND SEAL.

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ATTY. JAY T. BORROMELO
Notary Public
Linnol Dec. 31, 2014
RPN No. 911297 / 01-01-14, Q.C.
RTE No. 9032848 / 01-03-14, Q.C.
Roll No. 40469 / TIN 156-545-217
Adm. Matter No. A-11055 (2013-2014) Q.C.
MCLE Compliance No. IV 2406B
Add. Police Clearance Section, QCPO
Quezon City Hall, Quezon City