

**CONTRACT FOR THE PROCUREMENT
OF PHOTOGRAPHY AND SCIENCE LABORATORY EQUIPMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 03 MAR 2016 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 **SCIENCE GEAR ENTERPRISES**, a private enterprise/corporation established pursuant to existing laws with business address at Unit 217, Bldg 8 Residencias de Manila, Nagtahan corner Jesus St. Pandacan Manila 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, after two (2) failed biddings, OMSC thru the use of alternative method specifically Negotiated Procurement invited and requested bidders to submit their proposal. Opening of Proposal was on January 22, 2016;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid for Lot 1 and 2 for the project: Procurement of Photography And Science Laboratory Equipment 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 ONE MILLION FIVE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED TWENTY PESOS AND 0/100 (Php1,536,520.00).

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED 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 execution of the project: PROCUREMENT OF PHOTOGRAPY AND SCIENCE LABORATORY EQUIPMENT with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
Lot 1	Photography Laboratory Equipment				
1	Nikon D3200 DSLR Camera with 18-55 lens	12	unit	67,450.00	809,400.00
2	Flat tripod Kit Maximum Load: 13.2 lb (6kg) Max Height (24° LEG ANGLE) with Column Extended : 65.2 in (165.5 cm) Maximum Load: 13.2 lb (6kg) Max Height (24° LEG ANGLE) with Column Retracted: 53.35 in (135.5 cm) Minimum Height: 8.07 in (20.5cm) Folded Length: 22.2 in (56.39 cm)	12	unit	3,400.00	40,800.00

For Science Gear Enterprises


ARSENIO C. CAPARAS
Manager/Witness

For Science Gear Enterprises


DANTE V. BISCOCHO
Proprietor

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President III

	Number of Leg Sections: 4 Quick Release (QR) Plate: PU50 Weight: 3.92 lb (1.78 kg)				
3	Nikon AF-S DX NIKKOR 55-300mm f/4.5-5.6G ED VR Lens	3	unit	24,620.00	73,860.00
4	540w Studio Flash Lighting set 3 x 180 watt light kit	1	set	87,990.00	87,990.00
5	Testa Gialla Spotlight Code: BHL-2000	1	unit	15,700.00	15,700.00
6	Backdrop Stand and Crossbar kit	1	unit	25,695.00	25,695.00
Lot 2	Scientific Equipment				
7	Ohaus PA214 Laboratory Scale (Analytic and precision balance)	1	unit	97,800.00	97,800.00
8	Vernier Calipers	1	unit	750.00	750.00
9	Centrifuge Machine, Digisystem Model DSC156T	1	set	13,540.00	13,540.00
10	Ceramic Hot plate stirrer, 115V Thomas#: 1198Q88	2	unit	30,600.00	61,200.00
11	Circulatory System Model 3B#:G30	1	set	31,450.00	31,450.00
12	Distillation Apparatus Thomas#:1188H05	1	unit	7,150.00	7,150.00
13	DNA Model Nasco#:SB45825M	1	set	7,700.00	7,700.00
14	MD-0018, DC Motor Kit	1	set	1,890.00	1,890.00
15	Electric Motor Model	1	set	2,800.00	2,800.00
16	Extraction apparatus, 125 ml	1	set	16,280.00	16,280.00
17	Eye & Orbit Model ACC#:JS6513	1	set	5,395.00	5,395.00
18	Fetus Development Set Nasco#: SB47759U	1	set	28,200.00	28,200.00
19	DM-0069, Free Fall Apparatus	1	unit	4,200.00	4,200.00
20	Hematocrit Centrifuge Digisystem Model: DSC100MH-2	1	pc	33,570.00	33,570.00
21	Human Embryo Model, 25 times life size Model: EIS-AM121AAS	1	set	6,580.00	6,580.00
22	Human Skeleton Model	1	set	22,335.00	22,335.00
23	Human Torso Model	1	set	18,200.00	18,200.00
24	Mason Hygrometer Nasco#: SB14152M	1	unit	3,095.00	3,095.00
25	Incubation Oven Cat#L 546	1	unit	55,700.00	55,700.00
26	PB-0010, Ripple Tank Apparatus	1	set	5,000.00	5,000.00
27	RS-0012 Photometer	1	unit	4,400.00	4,400.00
28	Solar System Model Nasco#:SB24098M	1	set	3,590.00	3,590.00
29	OHAUS® Triple Beam Balance - Capacity: 610g; Sensitivity 1g Nasco#TB24105M	3	unit	7,850.00	23,550.00
30	Circulating Water Bath DSB-500/DSB-1000	1	unit	28,700.00	28,700.00
	TOTAL for Lot 1 and 2				1,536,520.00

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. Notice of Award
 - d. Performance Bond
 - e. Notice to Proceed

For Science Gear Enterprises



ARSENIO C. CAPARAS
Manager/Witness

For Science Gear Enterprises



DANTE V. BISCOCHO
Proprietor

For Occidental Mindoro State College



GRACE M. ANCHIETTA, CPA
Accountant III

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."

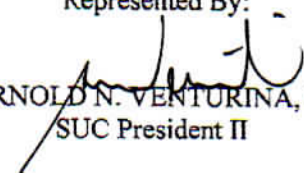
- 7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall 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.

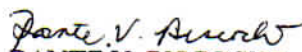
OCCIDENTAL MINDORO STATE COLLEGE

SCIENCE GEAR ENTERPRISES


Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


DANTE V. BISCOCHO
Proprietor

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


ARSENIO C. CAPARAS
Manager/Witness

ACKNOWLEDGEMENT

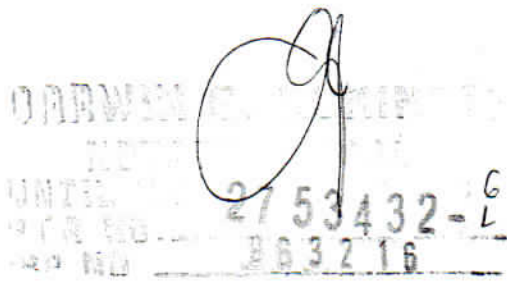
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF SAN JOSE)

SUBSCRIBED AND SWORN to before me this MAR 3 day of 2016, 2016, 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	CTC No.01033764	MTO-SJOM	01/15/2016
DANTE V. BISCOCHO	CTC No.25299666	Manila	02/03/2016

WITNESS MY HAND AND SEAL.

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Series of 2016


A circular notary seal with a signature over it. The seal contains the text: "NOTARY PUBLIC", "MUNICIPALITY OF SAN JOSE", "PROVINCE OF OCCIDENTAL MINDORO", and "REPUBLIC OF THE PHILIPPINES". The signature is written in blue ink. Below the seal, the number "2753432-6" is stamped.

For Science Gear Enterprises


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