

**CONTRACT FOR THE PROCUREMENT OF COPY PRINTER
(Lot 1 of the project: Procurement of Copy Printer, Photocopier
Machine and High Yield Toner for Photocopier Machine)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 18 JUL 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 **PHILIPPINE DUPLICATORS, INC.**, a private enterprise/corporation established pursuant to existing laws with business address at CCC Building, Km 14, West Service Road, Edison Avenue, Barangay Merville, Parañaque 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 June 20, 2016;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid for Lot 1 – Copy Printer of the project: Procurement of Copy Printer, Photocopier Machine and High Yield Toner for Photocopier Machine (B-8661-16-13) 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 THREE HUNDRED FOUR THOUSAND PESOS (PHP304,000.00)

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 PROCUREMENT FOR COPY PRINTER, PHOTOCOPIER MACHINE AND HIGH YIELD TONER FOR PHOTOCOPIER MACHINE – LOT 1 (COPY PRINTER) with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Gestetner Copy Printer Model DX 2430 With Free: 4 units steel cabinet 4 rolls Master 4 crgs. CP ink Technical Specifications: as per enclosed brochure; lifetime free service warranty Machine Guarantee: 12 mos. or 1,000,000 copies whichever comes first	4	Unit	76,000.00	304,000.00

For Philippine Duplicators, Inc.

LUIS SAN JUAN

Account Executive/Witness

For Philippine Duplicators, Inc.

MA. TERESA A. NAVARRO

Sales Manager

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD

SUC President II

For Philippine Duplicators, Inc.


LUIS SAN JUAN
 Account Executive/Witness

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

For Philippine Duplicators, Inc.



MA. TERESA A. NAVARRO
 Sales Manager

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.

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College

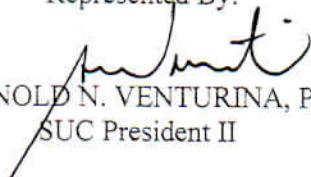

ARNOLD N. VENTURINA, PhD
 SUC President II

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

PHILIPPINE DUPLICATORS, INC.


Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


MA. TERESA A. NAVARRO
Sales Manager

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


LUIS SAN JUAN
Account Executive / Witness

ACKNOWLEDGEMENT

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

18 JUL 2016 SUBSCRIBED AND SWORN to before me this _____ day of _____, 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	EC6651530	DFA-MANILA	02-01-2016
MA. TERESA A. NAVARRO	N04-84-018614	LTO-QC	04-11-2016

WITNESS MY HAND AND SEAL.

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DARWIN E. LAMINATA
NOTARY PUBLIC
UNTIL DEC 31 2016
PTR NO. 275343246
IBP NO 963216

For Philippine Duplicitors, Inc.


LUIS SAN JUAN
Account Executive/Witness

For Philippine Duplicitors, Inc.


MA. TERESA A. NAVARRO
Sales Manager

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