

CONTRACT FOR THE PROCUREMENT OF AIR CONDITION UNITS AND AIR COOLER (LINE ITEMS 3 & 4)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 24 FEB 2017 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 **VPR MARKETING** a private enterprise/corporation established pursuant to existing laws with business address at J.P Rizal Street, San Vicente, Calapan 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, as per Resolution No. 16-28, Series of 2016 dated September 30, 2016, recommending the failure of bidding (as per Section 35.1.a) and to procure the same through use of other alternative methods of procurement specifically Negotiated Procurement (as per Section 53 of Revised IRR of RA 9184);

WHEREAS, the said project was posted at PhilGEPS website using the alternative method of procurement (Negotiated Procurement) and the Requests for Quotation under OMSC-RFQ-16-130, the same forwarded to prospective bidders;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid for Line Items 3 and 4 for the project: Procurement of Air Condition Units (ACU) and Air Cooler (B-8661-16-15) 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 NINETY-SIX THOUSAND SIX HUNDRED THIRTY PESOS (PHP596,630.00).

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.

For VPR Marketing

[Signature]
DANIELE T. BALCE
Authorized Representative/Witness

For VPR Marketing

[Signature]
RICBENSON M. MARASIGAN
General Manager

For Occidental Mindoro State College

[Signature]
GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

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

1 to 4

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SUPPLIER shall undertake the completion of the project: Procurement of Air Condition Units (ACU) and Air Cooler (B-8661-16-15) Line Items 3 and 4 with the following Technical Specifications:

| Item No. | Item & Specification | Unit | Qty | VPR Marketing Total Cost in Php (inclusive of VAT and freight) |
|-----------------|--|------|-----|--|
| 3 | Panasonic Air Condition Unit (MD: CW-SC95VPH) 1.5HP Manual W - 655 D - 750 H - 472 Phase: Single Volts: 230Vz Freq: 60Hz Capacity: 13 000kj/h Current: 5.4A Power Input: 1,210W EER: 10.67 Refrigerant: R22 520 grams | unit | 3 | 53,130.00 |
| 4 | Panasonic Air Condition Unit (MD: CW-SC185EPH) 2HP Manual W - 795 D - 875 H - 545 Phase: Single Volts: 230Vz Freq: 60Hz Capacity: 19 000kj/h Current: 8.4A Power Input: 1,801W EER: 10.6 Refrigerant: R22 765 grams | Unit | 25 | 543,500.00 |
| TOTAL BID OFFER | | | | 596,630.00 |

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

For VPR Marketing


DANDEE T. BALCE
Authorized Representative/Witness

For VPR Marketing


RICBENSON M. MARASIGAN
General Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, 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

VPR MARKETING


Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


for-
RICBENSON M. MARASIGAN
General Manager

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


DANDIE T. BALCE
Authorized Representative / Witness

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this **24 FEB 2017** of _____, 2017, 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 |
| RICBENSON M. MARASIGAN | | | |

WITNESS MY HAND AND SEAL.

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ATTY. REY C. LADAGA
NOTARY PUBLIC
MY COMMISSION EXPIRES ON SEPTEMBER 31/2017
PTR 246000, BARANGAY SAN JOSE, OCC. MDO.
IBP 553117040000 Y 11220000, OCC. MDO.
ROLL OF ATTORNEY 25780/1975
MCLE V-0021886

For VPR Marketing


DANDJE T. BALCE
Authorized Representative/Witness

For VPR Marketing


RICBENSON M. MARASIGAN
General Manager

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