

CONTRACT FOR THE PROCUREMENT OF MUSICAL INSTRUMENTS AND ACCESSORIES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this JAN 19 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 **LAZER SUPERIOR INSTRUMENTS, INC.**, a private enterprise/corporation established pursuant to existing laws with business address at 2/F R&G Building, #305 Roosevelt Ave., corner M.H. Del Pilar Street, San Antonio, Quezon 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 December 19 2016;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the Procurement of Musical Instruments and Accessories under project Reference No. B-8661-16-19 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 FOUR HUNDRED SIXTY-ONE THOUSAND SEVENTY-ONE PESOS and 80/100 (PHP461,071.80)

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED within SIXTY (60) 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 MUSICAL INSTRUMENTS AND ACCESSORIES with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	Lazer Superior Instruments, Inc. Unit Cost in Php (inclusive of VAT and freight)	Lazer Superior Instruments, Inc Total Cost in Php (inclusive of VAT and freight)
1	AWD-754B Bb Baritone Horn Brand: Lazer Made in China Specifications: Bb Key / Gold Lacquer Standard model, marching construction. It is lightweight and easily manoeuvrable, ideal for marching. The sound is rich and full, and blends beautifully. It features 3 top action valves, bore 12.4mm (.490"), bell 230mm (9"), yellow brass finish, stainless steel valves, 2 water keys, lacquer. Complete with hard case and silver-plated mouthpiece.	2	pc	Php37,926.00	Php75,852.00

For LAZER Superior Instruments, Inc.


DEJHARR AYAM
Authorized Representative/Witness

For LAZER Superior Instruments, Inc.


GINA E. PANGANIBAN
General Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


RYOLD N. VENTURINA, PhD
SUC President II

For LAZER Superior Instruments, Inc.


DESHAIRE AYAM
Authorized Representative/Witness

For LAZER Superior Instruments, Inc.


GINA E. PANGNIBAN
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

2	AWX-275T Bb Trumpet Brand: Lazer Made in China Specifications: Bb Key / Gold Lacquer Features a .460" bore with a red brass lead pipe designed for superior tone production. This trumpet also features sturdy construction with a main tuning slide brace, yellow brass slide receiver tubes, a first-valve thumb saddle, and an adjustable third-valve finger ring for easy intonation adjustment. The BTR-300 trumpet includes a mouthpiece and ABS hard shell case	10	pc	Php13,545.00	Php135,450.00
3	AWC-124T Bb Tenor Trombone Brand: Lazer Made in China Specifications: has a responsive .500 bore and a resonant 8 bell. It possesses a standard lead pipe and braced standard hand slide. The instrument is composed of yellow brass with a chrome inner hand slide and a lacquer finish; with a small shank mouthpiece and a moulded case.	5	pc	Php32,508.00	Php162,540.00
	AWC-151A Bb Alto Trombone Brand: Lazer Made in China Specifications: has a responsive .500 bore and a resonant 8 bell. It possesses a standard lead pipe and braced standard hand slide. The instrument is composed of yellow brass with a chrome inner hand slide and a lacquer finish; with a small shank mouthpiece and a moulded case.	5	pc	Php17,157.00	Php85,785.00
5	CF40 Whistle Set Brand: Fox40 Made in China Includes whistle, tip guard, and lanyard	10	pc	Php144.48	Php1,444.80
TOTAL					Php461,071.80

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.

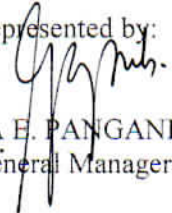
OCCIDENTAL MINDORO STATE COLLEGE

LAZER Superior Instruments, Inc.


Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


GINA E. PANGANIBAN
General Manager

In the Presence of:



GRACE M. ANCHETA, CPA
Accountant III/Witness


DELLAH R. AYAM
Authorized Representative / Witness

For LAZER Superior Instruments, Inc.


DEE-APR. AYAM
Authorized Representative/Witness

For LAZER Superior Instruments, Inc.


GINA E. PANGANIBAN
General Manager

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOOLD N. VENTURINA, PhD
SUC President II

ACKNOWLEDGEMENT

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

QUEZON CITY, M.M


JAN 19 2017

SUBSCRIBED AND SWORN to before me this _____ day 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
GINA E. PANGANIBAN	CTC17474231	Quezon City	01-18-2016

WITNESS MY HAND AND SEAL.

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