

CONTRACT FOR THE PROCUREMENT OF LABORATORY TOOLS AND EQUIPMENT FOR THE COLLEGE OF AGRICULTURE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this MAR 28 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 **HUMIL INTERNATIONAL CORPORATION** a private enterprise/corporation established pursuant to existing laws with business address at 419 Alegria Street, Sampaloc, 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, the Opening of Bids for the 2nd posting of the ITB was duly conducted last January 31, 2017;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Laboratory Tools and Equipment for the College of Engineering under Project Reference No. B-8661-16-23 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 Nine Hundred Twenty-Five Thousand Pesos (PHP925,000.00);

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED within 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:

- The SUPPLIER shall undertake the completion of the project: Procurement of Laboratory Tools and Equipment for the College of Agriculture with the following Technical Specifications (*based on product catalogue submitted*):

Item No.	Item & Specification	Unit	Qty	HUMIL Unit Cost in Php (inclusive of VAT and freight)	HUMIL Total Cost in Php (inclusive of VAT and freight)
1	Soil Auger	Set	4	14,000.00	56,000.00
2	Soil Test Kit	Set	20	5,000.00	100,000.00
3	Double Ring Infiltrometer	Set	1	137,000.00	137,000.00
4	GPS Navigator	Pc	5	19,000.00	95,000.00
5	Oven, Electric 40cmx60cmx50cm	Unit	2	30,000.00	60,000.00

For HUMIL International Corp.

For HUMIL International Corp.

For Occidental Mindoro State College

For Occidental Mindoro State College

ARTHUR E. DEAN

Authorized Representative/Witness

RAMIL O. BONGAT

President

GRACE M. ANCHETA, CPA

Accountant III

ARNOLD N. VENTURINA, PhD

SUC President II

6	Leaf Area Meter	Set	1	143,000.00	143,000.00
7	Microscope, Dual Eye Piece	Pc	2	45,000.00	90,000.00
8	Vertical Portable Autoclave	Unit	1	60,000.00	60,000.00
9	Rapid Test Kit	Kit	5	6,000.00	30,000.00
10	Castration Kit	Kit	5	7,000.00	35,000.00
11	Dissecting Kit	Kit	5	2,000.00	10,000.00
12	Caponizing Kit	Kit	5	6,000.00	30,000.00
13	Rectal Thermometer, with Aluminum/Stainless casing	Pc	2	7,000.00	14,000.00
14	Weighing Scale, Top Loading, 1 KG cap	Unit	1	60,000.00	60,000.00
15	Weighing Scale, Hanger Type, 100KG cap	Unit	1	5,000.00	5,000.00
	TOTAL BID OFFER				925,000.00

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ARNOLD N. VENTURINA, PhD

SUC President II

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.

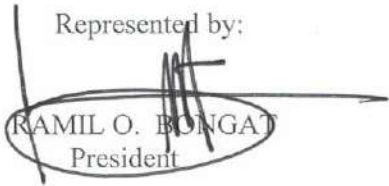
OCCIDENTAL MINDORO STATE COLLEGE

HUMIL INTERNATIONAL CORP.


Represented By:



ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


RAMIL O. BONGAT
President

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


ARTHUR E. DEAN
Authorized Representative / Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF ~~SAN LOPE~~ **MANILA**)

SUBSCRIBED AND SWORN to before me this **MAR 28 2017** 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
RAMIL O. BONGAT	EC0226009	DFA MANILA	06-02-2014

WITNESS MY HAND AND SEAL.

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NOTARY PUBLIC
PTR NO. 597741 12-21-16 MANILA
IBP NO. 1051157/ 11-04-16 12-31-19
TIN NO. 266-572-734 / ROLL NO. 53624
MCLE V- 0005640 1-20-15
COMMISSION NO. 2017-034
RM. 102 NPC BLDG. MAGALLANES DRIVE
INTRAMUROS MANILA