

**CONTRACT FOR THE PROCUREMENT OF OFFICE
SUPPLIES FOR THE 1ST QUARTER OF CY 2017****KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 20 MAR 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 **GESSNEC GENERAL MERCHANDISE** a private enterprise/corporation established pursuant to existing laws with business address at Rizal Street, Pob. Barangay VI, San Jose, Occidental Mindoro 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 February 21, 2017;

WHEREAS, the **SUPPLIER'S** bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Office Supplies for the 1st Quarter of CY 2017 under Project Reference No. B-8661-17-03 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 Seven Hundred Eighty-Nine Thousand Five Hundred Eighteen Pesos and 84/100 (PHP789,518.84);

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:

- The **SUPPLIER** shall undertake the completion of the project: **PROCUREMENT OF OFFICE SUPPLIES FOR THE 1ST QUARTER OF CY 2017** with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	GESSNEC Total Cost in Php (inclusive of VAT and freight)
	Procurement of Office Supplies for the 1st Quarter of CY 2017			
	COMMON OFFICE SUPPLIES			
1	ART PAPER, assorted color	pack	7	546.00
2	BALLPEN, Better Ball Point Stick pen Ink Color: Black	piece	533	12,472.20

For GESSNEC General Merchandise

AURORA C. JAVIER

Authorized Representative/Witness

For GESSNEC General Merchandise

SANTIAGO V. JAVIER JR.

Proprietor/Owner

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD

SUC President II

	Point Type: Fine			
3	BALLPEN, Better Ball Point Stick pen Ink Color: Blue Point Type: Fine	piece	375	8,775.00
4	BALLPEN, Better Ball Point Stick pen Ink Color: Red Point Type: Fine	piece	358	8,377.20
5	BALLPEN, Fine Ballpen .5- Black	piece	414	2,529.54
6	BALLPEN, Fine Ballpen .5 - Blue	piece	203	1,240.33
7	BALLPEN, Fine Ballpen .5 - Red	piece	147	898.17
8	CERTIFICATE FRAME, 8.5x11	piece	143	9,295.00
9	CLASS RECORD, College	piece	105	3,003.00
10	CLIP, bulldog, 73mm (3")	piece	141	1,146.33
11	FASTENER, for paper, plastic, 50 sets per box	box	18	444.60
12	GLUE STICK	piece	99	643.50
13	LAMINATING FILM, 222x50x250 microns	roll	3	2,632.50
14	MAP PIN, round head, 100 pieces per case	case	16	520.00
15	PAPER, A3, 2978x420mm, 500 sheets	ream	2	728.00
16	PAPER, Bristol, Vellum Board, white, long, 10/pack	pack	10	284.10
17	PAPER, Bristol, Vellum Board, white, short, 10/pack	pack	16	368.64
18	PAPER, Construction, Long, asstd color	ream	58	11,310.00
19	PAPER, Mimeo Groundwood, A4	ream	371	37,619.40
20	PAPER, Mimeo Groundwood, Legal	ream	1,479	149,970.60
21	PAPER, Mimeo, Whitewove, Legal	ream	165	22,436.70
22	PAPER, Photo Glossy, A4, 180 gsm 10's	pack	38	2,850.00
23	PAPER, Specialty, Board, Long, 185gsm, 10s/pack, White	pack	50	2,041.00
24	PAPER, Specialty, Board, Short, 10's/pack	pack	12	358.80
25	PAPER, Specialty, For Cover, Long, Cream/Pastelle-White, 10's/pack	pack	354	10,418.22
26	PAPER, Specialty, Short, 20's	pack	58	1,421.58
27	PAPER, Sticker, Legal	ream	40	1,560.00
28	PAY ENVELOPE	box	3	804.00
29	RING BINDER, 16mm x 1.12mm, plastic, 10pcs/bundle	bundle	17	1,878.50
30	RING BINDER, 25mm x 1.12mm, plastic, 10pcs/bundle	bundle	20	3,380.00
31	TAPE, Double Sided, 24mm, 50m	roll	113	3,231.80
32	STAPLER, with Staple Remover	piece	17	4,756.60
	COMMON JANITORIAL SUPPLIES			
33	BLEACHING LIQUID	bottle	69	2,938.02
34	DOORMAT, Cotton	piece	61	1,744.60
35	FLOOR BRUSH, with handle	piece	61	7,137.00
36	MURIATIC ACID	bottle	521	23,705.50
37	PAIL, Big	piece	193	16,308.50
38	TOILET BOWL, Brush with handle	piece	243	7,897.50
39	TOILET DEODORANT CAKE, 99% paradichlorobenzene, 50gms, 3pcs/pack	box	304	8,299.20
	COMPUTER SUPPLIES			
40	COMPUTER RIBBON REFILL	piece	137	3,883.90
41	INK CART, Brother MFC 3520, black (LC563BK)	cart	29	17,342.00
42	INK CART, Brother MFC 3520, cyan (LC563C)	cart	15	7,125.00
43	INK CART, Brother MFC 3520, magenta (LC563M)	cart	15	7,125.00
44	INK CART, Brother MFC 3520, yellow (LC563Y)	cart	15	7,125.00
45	INK CART, BROTHER, BT 5000C, Cyan	cart	57	27,075.00

For GESSNEC General Merchandise

For GESSNEC General Merchandise

For Occidental Mindoro State College

For Occidental Mindoro State College



AURORA C. JAVIER
Authorized Representative/Witness



SANTIAGO V. JAVIER JR.
Proprietor/Owner



GRACE M. ANCHETA, CPA
Accountant III



ARNOLD N. VENTURINA, PhD
SUC President II

46	INK CART, BROTHER, BT 5000M, Magenta	cart	57	27,075.00
47	INK CART, BROTHER, BT 5000Y, Yellow	cart	57	27,075.00
48	INK CART, BROTHER, BT 6000BK, Black	cart	87	41,325.00
49	RIBBON CART, Epson LQ-300	cart	159	29,971.50
50	TONER CART, BROTHER, TN-2380	cart	59	218,924.81
	TOTAL			789,518.84

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.

For GESSNEC General Merchandise

AURORA C. JAVIER

Authorized Representative/Witness

For GESSNEC General Merchandise

SANTIAGO V. JAVIER, JR.

Proprietor/Owner

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

ARNOBIO 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.

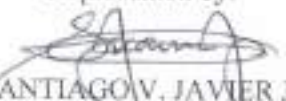
OCCIDENTAL MINDORO STATE COLLEGE

GESSNEC GENERAL MERCHANDISE

Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II

Represented by:


SANTIAGO V. JAVIER JR.
Proprietor / Owner

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


AURORA C. JAVIER
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 20 MAR 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.

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	EC6651530	DFA-MANILA	02-01-2016
SANTIAGO V. JAVIER JR.	EC5744466	DFA - Angeles	10-20-2015

WITNESS MY HAND AND SEAL.

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ATTY. PEY C. LADAGA
NOTARY PUBLIC
MY COMMISSION EXPIRES ON DECEMBER 31/2017
PTR 340345-0000-0000 HOUSE, OCC. MDO.
IBP 363247-00-2017 HOUSE, OCC. MDO.
ROLL OF ATTORNEY 25780/1975
MCLE V- 0021886