Contract/Agreement MAR 2 6 2013

THIS AGREEMENT made the _____ day of _______, 2013, between OCCIDENTAL MINDORO STATE COLLEGE of San Jose, Occidental Mindoro, Philippines (hereinafter called "the Entity") of the one part and HUMIL INTERNATIONAL TRADING, 419 Alegria Street, Sampaloc, Manila, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS, the OCCIDENTAL MINDORO STATE COLLEGE invited Bids for the SUPPLY AND DELIVERY OF EQUIPMENT FOR EDTECH AND INDUSTRIAL ENGINEERING LABORATORY (B-8661-13-01), and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of ONE MILLION SIX HUNDRED THOUSAND PESOS AND 0/100 (P1,600,000.00), (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form and the Price Schedule submitted by the Bidder;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract; and
 - f. the Entity's Notification of Award
- 3. In consideration of the payments to be made by the OCCIDENTAL MINDORO STATE COLLEGE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Entity hereby covenants to pay the Supplier in the consideration of the provision of the goods and services and the remedying of defects therein, the Contact Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

OCCIDENTAL MINDORO STATE COLLEGE

HUMIL INTERNATIONAL TRADING
Supplier

Represented by:

Represented by:

By Authority of the OMSC-BOT

Per Resolution No. 18 & 19, s 2001 & 2005

ARNOLD N. VENTURINA, PhD

SUC President II

ARTHUR E. DEAN Authorized Representative

GRACE M. ANCHETA

Witness

ACKNOWLEDGEMENT

SUBSCR	IBED AND	SWORN	to	before	me	this
exhibiting to me	his Compe	etent Evic	den	ce of Ic	lenti	ty.

MARy 2 6 2013

, 2013, affiant

<u>Name</u>

ID No.

Issued At

Issued On

ARNOLD N. VENTURINA

Driver's License No. D13-03-021457

San Jose, Occ. Mindoro

November 6, 2009

ARTHUR E. DEAN

SSS No.

Manila

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