

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
EQUIPMENT FOR ENGINEERING AND TECHNOLOGY DEPARTMENT**


ROWENA B. MUPADA
Product Manager/Witness

KNOW ALL MEN BY THESE PRESENTS:

SEP 03 2013

This Contract made and entered into this ___ day of _____ 2013 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCcidental MINDORO STATE COLLEGE**, a government agency created pursuant to BP 531 as amended by RA 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

-AND-

The **STATE ALLIANCE ENTERPRISES, INC.**, a private enterprise/corporation established pursuant to existing laws with business address at 283 G. De Rivera Street, San Nicolas, 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, an Opening of Bids was duly conducted last 05 August 2013;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid 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 THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS AND 0/100 (P937,777.00).

WHEREAS, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on the third (3rd) day following the date of the NOTICE TO PROCEED and completion of the same 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:

1. The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF EQUIPMENT FOR ENGINEERING AND TECHNOLOGY DEPARTMENT with the following Technical Specifications:

Item No.	Description	Amount (in Php)
1	Air compressor, 1 HP, Vespa, 1 unit	15,715.00
2	Bread Board Elditest Input Voltage, 33 Vac, 70v dc, type, 1 Unit	1,696.00
3	NTSC Color Bar Pattern Generator, Model: CPG-1366A Brand: Lodestar, Taiwan	15,600.00
4	Drafting table with fluorescent lamp under glass, std Hole driver set, 3 Units	111,429.00

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President


GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PHD
SUC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Product Manager/Witness


LYNDON C. ANG
President



GRACE M. ANCHETTA, CPA
Accountant III/Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

	software	
7	Single Acting Cylinder MAL Series with accessories Model: AIRTAC, 1 HP, 2 Units	13,800.00
8	Double Acting Cylinder MAL Series with accessories Model: AIRTAC, 1 HP, 2 Units	14,942.00
9	Hydraulic knockout punches, hole driver kit, hole digger set, SYK-8B	13,800.00
10	<p>New SOUTH Upgraded Electronic Digital Theodolite, ET-05, Taiwan, Latest model Built to withstand toughest job, durability, precision and accuracy</p> <p>NOTE: Transit is no longer in production for most manufacturers of surveying equipment</p> <p>Specifications:</p> <ul style="list-style-type: none"> • ISO 9001 Quality Certified/Guaranteed • 30x Magnification • 5 seconds reading • USB connection cable ready • Large dual display • Absolute encoding • With memory EDM ready • Waterproof/Dustproof • User-friendly, easy to operate • Fully loaded with surveying/construction operation • One year warranty on parts and service <p>Accessories Included:</p> <ul style="list-style-type: none"> • Instruction Manual – 1 pc • Carrying case – 1 pc • Quick charger – 1 pc • Calibrating tools – 1 pc • Plumb bob – 1 pc • Battery packed – 1 pc • Extra battery cassette – 1 pc • Dual lock tripod – 1 pc • Includes demo/training on site 	78,572.00
11	<p>Computer Set with complete accessories, 9 Sets Model: P6-2312d Brand: Hewett Packard Operating System: Windows 8 64Bit Processor: Intel Corei3 3220 3.30 Ghz (3rd Gen) Mother Board: Intel H61 PCH Chipset: Intel Ivy Bridge Processor Memory: 4GB (DDR3) Hard Drive: 1TB (SATA), 7200 RPM Optical Drive: DVD Super-Multi Drive Graphics: Intel HD Graphics Network: Lan:10/100/1000 Mbps Audio: HD Audio Keyboard/Mouse: HP Keyboard & Optical Board Monitor: 20" HP W207a LED Monitor Ports: 4x USB 2.0 Ports, Line-Out, Lan Internal Power Supply: 300W (100V-240V) and 750 Watts AVR Warranty (1 year on parts and services)</p>	408,006.00
TOTAL	NINE HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS AND 0/100	937,777.00

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


 ROWENA B. MUPADA
 Product Manager/Witness


For State Alliance Enterprises, Inc.


 LYNDON C. ANG
 President

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.


 GRACE M. ANCHETA, CPA
 Accountant III/Witness

For Occidental Mindoro State College:

ARNOLD 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

STATE ALLIANCE ENTERPRISES INC.


Represented By:

Represented by:

In the Presence of:


ROWENA B. MUPADA
Product Manager/Witness


GRACE M. ANCHETA, CPA
Witness


ROWENA B. MUPADA
Product Manager/Witness

ACKNOWLEDGEMENT

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

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President


SUBSCRIBED AND SWORN to before me this SEP 03 2013 day of 2013,
2013, affiants exhibiting to me their Competent Evidence of Identity, 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	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
LYNDON C. ANG	Driver's License No. N09-83-011843	Quezon City	Aug. 20, 2010

GRACE M. ANCHETA, CPA
Accountant III/ Witness

WITNESS MY HAND AND SEAL.

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RAFAEL CHRIS F. TESTON
Notary Public for City of Manila
UNTIL EXPIRES FEB 28, 2014
COM. NO. 27777-2013-034
RM. 214 The Tech Center, Escolta, Mla.
ROLL OF ATTY'S NO. 36550
TIN 119-862-401
IBP NO. 890461 11/05/12 Mla. II
PTR NO. 1450873 01/11/13 Mla.

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II