

CONTRACT FOR THE SUPPLY AND DELIVERY OF PAINTING MATERIALS

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 22nd day of October 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 **M. SALES ENTERPRISES**, a private enterprise/corporation established pursuant to existing laws with business address at Lukban St., Brgy 8, 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 16 October 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 **THREE HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED PESOS AND 0/100 (Php375,800.00)**.

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 PAINTING MATERIALS with the following Technical Specifications:

Item No.	Description	Amount (in Php)
1	Flat Wall Enamel, 20 pails (<i>Dutch Boy/Davies</i>)	42,200.00
2	QDE, 20 pails, (<i>Dutch Boy/Davies</i>)	52,000.00
3	Elastomeric Paint, Cream Surprise, 85 pails, (<i>Davies</i>)	212,500.00
4	Elastomeric Paint, King Cerulean, 25 pails, (<i>Davies</i>)	62,500.00
5	Paint Roller Brush, 9", 30 pcs	1,950.00
6	Paint Roller Brush with pan, 9", 10 sets	1,650.00
7	Paint Brush 4", 20 pcs	2,000.00
8	Paint Brush 2", 20 pcs	1,000.00
TOTAL	THREE HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED PESOS AND 0/100	375,800.00

For M. Sales Enterprises


RIZA G. SAULONG
Staff Witness

For M. Sales Enterprises


MERJINDA P. SALES
Owner/Manager

For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:


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.

For M. Sales Enterprises


 REZA C. SAULONG
 Staff Witness

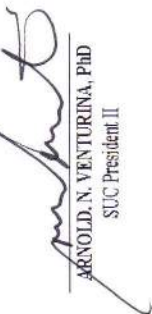
For M. Sales Enterprises


 MERIENDA P. SALES
 Owner/Manager

For Occidental Mindoro State College.


 GRACE M. ANCHETA, CPA
 Accountant III Witness

For Occidental Mindoro State College.


 ARNOLD N. VENTURINA, PhD
 SUC President II

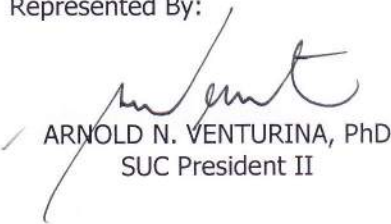
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

OCCIDENTAL MINDORO STATE COLLEGE

M. SALES ENTERPRISES

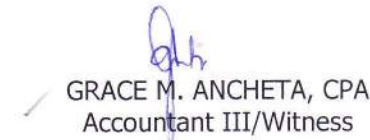
Represented By:


Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


MERLINDA P. SALES
Owner/Manager

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


RIZA C. SAULONG
Staff/Witness

ACKNOWLEDGEMENT


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

SUBSCRIBED AND SWORN to before me this 25th day of October, 2013, 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	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
MERLINDA P. SALES	Postal ID No. 7520353	San Jose, Occ. Mindoro	Jan. 30, 2009

WITNESS MY HAND AND SEAL.

Doc. No. 1048
Page No. 91
Book No. 264
Series of 2013


ATTY. REY G. LADAGA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
PTR 25382521-15-2013/SJMM
BA 251620 / 1-15-2013/SJMM
ROLL OF ATTORNEY 257801571