

CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORTS MATERIALS AND EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 175 MAY 2014 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 **NEW STAR SPORTING GOODS**, a private enterprise/corporation established pursuant to existing laws with business address at 1243 Oroquieta St., Sta. Cruz, 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 14 April 2014;

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 EIGHTY TWO THOUSAND FIVE HUNDRED SIX PESOS AND 0/100 (Php382,506.00).


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 SPORTS SUPPLIES AND EQUIPMENT with the following Technical Specifications:

Item No.	Description	Qty/ Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Tumbling mat, 4x8 ft (blue), <i>Local</i>	9	4,444.44	40,000.00
2	Meterstick, <i>Local</i>	18	17.00	306.00
3	Stopwatch, <i>Sport Timer</i>	18	600.00	10,800.00
4	Whistle, <i>Fox 40</i>	20	80.00	1,600.00
5	Badminton racket, <i>Black Knight</i>	80	800.00	64,000.00
6	Shuttle cock, <i>Black Knight</i>	42	420.00	17,640.00
7	Badminton net, <i>GTO</i>	12	230.00	2,760.00
8	Table Tennis Double fish, <i>China</i>	6	10,000.00	60,000.00
9	Table Tennis Rocket, <i>Stiga</i>	30	320.00	9,600.00
10	Table Tennis Ball Joola Gold 40mm gold, <i>Nittaku</i>	50	170.00	8,500.00
11	Arnis stick, Red, <i>Stix</i>	85	200.00	17,000.00
12	Arnis stick, Blue, <i>Stix</i>	85	200.00	17,000.00

For New Star Sporting Goods:


GAYNO DARIO O. BERINO III
Witness


For New Star Sporting Goods:


SUSANA ONG BERINO
Proprietress

For Occidental Mindoro State College:

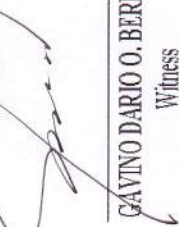

GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

13	Cone 12", <i>China</i>	55	100.00	5,500.00
14	Volleyball Tricolor, <i>Mikasa MVA 350</i>	25	1,000.00	25,000.00
15	Volleyball Net black with Cable, <i>Local</i>	11	600.00	6,600.00
16	Basketball GG7, <i>Molten GG7</i>	27	1,800.00	48,600.00
17	Softball, <i>Wilson</i>	40	650.00	26,000.00
18	Baseball, <i>Spalding</i>	40	350.00	14,000.00
19	Futsal ball 4mm, <i>Star</i>	2	1,300.00	2,600.00
20	Kickboard, <i>China</i>	6	250.00	1,500.00
21	Pullbouy, <i>China</i>	6	250.00	1,500.00
22	Google, <i>China</i>	10	200.00	2,000.00
TOTAL	THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED SIX PESOS AND 0/100			Php382,506.00

For New Star Sporting Goods:


GAVINO DARIO O. BERINO III
Witness

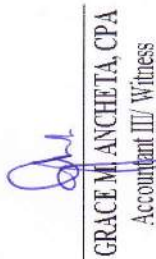
2. In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Implementing Rules 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.:

For New Star Sporting Goods:


SUSANA ONG BERINO
Proprietress

- 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

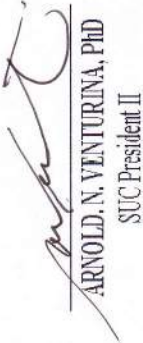
For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

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."

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

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.

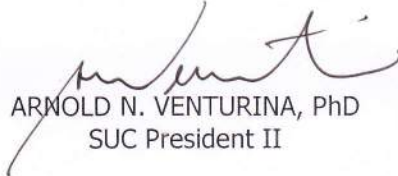
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

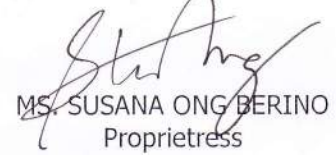
OCCIDENTAL MINDORO STATE COLLEGE

NEW STAR SPORTING GOODS

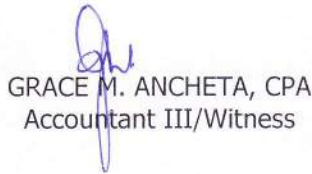
Represented By:

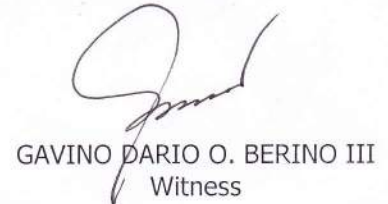
Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


MS. SUSANA ONG BERINO
Proprietress

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


GAVINO DARIO O. BERINO III
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S

15 MAY 2014

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014, 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
SUSANA ONG BERINO	Driver's License No. N09-78-028005		

WITNESS MY HAND AND SEAL.

Doc. No. 491
Page No. 100
Book No. LXXXIII
Series of 2014


TY. DOLORESINDO I. PANER
NOTARY PUBLIC - UNTIL DEC. 31, 2015
360 A. J. VILLEGAS ST. MALATE, MANILA TEL. 527 8823
PTR NO. 2502603 - 01/02/14 IBP NO. 841338 - 10/01/13
COMM NO. 2714-027 / ROLL NO. 21082
TIN NO. 118-701-698-000
*SOLE COMMISSIONER 22 JUNE 13 - 27 JULY 13