

## CONTRACT FOR THE SUPPLY AND DELIVERY OF OFFICE AND JANITORIAL SUPPLIES

**KNOW ALL MEN BY THESE PRESENTS:**

10 JUL 2014

This Contract made and entered into this \_\_\_\_\_ 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 St., Brgy 6, 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 10 June 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 SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED FORTY ONE PESOS AND 0/100 (Php796,341.00).

**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 PURCHASE ORDER 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:

- The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF OFFICE AND JANITORIAL SUPPLIES with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	ALCOHOL, <i>Casino</i> , 68%-70%, SCENTED, 500ML (-5ML), ethyl, colorless clear liquid, fully miscible in water in plastic bottle, flip-top cap	53	bottle	85.00	4,505.00
2	Ballpoint pen, black, <i>Pilot</i>	65	piece	25.00	1,625.00
3	Ballpoint pen, blue, <i>Pilot</i>	41	piece	25.00	1,025.00
4	Ballpoint pen, red, <i>Pilot</i>	36	piece	25.00	900.00
5	Ballpoint pen, <i>Titus</i> , Black	303	piece	7.00	2,121.00

For Gessmec General Merchandise:

*Signature*  
MABELYN S. DUMALE  
Staff/Witness

For Gessmec General Merchandise:

*Signature*  
AURORA C. JAVIER  
Atty-in-fact

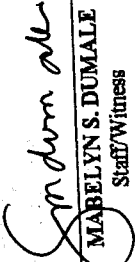
For Occidental Mindoro State College:

*Signature*  
GRACE M. ANCHETA, CPA  
Accountant III/ Witness

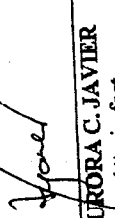
For Occidental Mindoro State College:

*Signature*  
ARNOLD N. VENTURINA, PhD  
SUC President II

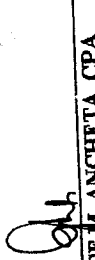
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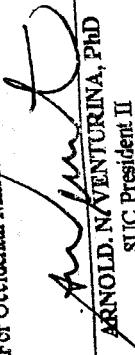
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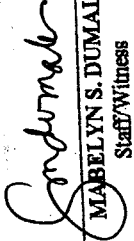
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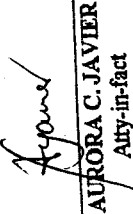
6	Ballpoint pen, <i>Titus</i> , Blue	172	piece	7.00	1,204.00
7	Ballpoint pen, <i>Titus</i> , Red	95	piece	7.00	665.00
8	CALCULATOR, <i>Karce</i> , ELECTRONIC, 12 DIGITS CAP, LCD display, two-way power source(solar and cell)	20	unit	350.00	7,000.00
9	Certificate Frame, 8 1/2"x11"	33	piece	110.00	3,630.00
10	COLUMNAR NOTEBOOK, 24 cols, <i>Valiant</i>	30	piece	115.00	3,450.00
11	COLUMNAR PAD, 4 cols, 50 gsm min. <i>Valiant</i>	1	pad	116.00	116.00
12	COMPACT DISK STORAGE CASE, 50 CDs capacity, min, made of durable plastic or nylon fabric, double sided sleeves, with closure	27	piece	150.00	4,050.00
13	Computer Ribbon Refill	147	piece	42.00	6,174.00
14	Epson Printer Ink,T6641 (Black), <i>Original EPSON cartridge</i>	33	Bottle	450.00	14,850.00
15	Epson Printer ink,T66412(cyan) <i>Original EPSON cartridge</i>	31	Bottle	450.00	13,950.00
16	Epson Printer ink,T6643 (Magenta) <i>Original EPSON cartridge</i>	31	Bottle	450.00	13,950.00
17	Epson Printer ink,T6644 (yellow) <i>Original EPSON cartridge</i>	31	Bottle	450.00	13,950.00
18	Felt Paper, asstd color	120	piece	25.00	3,000.00
19	Filing Rack, 3 Layers, Steel	4	piece	350.00	1,400.00
20	FLASH DRIVE, 16GB, USB 2.0, plug and play <i>Toshiba</i>	8	piece	800.00	6,400.00
21	FLASH DRIVE, 8GB, USB 2.0, plug and play <i>Toshiba</i>	30	piece	580.00	17,400.00
22	FOLDER, morocco/fancy, A4 size, 50s/pack	2	bundle	600.00	1,200.00
23	FOLDER, morocco/fancy, legal size, 50s/pack	3	pack	750.00	2,250.00
24	Glue Gun	1	piece	150.00	150.00
25	Glue Stick	20	piece	10.00	200.00
26	INK CARTRIDGE, Epson C13T105190, Black, for printer Stylus T10/T11/ T13/ T30/T20E/C79/C90/TX100/TX110/TX111/TX200/TX210/TX400/TX550W/TX300F/TX510FN/TX600FW/CX3900/CX5500/CX5900/CX6900F/CX8300/CX9300F, Pigment - 73N <i>Original EPSON cartridge</i>	20	cart	670.00	13,400.00
27	INK CARTRIDGE, Epson C13T105290, Cyan, for printer Stylus T10/T11/ T13/ T30/T20E/C79/C90/TX100/TX110/TX111/TX200/TX210/TX400/TX550W/TX300F/TX510FN/TX600FW/CX3900/CX5500/CX5900/CX6900F/CX8300/CX9300F, Pigment - 73N <i>Original EPSON cartridge</i>	20	cart	670.00	13,400.00
28	INK CARTRIDGE, Epson C13T105390, Magenta, for printer Stylus T10/T11/ T13/ T30/T20E/C79/C90/TX100/TX110/TX111/TX200/ TX210/TX400/TX550W/ TX300F/TX510FN/TX600FW/CX3900/CX5500/CX5900/ CX6900F/CX8300/CX9300F, Pigment - 73N <i>Original EPSON cartridge</i>	20	cart	670.00	13,400.00
29	INK CARTRIDGE, Epson C13T105490, Yellow, for printer Stylus T10/T11/ T13/ T30/T20E/C79/C90/TX100/TX110/TX111/TX200/ TX210/TX400/TX550W/ TX300F/TX510FN/TX600FW/CX3900/CX5500/CX5900/	20	cart	670.00	13,400.00

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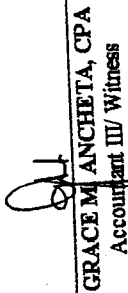
For Gesinac General Merchandise:

  
MABELYN S. DUMALE  
Staff/Witness

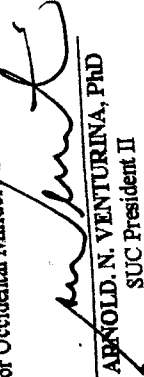
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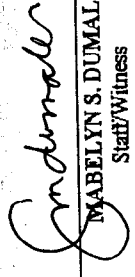
  
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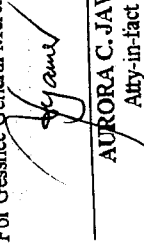
  
ARNOLD N. VENTURINA, PhD  
SUC President II

	CX6900F/CX8300/CX9300F, Pigment - 73N <b>Original EPSON cartridge</b>				
30	INK CARTRIDGE, HP CC641WA (HP60), black 12 ml, for HP Deskjet D2560, F4230, F4250, F4280 All-in-One <b>Original EPSON cartridge</b>	15	cart	1,150.00	17,250.00
31	INK CARTRIDGE, HP CC644WA (HP60), tricolor, 11 ml, for HP Deskjet D2560, F4230, F4250, F4280 All-in-One <b>Original EPSON cartridge</b>	7	cart	1,280.00	8,960.00
32	INK, Canon MP280, black	1	bot	1,150.00	1,150.00
33	INK, Canon MP280, colored	1	bot	1,280.00	1,280.00
34	Ink, Universal, Black	18	Bottle	130.00	2,340.00
35	Ink, Universal, Cyan	13	Bottle	130.00	1,690.00
36	Ink, Universal, Magenta	16	Bottle	130.00	2,080.00
37	Ink, Universal, Yellow	16	Bottle	130.00	2,080.00
38	Laminating Film, 220 x 100 x250 microns,	80	box	3,300.00	264,000.00
39	MARKER, permanent, black <b>Pilot</b>	159	piece	60.00	9,540.00
40	MARKING PEN, whiteboard, black, <b>Pilot</b>	162	piece	65.00	10,530.00
41	OIL, for general purpose, 120 mL, <b>Singer</b>	3	bottle	120.00	360.00
42	Paper Corrector, Liquid Paper, 2 in 1 <b>Paper Mate</b>	32	pair	125.00	4,000.00
43	PAPER FASTENER, for paper, metal plastic, 50 sets/box <b>Prince</b>	80	box	45.00	3,600.00
44	Paper Photo, 160 gsm A4 (10 pcs/pack) <b>Kodak or CCT</b>	44	pack	250.00	11,000.00
45	Paper, construction, asstd color, long <b>Paper Brights or Avia</b>	7	pack	230.00	1,610.00
46	Paper, copy, short, sub 24 <b>Paper Brights or Avia</b>	19	ream	210.00	3,990.00
47	PAPER, multicopy, legal, for laser printing <b>Hardcopy</b>	221	ream	240.00	53,040.00
48	paper, specialty, long, cream, board, 180 gsm, 10's <b>Centennial pre col.</b>	195	pack	45.00	8,775.00
49	Paper, specialty, short, cream, board, 180 gsm, 10's <b>Centennial pre col.</b>	72	pack	42.00	3,024.00
50	PAPER, thermal, 216mmx30M, 1/2" core	5	roll	260.00	1,300.00
51	PARCHMENT PAPER, 9"x12", 80 gsm,100sheets/pack	8	ream	300.00	2,400.00
52	PENCIL, mechanical, for 0.5mm leadcal, for 0.5mm lead <b>Mongol</b>	30	piece	40.00	1,200.00
53	Pencil, <b>Mongol</b> # 2, 12s/box	147	box	75.00	11,025.00
54	Philippine Flag	20	piece	280.00	5,600.00
55	Property Sticker	1000	pc	4.00	4,000.00
56	Scissors, big, stainless steel	73	pair	110.00	8,030.00
57	Sign Pen, <b>Pilot</b> , black	190	piece	65.00	12,350.00
58	Sign Pen, <b>Pilot</b> , blue	137	piece	65.00	8,905.00
59	STAPLE WIRE, standard, #35 <b>Max</b>	153	box	45.00	6,885.00

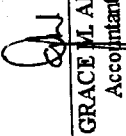
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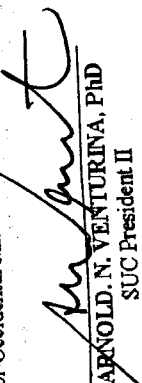
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SUC President II

60	Stapler Max HD-35L	1	piece	1,500.00	1,500.00
61	STAPLER, heavy duty, standard with remover	42	piece	275.00	11,550.00
62	Sticker paper, satin, A4	70	pack	55.00	3,850.00
63	TAPE DISPENSER, handheld, for 48mm width packaging tape	6	piece	80.00	480.00
64	TAPE DISPENSER, heavy duty, for 24mm(1")	34	piece	180.00	6,120.00
65	Tape, Double sided 1"	71	roll	45.00	3,195.00
66	TAPE, transparent, 24mm, 50 meters	256	roll	25.00	6,400.00
67	Thumbtacks	10	box	10.00	100.00
68	TWINE, plastic, one kilo per roll	16	roll	75.00	1,200.00
<b>JANITORIAL SUPPLIES</b>					
1	Dipper	10	piece	20.00	200.00
2	DISINFECTANT SPRAY, 400 grams net content <i>Lysol</i>	79	can	445.00	35,155.00
3	Dust Pan, Non rigid plastic, with detachable handle	176	piece	40.00	7,040.00
4	FURNITURE CLEANER, 300mL/can min <i>Pledge</i>	21	can	480.00	10,080.00
5	INSECT MOSQUITO KILLER, 500mL (481g) /can <i>Baygon</i>	83	can	380.00	31,540.00
6	Pail, medium	16	piece	52.00	832.00
7	Floor Brush	12	piece	130.00	1,560.00
8	Scouring Pad with Foam	62	pack	25.00	1,550.00
9	Bleaching Liquid <i>Zonrox</i>	454	liter	45.00	20,430.00
10	Tumbler, big, 100liters	10	piece	280.00	2,800.00
<b>Total</b>	<b>SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED FORTY ONE PESOS AND 0/100</b>			<b>hp796,341.00</b>	

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

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- 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.

**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.

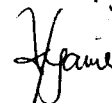
OCCIDENTAL MINDORO STATE COLLEGE

GESSNEC GENERAL MERCHANDISE


Represented By:

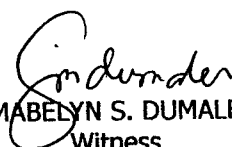
  
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SUC President II

Represented by:

  
AURORA J. JAVIER  
Attorney-in-fact

In the Presence of:

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
MABELYN S. DUMALE  
Witness

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### ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this 07 day of JULY 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.

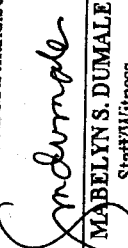
<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
AURORA C. JAVIER	Postal ID No. 7520410	San Jose, Occ. Mindoro	

WITNESS MY HAND AND SEAL.

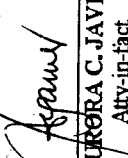
**ATTY. REY C. LADAGA**  
NOTARY PUBLIC  
UNTIL APRIL 30, 2015  
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Book No. 291  
Series of 2014

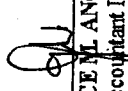
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MELVIN SAYCO DOMINGO  
BAC SECRETARY