

## Contract for the Printing and Delivery of the Legacy 2014

**KNOW ALL MEN BY THESE PRESENTS:**

27 AUG 2014

in San Jose,

This Contract made and entered into this 27 AUG 2014 in San Jose,  
~~Occidental Mindoro~~ 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 ~~CONTRA~~ **AND PAGES CORPORATION**, a private enterprise/corporation established pursuant to existing laws with business address at 2763 St., Sta. Ana, 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 28 July 2014;

**WHEREAS**, the SUPPLIER'S bid was determined to be the Singl 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 SIX HUNDRED FIFTY FOUR THOUSAND NINETY FIVE PESOS AND 0/100 (Php654,095.00).


**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 PRINTING AND DELIVERY OF THE LEGACY with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Name: The Legacy 2014 Size: 8.75" x 11.75" Orientation: Portrait Materials: Stock inside – coated two sides 80 Cover – coated two sides 140, matte lamination. Fly leaf inside and back cover coated two	1,735	Copy	377.00	654,095.00

For ~~Contra~~ and Pages Corporation:

  
 ROSEMARIE ALEJANDRE  
 Witness


For ~~Contra~~ and Pages Corporation:

  
 JESUS F. CRISOLOGO  
 President

For Occidental Mindoro State College:

  
 GRACE M. ANCHETA, CPA  
 Accountant III/ Witness

For Occidental Mindoro State College:


  
 ARNOLD N. VENTURINA, PhD  
 SUC President II

For City and Pages Corporation:


  
 ROSEMARIE ALEJANDRE  
 Witness

	sides 140 Color: Full Color for Cover, Inside Pages and Fly Leaf Color: Spot 3D Hardbound No. of Pages: 242 (excluding the cover) No. of Leaves: 121 Pictures/Page: 9 No. of Copies: 1,735 Finishing: Smythe Sewn Perfect Binding Price is inclusive of VAT and freight				
<b>Total</b>	<b>SIX HUNDRED FIFTY FOUR THOUSAND NINETY FIVE PESOS AND 0/100</b>	<b>Php654,095.00</b>			


For City and Pages Corporation:

  
 JESUS F. CRISOLOGO  
 President

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.

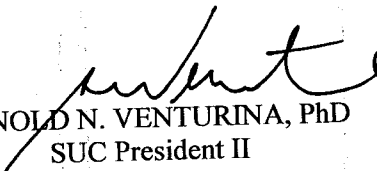
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.


OCCIDENTAL MINDORO  
STATE COLLEGE

~~COVER~~ AND PAGES CORP.


Represented By:

Represented by:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

  
JESUS E. CRISOLOGO  
President

*In the Presence of:*

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
ROSEMARIE ALEJANDRE  
Witness

# ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF OCCIDENTAL MINDORO )  
MUNICIPALITY OF SAN JOSE **MAKATI CITY** )

For ~~Atty~~ and Pages Corporation:

  
ROSEMARIE ALEJANDRE  
Witness


SUBSCRIBED AND SWORN to before me this AUG 27 2014 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.

For ~~Atty~~ and Pages Corporation:


  
JESUS F. CRISOLOGO  
President

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
JESUS F. CRISOLOGO			

For Occidental Mindoro State College:


  
GRACE M. ANCHETA, CPA  
Accompant III/ Witness

WITNESS MY HAND AND SEAL.

  
ATTY. JOSHUA P. LAPUZ  
Notary Public Makati City  
Until Dec. 31, 2015  
Appointment No. M-41  
PER No. 4229070 Jan. 2, 2014/ Makati  
IBP Lifetime No. 04897  
Roll No. 45790  
G/1 Fedmah Bldg., 199 Salcedo St.  
Legaspi Village, Makati City

Doc. No. 277  
Page No. 57  
Book No. XIII  
Series of 2014

For Occidental Mindoro State College:

  
ARNOLD N. VENTURINA, PhD  
SUC President II