

CONTRACT FOR THE PROCUREMENT OF PRINTERS AND PRINTER ACCESSORIES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 08 SEP 2017 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 Street, Pob. Barangay VI, San Jose, Occidental Mindoro and hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the OCCIDENTAL MINDORO STATE COLLEGE advertised the Invitation to Apply for Eligibility and to Bid for the project: Procurement of Printers and Printer Accessories under project reference No. B-8661-17-13 with an Approved Budget for the Contract amounting to One Million One Hundred Fifty-One Thousand Nine Hundred Pesos (Php1,151,900.00), and posted the same at the website of PhilGEPS of the Department of Budget and Management (DBM) and at a conspicuous place at the premises of OMSC Main Campus, from May 30 to June 20, 2017 and June 23 to July 14, 2017 with Bid Notice Abstract Reference No. 4552168 and 4608775, respectively;

WHEREAS, following the prescribed bidding process and posting/advertisement of the project, three (3) prospective bidders requested bid documents at the website of PhilGEPS but no bidder submitted bid proposal;

WHEREAS, the BAC recommended the use of other alternative methods of procurement specifically Negotiated Procurement (as per Section 53.1 of Revised IRR of RA 9184) through a BAC Resolution No. 17-31, dated July 14, 2017 and was approved by the SUC President on July 18, 2017;

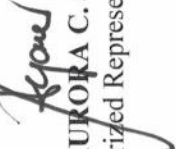
WHEREAS, the said project was posted at PhilGEPS website using the alternative method of procurement (Negotiated Procurement) and the Requests for Quotation under OMSC-RFQ-17-092, the same forwarded to prospective bidders;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid for the project: Procurement of Printers and Printer Accessories and Project Reference No. **B-8661-17-13** for Line Items 1, 2&3.1, 2&3.2, 2&3.3, 2&3.4, 3, 4 and 6.1 at a Contract Price equivalent to Six Hundred Fifty-One Thousand Eight Hundred Thirty-Five Pesos (Php651,815.00);

WHEREAS, the Occidental Mindoro State College has accepted the bid by the Supplier for the supply of those goods and services in the sum of Six Hundred Fifty-One Thousand Eight Hundred Fifteen Pesos (Php651,815.00);

WHEREAS, the SUPPLIER further agrees to complete the work/delivery of goods/services on the project upon receipt of the NOTICE TO PROCEED 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.

For GESSNEC General Merchandise


AUKORA C. JAVIER
Authorized Representative/Witness

For GESSNEC General Merchandise


SANTIAGO V. JAVIER JR.
Proprietor/Owner

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The SUPPLIER shall undertake the completion of the project: Procurement of Printers and Printer Accessories (B-8661-17-13) Line Items 1, 2&3.1, 2&3.2, 2&3.3, 2&3.4, 3, 4 and 6.1 with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	GESSNEC Unit Cost in Php (inclusive of VAT and freight)	GESSNEC Total Cost in Php (inclusive of VAT and freight)
1	Brother DCP-T700W Inkjet Printer, 64 MB Memory, Fast print speeds up to 27/10 ppm (mono/colour) in Fast Mode. Colour & Monochrome Scanning capability, Up to 1,200 x 2,400 dpi optical scanning resolution, 25% - 400% in 1% increments copy reduction/enlargement, Print: Max. 1200x2400 dpi Scan: Max. 1200x1200 dpi copy resolution, Up to 4.8 (Monochrome) / 3 (Colour) ipm (Based on ISO/IEC 24735 for models with automatic document feeder) copy speed, A4, A5, A6, Exe, LTR, LGL*, Photo 4X6" (102X152mm), Index Card (127x203mm), Photo-2L (127x178mm), C5 Envelope, Com-10, DL Envelope, Monarch paper size handling, Built-in Wireless Network, with automatic document feeder.	unit	4	12,900.00	51,600.00
3	EPSON L360 Ink tank printer, On-demand ink jet, 5760 x 1440 dpi (with Variable-Sized Droplet Technology) maximum resolution Approx. 33 ppm / 15 ppm (Black/Colour) print speed, with Flatbed colour image scanner, A4, A5, A6, B5, 10x15cm (4x6"), 13x18cm (5x7"), 9x13cm (3.5x5"), Letter, Legal, Half Letter (5.5x8.5"), 13x20cm (5x8"), 20x25cm (8x10"), 16:9 wide size, 100x148mm, Envelopes: #10 (4.125x9.5"), DL (110x220mm), C6 (114x162mm) paper size handling, Hi-Speed USB 2.0	unit	47	8,625.00	405,375.00
2&3.1	T6642 - Epson INK CART , genuine, compatible with item number 2 and 3 above, Cyan	cart	67	298.00	19,966.00
2&3.2	T6643 - Epson INK CART , genuine, compatible with item number 2 and 3 above, Magenta	cart	67	298.00	19,966.00
2&3.3	T6644 - Epson INK CART , genuine, compatible with item number 2 and 3 above, Yellow	cart	67	298.00	19,966.00
2&3.4	T6641 - Epson INK CART , genuine, compatible with item number 2 and 3 above, Black	cart	139	298.00	41,422.00
4	EPSON LQ 310 Dot matrix printer, 24-Pin Narrow Carriage Impact Printer, USB, Serial and Parallel ports,	Unit	5	12,750.00	63,750.00
6.1	Brother TN2360 TONER CART, genuine, compatible with item number 6 above	Unit	13	2,290.00	29,770.00
TOTAL					651,815.00


- 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.
- The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
- 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.


For GESSNEC General Merchandise

For GESSNEC General Merchandise

For Occidental Mindoro State College

For Occidental Mindoro State College


AURORA C. JAVIER
Authorized Representative/Witness


SANTIAGO V. JAVIER JR.
Proprietor/Owner


GRACE M. ANCHETA, CPA
Accountant III


ARNOLD N. VENTURINA, PhD
SUC President II

- 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

GESSNEC GENERAL MERCHANDISE


Represented By:



ARNOLD M. VENTURINA, PhD
SUC President II

Represented by:


SANTIAGO V. JAVIER JR.
Proprietor / Owner

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


AURORA C. JAVIER
Authorized Representative / Witness

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this 08 SEP 2017 day of _____, 2017, 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	EC6651530	DFA-MANILA	02-01-2016
SANTIAGO V. JAVIER JR.	EC5744466	DFA - Angeles	10-20-2015

WITNESS MY HAND AND SEAL.


ATTY. REY C. LADAGA
NOTARY PUBLIC
MY COMMISSION EXPIRES ON DECEMBER 31/2017
PTR 9401456/1-06-2017 / SAN JOSE, OCC. MDO
IBP 963247/1-06-2017 / SAN JOSE, OCC. MDO
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ICLE V-0021886

Doc. No. 9444
Page No. 90
Book No. 438
Series of 2017

For GESSNEC General Merchandise


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