

**CONTRACT FOR THE SUPPLY AND DELIVERY OF  
IT EQUIPMENT, PERIPHERALS AND SUPPLIES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this November 10, 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 **CROWN TECH COMPUTER CENTER**, a private enterprise/corporation established pursuant to existing laws with business address at Cor. Arellano St. & Magallanes St., Roxas City 5800 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 29 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 ONE MILLION FIVE HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED NINETY PESOS AND 0/100 (Php1,583,290.00).

**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 IT EQUIPMENT, PERIPHERALS AND SUPPLIES with the following Technical Specifications:

Item No.	Description	Amount (in Php)
1	Desktop Computer plus headset and webcam, <b>74 units</b> Intel Core i3-3220 3.3GHz 2nd Ivy Bridge; Intel BLKDH61BF ASUS P8H61 M-LX3 plus Board; 500GB SATA 2 Hard Disk Drive 7200rpm WD/Seagate; Monitor 18.5" IED 1366 x768 AOC/LG/ASUS; 2GB DDR3 Kingston/Ovation Memory; KR/S- 8520 Keyboard & Optical Mouse Combo Black Casing with 650 watts dual fan; DVD Writer black 24x/Lightscribe AVR watts 3x220, 1x110; One year warranty on parts and services	
	54 sets with headset & webcam	988,200.00
	20 sets without headset & webcam	358,000.00
2	Epson Printer L210, <b>7 units</b>	42,490.00


For Crown Tech Computer Center:

  
JACQUELINE S. OCHOA  
Exec. Secretary/Administrative Officer

For Crown Tech Computer Center:

  
JENNIFER ALAIR ARABIA  
General 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

3	LCD projector Acer, <b>4 units</b>	75,600.00
4	Computer Server - IBM System X3300 M4, <b>1 unit</b>  As Posted: Part Number (P/N): 7382B2A, Processor: Intel Xeon I Processor E5-2407 (Quad-core, 2.2. GHz, Memory: 8GB PC3L-10600 ECC DDR3 LP RDIMM, Hard Drive: 2x500GB 7.2K 6Gbps Hot Swap SATA, Disk Controller: Integrated 3Gbps software RAID -0, -1, 10 Standard; Network Interface: INtel i350 Quad 1GB Ethernet Controller (2 ports Std, 2 ports via FoD; warranty: 3 years 24x7 parts and labor, Onsite 4 Hours Response Time  As Bid: X3300 M4, Xeon 4C E5-2407 80W 2.2GHz/1066MHz/10MB,0GB, O/Bay HS 3.5in SAS/SATA, SR C105, DVD-ROM, 460W p/s, Tower 8GB (1x8GB, 2Rx4, 1.35V) PC3L-10600 CL9 ECC DDR3 1333MHz LP RDIMM IBM 500GB 7.2K 6Gbps NL SATA 3.5in G2HS HDD Line cord – 4.3M, 10A/125V, C13 to NEMA 5-15P (US) 3 Y P, L, O/S, 4Hrs, 24x7 3 Years Warranty	119,000.00
<b>TOTAL</b>	<b>ONE MILLION FIVE HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED NINETY PESOS AND 0/100</b>	<b>1,583,290.00</b>

For Crown Tech Computer Center:  
  
JACQUELINE S. ORTIZ  
Exec. Secretary/Administrative Officer

For Crown Tech Computer Center:  
  
JENNIFER ALAIR ARABIA  
General Manager

For Occidental Mindoro State College:  
  
GRACE M. ANCHETTA, 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.

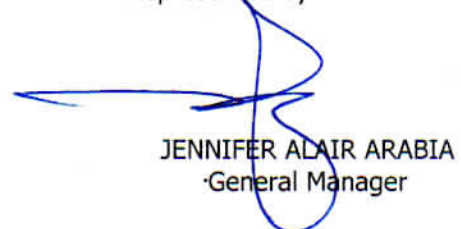
OCCIDENTAL MINDORO STATE COLLEGE

CROWN TECH COMPUTER CENTER

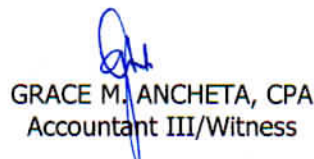
Represented By:

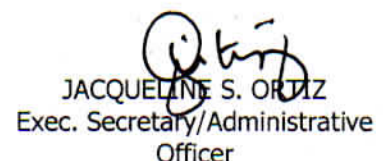
Represented by:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

  
JENNIFER ALAIR ARABIA  
General Manager

*In the Presence of:*

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
JACQUELINE S. ORTIZ  
Exec. Secretary/Administrative  
Officer

### ACKNOWLEDGEMENT

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

For Crown Tech Computer Center:

  
JACQUELINE SORIAZ  
Exec. Secretary/Administrative Officer

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of NOV 15 2013, 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.

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

For Crown Tech Computer Center:

  
JENNIFER ALAIR ARABIA  
General Manager

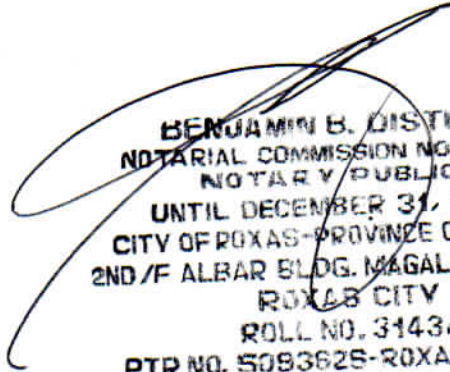
JENNIFER ALAIR ARABIA	DRIVER'S LIC. No. 704-01-049556	ROXAS CITY CAPIZ	SEPT. 12, 2012
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WITNESS MY HAND AND SEAL.

For Occidental Mindoro State College:

  
GRACE M. ANCHETA, CPA  
Accountant III/ Witness

Doc. No. 420  
Page No. 87  
Book No. LVII  
Series of 2013

  
BENJAMIN B. DISTURA  
NOTARIAL COMMISSION NO. 02-12  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2013  
CITY OF ROXAS-PROVINCE OF CAPIZ  
2ND/F ALBAR BLDG. MAGALLANES ST  
ROXAS CITY  
ROLL NO. 31434  
PTR NO. 5093625-ROXAS CITY  
ISSUED ON JANUARY 4, 2013  
IBP NO. 872691 ROXAS CITY  
ISSUED ON JANUARY 3, 2013  
ICLE NO. IV-0003429

For Occidental Mindoro State College:

  
ARNOLD N. VENTURINA, PhD  
SUC President II