

**CONTRACT FOR THE SUPPLY AND DELIVERY OF  
IT EQUIPMENT AND PERIPHERALS****KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this February 7, 2014 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 **MASANGKAY COMPUTER CENTER**, a private enterprise/corporation established pursuant to existing laws with business address at 1143 G. Masangkay St. 266 Zone 24 Santa 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 10 January 2014;

**WHEREAS**, the SUPPLIER'S bid was determined to be the Single 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 NINE HUNDRED TWELVE THOUSAND TWENTY NINE PESOS AND 0/100 (Php1,912,029.00).

**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	Qty/ Unit	Unit Cost (In Php)	Total Cost (In Php)
1	Desktop Computer a4tech headset & A4tech webcam; Intel Core i3-3220 3.3GHz 2 <sup>nd</sup> Ivy Bridge; Seagate / Toshiba; Monitor 18.5" LED 1366 x 768 AOC / ASUS; 2GB DDR3 Kingston/Ovation Memory; ATX case with 650 watts dual fan; DVD Writer black 24x/Lightscribe / Label Tag; AVR 500 watts; One year warranty on parts and services	41 sets	22,968.00	941,688.00
2	Epson Printer L210	28 units	9,000.00	252,000.00
3	UPS-Battery Back Up 1200 VA	6 pcs	4,455.00	26,730.00
4	External DVD Writer	1 pc	1,464.00	1,464.00
5	LPS Contact cleaner	3 pcs	275.00	825.00
6	Vacuum Cleaner, 2HP	1 unit	6,250.00	6,250.00
7	Acer V5-123-12102G50n netbook; Windows 8.1 Single Language 64 Bit Processor AMD E-series dual core processor E1-2100 ( 1 MB L2 cache, 1.0 GHz, DDR3 1333 MHz, 9 W); Memory 2GB DDR3; Hard Disk 500GB 2.5 inch 5400 RPM; Display screen 11.6" HD 1366 x 768 resolution, high-brightness Acer Comfy View; LED backlight	10 units	18,850.00	188,500.00

For Masangkay Computer Center:

ROSEMARIE V. KUTLAP  
Account Executive

For Masangkay Computer Center:

PETER KO WAI SHING  
Owner/General Manager

For Occidental Mindoro State College:

GRACEM. ANCHETA, CPA  
Accountant III Witness

For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PhD  
SUC President II

For Mesaglay Computer Center:

  
ROSEMARIE J. TULAP  
Account Executive

For Mesaglay Computer Center:

  
PETER KO WAI SHING  
Owner/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

	<p>TFT LCD, 16:9 aspect ratio, slim design, Mercury free, environment friendly; Video Type AMD Radeon HD 8210 with 512 MB of graphics system memory, supporting Unified Video Decoder 4.2 (UVD 4.2), OpenCL 1.2, OpenGL 4.3, Microsoft DirectX 11, MPEG-2 decoding, VC-1 AND H.264 (AVC) decoding, MPEG-4; Part 2 DivX decoding, Microsoft DirectX Video Acceleration (DXVA) application interpace (API); Audio: High-definition audio support; Two Built-in Speaker; MS-Sound compatible; Built-in digital microphone; Optical Drive NA; Dimension 285 (W) x 202 (D) x 23.5/27.5 (H) mm (11.22 x 7.95 x 0.93/1.08 inches); Weight 1.2 kg (2.65 lbs.) with 4-cell battery pack; Battery Life 4 hrs.; Network Interface: WLAN Acer InVlnk Nplify 802.11b/g/n Wi-Fi Certified Supporting Acer SignalUp wireless technology, LAN Fast Ethernet WPAN Bluetooth; Card Reader SD Card Reader; Camera Acer Crystal Eye HD webcam with: 1280x 720 resolution; 720p HD audio/video recording; Acer Video Conference Manager software with Video Quality Enhancement (VQE) technology, supporting online video calls Standard I/O Ports: SD Card Reader; USB 3.0 port, USB 2.0 port HDMI Micro port with HDCP support; External display (VGA) port Ethernet (RJ-45) port; Headphone/Speaker jack; DC-in jack for AC adapter; Warranty 1 yr Limited Local Warranty (Parts and Labor)</p>			
8	<p><b>ACER</b> X1140A projector; Native SVGA (800 x 600); Maximum UXGA (1,600 x 1,200), 1080p (1,920 x 1,080); 4:3 (native), 16:9; 10,000:1; 1.07 Billion colors; 2700 ANSI Lumens (ECO); Osram 190 W user replaceable P-VIP lamp 5000 hours; (Standard): 6000 hours (ECO); 7000 hours(ExtremeEco); One internal speaker with 2W output; 5/5 lbs (2.5 kg); AC input 100-240 V auto-switching power supply; 234 Watts (operation); 0.5 Watts (Standby); 30 dBA (Standard Mode), 26 dBA (ECO mode); dynamic black; auto Keystone Correction; with 70" x 70" Tripod Screen</p>	13 units	22,010.00	286,130.00
9	<p><b>ACER</b> VS-473G-54204G50a; Windows 8 64-bit Single Language Processor; Intel Core i5-4200u processor (3 MB L3 cache, with Turbo Boost up to 2.60 GHz, DOR3 1600 MHz, 15W) supporting Intel 64 architecture, Intel Smart Cahce, Memory; 4GB DDRIII, Hard Disk: 500 GB; Display Screen 14" HD 1366x768 Pixel Resolution, High Brightness (200-nit) Acer CineCrystal LED-backlit TFT LCD; 16:9 aspect ratio; Super-slim design, Mercury free, environment friendly; Video type: NVIDIA GeForce 740M with 2GB of dedicated DOR3 VRAM, supporting NVIDIA CUDA, PhysX, PureVideo HD technology, OpenEXR High Dynamic-Range (HDR) technology, Shader Model 5.0, Microsoft DirectX 11, Open GL 4.1, OpenCL 1.1 Triple Independent; Audio: Optimized Dolby Home Theater v4 audio enhancement, featuring Audio Optimizer, Audio Regulator, Volumes Leveler, Volume Maximizer, Intelligent EQ, Dialogue Enhancer, and Surround Virtualizer (for headphones and built-in speakers) technologies: High definition audio support; Four built-in speakers: Optical Drive Dimension: 340 (W) x 240 (D) x 18/20.75 (H) mm (13.39 x 9.45 x 0.71/0.82 inches); Weight: 1.85 kg (4.08 lbs) with 4-cell battery pack; Battery type: 53 Wh 3560 mAh 15 V 4-cell Li-polymer battery pack; Battery Life: up to 8 hours battery life; Network Interface: LAN: Gigabit Ethernet, Wake-on-LAN ready Bluetooth 4.0; Wireless LAN Acer InViLink™ Nplify™ 802.11a/b/g/n Wi-Fi CERTIFIED™ Supporting Acer SignalUp wireless technology; Card Reader: SD Card Reader; Camera Acer Crystal Eye HD Webcam with 180 x 720 resolution, 720p HD audio and video recording; Acer Video Conference Manager software with video quality enhancement (VQE) technology, supporting online video calls Standard I/O Ports: Standard Card Reader (2) USB 2.0 ports (1) USB 3.0 ports featuring power-off USB charging HDMI port with HDCP support; Headphone/Speaker jack, supporting 3.5mm headset with built-in microphone for Acer smart handhelds; Acer Converter Port; Ethernet (RJ-45) port; DC-in jack for AC adapter; Carrying Case: Acer carrying bag; Warranty: 1 year unlimited local warranty (Parts and Labor)</p>	4 units	34,465.00	137,860.00

10	Computer Software Application (licensed) – Visual studio 2008 (for 32bit Win7 and 8)	1 lic	10,309.00	10,309.00
11	Computer Software Application (licensed) – Unity 3D pro 9 (for 32bit Win7 and 8)	1 lic	11,956.00	11,956.00
12	Computer Software Application (licensed) – Adobe Photoshop CS5 (for 32bit Win7 and 8)	1 lic	6,900.00	6,900.00
13	Computer Software Application (licensed) – Adobe Flash CS5 (for 32bit Win7 and 8)	1 lic	11,800.00	11,800.00
14	Computer Software Application (licensed) – Java Eclipse Juno (for 32bit Win7 and 8)	1 lic	11,956.00	11,956.00
15	Computer Software Application (licensed) – Adobe Illustrator (for 32bit Win7 and 8)	1 lic	7,840.00	7,840.00
16	Printer LX 300+II-ECL <b>Replaced by: Printer LX310+II</b>	1 unit	9,821.00	9,821.00
<b>TOTAL</b>	<b>ONE MILLION NINE HUNDRED TWELVE THOUSAND TWENTY NINE PESOS AND 0/100</b>		<b>Php1,912,029.00</b>	

For Masagay Computer Center:



ROSEMARIE V. BUILAP  
Account Executive

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 6B, 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

For Masagay Computer Center:



PETER KO WAI SHING  
Owner/General Manager

For Occidental Mindoro State College:



GRACE MANCHETA, CPA  
Accountant III/ Witness

For Occidental Mindoro State College:



ARNOLD N. VENTURINA, PhD  
SUC President II

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

MASANGKAY COMPUTER CENTER

Represented By:

Represented by:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

  
MR. PETER KO WAI SHING  
Owner/General Manager

*In the Presence of:*

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
ROSEMARIE V. DUTILAP  
Account Executive

**ACKNOWLEDGEMENT**

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

SUBSCRIBED AND SWORN to before me this 7th day of February, 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.

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
PETER KO WAI SHING	TIN# 106-690-242	Manila	

WITNESS MY HAND AND SEAL.

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Series of 2014

  
ATTY. RONALD C. CHANG  
NOTARY PUBLIC - O.C.P.A.G.  
ADMIN. NO. 2013-04347-0000, DEC 31, 2014  
ROLL NO. 1423  
ISP NO. 6752201-1-11-11 MANILA  
PTR NO. 01A-018-11-11 MANILA  
MCLE COMPLIANCE NO. 018200  
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