

**CONTRACT FOR THE PROCUREMENT OF DESKTOP COMPUTERS AND SOFTWARE FOR BSIT DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 6<sup>th</sup> DEC 2016 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 **MASANGKAY COMPUTER CENTER** a private enterprise/corporation established pursuant to existing laws with business address at 1143 G. Masangkay St. Sta 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 October 7, 2016;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Desktop Computers and Software for BSIT Department under Project Reference No. B-8661-16-17 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 Two Million Sixty-Two Thousand Five Hundred Twenty-Eight Pesos (PHP2,062,528.00);

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.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SUPPLIER shall undertake the completion of the project: **PROCUREMENT OF DESKTOP COMPUTERS AND SOFTWARE FOR BSIT DEPARTMENT** with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	Unit Cost in Php (inclusive of VAT and freight)	Total Cost in Php (inclusive of VAT and freight)
1	i5 Desktop Computer Specifications: Intel CORE i5-6500, 3.20GHZ up to 3.60GHZ, 6M CACHE, 4 CORES / 4 THREADS ASUS motherboard Intel® SKYLAKE Socket 1151 for 6 <sup>th</sup> Generation Core™ Asus Nvidia GTX960-DC20C-4GD5 4GB GDDR5 128 bit Corsair 8GB memory High Performance CPU Cooling system for LGA 1151 CPU Casing (black, M/B Type: Micro-ATX, ATX)	set	25	37,928.00	948,200.00

For Masangkay Computer Center

**LOIDA EVANGELISTA**  
Authorized Representative/Witness

For Masangkay Computer Center

**BUYER KO**  
Proprietor/Owner


For Occidental Mindoro State College

**GRACE M. ANCIETA, CPA**  
Accountant III


For Occidental Mindoro State College


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

	<p>700W power supply (Type: ATX12V V2.3 Input: 230V) Wired mouse and Keyboard ASUS 19.5-inch LED Monitor (black) 1TB SATA 64MB 7200 RPM Windows 8.1 AVR 500W, 50AV, 3x 220V, compact powder coated metal case 1 year warranty on parts and labor</p>				
2	<p>i7 Desktop Computer Specifications: Corsair 16GB DDR3 1600 (8x2) / with Heat Spreader Intel i7-6700 3.40 GHZ up to 4.0 GHZ (8M Cache, 4 CORES / 8 THREADS ASUS motherboard Intel® SKYLAKE Socket 1151 for 6<sup>th</sup> Generation Core™ Asus Nvidia GTX960-DC20C-4GD5 4GB GDDR5 128 bit High Performance CPU Cooling system for LGA 1151 CPU Case (black, M/B Type: Micro-ATX, ATX) Compatibility: VGA length 12.4 inch 700W power supply (Type: ATX12V V2.3 Input: 230V) Wired mouse and Keyboard ASUS 19.5-inch LED Monitor (black) 1TB SATA 64MB 7200 RPM Windows 8.1 AVR 500W, 50AV, 3x 220V, compact powder coated metal case 1 year warranty on parts and labor</p>	Set	20	54,822.00	1,096,440.00
3	<p>Moho (Anime Studio) Pro 12 Complete 2D Animation Software for Professional Specifications: • With an intuitive interface and robust features such Smart Bones™, Smart Warp, Bezier handles optimized for animation, frame-by-frame tools, a professional Timeline, physics, motion tracking, motion graphs, 64-bit architecture and much more; advanced animation tools to speed up the workflow and combines cutting-edge features with powerful technology for the most unique animation program for digital artists</p>	Licensed package	1	17,888.00	17,888.00

For Masangkay Computer Center  
  
**LOIDA EVANGELISTA**  
Authorized Representative/Witness

For Masangkay Computer Center  
  
**DEYAR KO**  
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

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."*

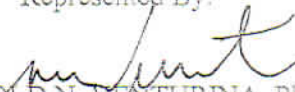
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities 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

MASANGKAY COMPUTER CENTER

Represented By:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

Represented by:

  
REMYER KO  
Proprietor / Owner

In the Presence of:

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
LOIDA EVANGELISTA  
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 2 day of DECEMBER, 2016, 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
PETER KO TIN NO-	100-690-242-000	MANILA	01-30-2009

WITNESS MY HAND AND SEAL.

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Book No. 1  
Series of 2016

**ATTY. AGUSTIN B. CABREDO**  
Notary Public for Manila  
Notarial Commission No. 2015-030  
Until December 31, 2016  
RM. 409, First United Bldg. Co.,  
Escorts, Manila  
Roll No. 26047  
PTR No. 4986571/1-4-16/Manila  
IBP Lifetime Member 05097  
MCLE No. V 0003138-07-25-16

For Masangkay Computer Center

**NOIDA EWANGELISTA**

Authorized Representative/Witness

For Masangkay Cc

**PETER KO**

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