

**CONTRACT FOR THE PROCUREMENT OF DESKTOP
COMPUTERS, EQUIPMENT AND ACCESSORIES****KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 06 FEB 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 **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 December 22, 2016;

WHEREAS, the **SUPPLIER'S** bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Desktop Computers, Equipment and Accessories under Project Reference No. B-8661-16-25 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 Four Million Three Hundred Twelve Thousand Nine Hundred Eighty-Eight Pesos (PHP4,312,988.00);

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, EQUIPMENT AND ACCESSORIES** with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	Masangkay Unit Cost in Php (inclusive of VAT and freight)	Masangkay Total Cost in Php (inclusive of VAT and freight)
1	ACER Aspire TC-710 17-Skylake Form Factor Tower Processor: Intel® Core™ i7-6700 Processor Memory: 8 GB DDR3L 1600 MHz UDIMM; Dual Channel Hard Drive 1 TB 3.5-inch 7200 RPM Graphics NVIDIA® GeForce® GTX 745, 4 GB DDR3 (supporting: DVI, HDMI ®)	set	10	57,530.00	575,300.00

For Masangkay Computer Center

For Masangkay Computer Center

For Occidental Mindoro State College

For Occidental Mindoro State College

LOIDA P. ANGELISTA

Authorized Representative/Witness

TER KO

Proprietor/Owner

GRACE M. ANCHETA, CPA

Accountant III

ARNOLD N. VENTURINA, PhD

SUC President II

For Masangbay Computer Center

For Masangbay Computer Center

For Occidental Mindoro State College

For Occidental Mindoro State College


LOIDA B. ANGELISTA
Authorized Representative/Witness


R. KO
Proprietor/Owner


GRACE M. ANCHETA, CPA
Accountant III


ARNOLD N. VENTURINA, PhD
SUC President II

	<p>Optical Drive 8X Super-Multi drive, 12.7 mm, tray-load Card Reader: Yes Audio: Integrated high-definition, 5.1-channel surround sound Networking: "WLAN 802.11b/g wireless LAN and Bluetooth ®4.0 LE LAN Gigabit Ethernet" Standard I/O Ports "Front/Side I/O connectors Card reader: Yes Audio jack(s): 2 USB 3.0 Port(s): 2 Rear I/O Connectors HDMI-out port(s): 2 LAN Port(s): 1 Audio jack(s): 3 USB 2.0 port(s): 2 USB 3.0 port(s): 2 Expansion Slot (s) Number of PCIe x1 slot(s):1 Keyboard & Mouse USB Keyboard and Mouse Speakers: USB Speakers Accessory: DVI to VGA Converter Windows 10 SL 64 Bit with WinPro 10 SNGL Upgrd OLP NL Acdmc Microsoft ®Office Trial; Anti Virus ™ 30-day Trial Warranty: 1-year on parts and labor 500w AVR</p>				
2	<p>Desktop Computer Intel Core i5-4460 Processor 3.20 GHz 6M Cache, 4 CORES / 4 THREADS ASUS H81M-A LGA 1150 board ASUS VX207DE Wide Screen 19.5" (49.5 cm) 16.9 ASUS GT730-2GD3, 2gb DDR3 128bit VGA Card ADATA 1600 Mbps DDR3 240-Pin (Unbuffered-DIMM) Desktop Memory RAM with RoHS design Capacity 4GB DDR3 ASUS DRW-24D5MT OEM Integrated high Definition 5.1-Channel surround sound LAN Gigabit Ethernet 700 W Power Supply USB Keyboard, Mouse AVR 500W, 50VA, 3X220V, Compact powder coated metal case Warranty: 1-year on parts and labor</p>	set	90	29,382.00	2,644,380.00
3	<p>Acer ATC-780 Core i3 GT720 CPU Intel® Core i3-6100 Processor (3M cache, 3.7 Ghz) HDD 1TB 3.5-inch 7200 RPM RAM 4GB DDR4 2133 Graphics NVIDIA ® GeForce® GT720 with 2GB of DDR3 (Supporting: DVI, HDMI®) USB Keyboard and Mouse Standard I/O Ports "Front/Side I/O connectors Card reader: Yes Audio jack(s): 2 USB 3.0 port(s): 2 Rear I/O connectors HDMI port(s): 2 (out) LAN port(s): 1 Audio jack(s): 3 USB 2.0 port(s): 4 USB 3.0 port(s): 1" Expansion Slot"Number of PCIe x16 slot(s): 1 Number of PCIe x1 slot(s): 1 M.2 slot (for SSD): 1 M.2 slot (for WLAN): 1</p>	set	30	31,798.00	953,940.00

For Masangley Computer Center


For Masangley Computer Center

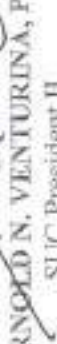
For Occidental Mindoro State College

For Occidental Mindoro State College


IOIDA F. VANGELISTA
 Authorized Representative/Witness


PETER KO
 Proprietor/Owner


GRACE M. ANCHETA, CPA
 Accountant III


ARNOLD N. VENTURINA, PhD
 SUC President II

	Total of 2 slots for RAM Optical Drive 8X Super-Multi drive, 9.0 mm slim, tray-load OS Win 10 SL 64 Bit Audio: Integrated high-definition, 5.1-channel surround sound Card reader: yes Network: 802.11n/a/b/g/n wireless LAN and Bluetooth® 4.0 LE Accessory DVI to D-Sub Speaker USB Speakers Warranty 1 year Bundled Monitor: KA220HQ bd 21.5" 500watts AVR				
4	Compact Switches Layer 3 full GE Ethernet Switch, 24 10/100/1000 Ethernet ports, 350w AC Power Supply, Stackable switch, IP base feature set, 160 Gbps Switching Fabric, 256MB DRAM, 64MB Flash, 1005 VLANs, 4K VLANs 1D, 1k Switch Virtual Interface, 468 Routed Ports, 65.5mpps forwarding rate, Bridge-mib cisco-cdp-mib	unit	1	63,598.00	63,598.00
5	Belden UTP Cable CAT5e	box	2	9,335.00	18,670.00
6	UPS, Back-UPS BR1500i 865 Watts / 1500 VA, 230 Volt, (2) IEC 320 C13 (Surge Protection), (6) IEC 320 C13 (Battery Backup) Maintenance-free sealed Lead-Acid battery with suspended, electrolyte: leak-proof (RBC33), 8 hour recharge time, 12.7 min half load 432w, 3.7 min full load 875w, LED status display with On Line: On Battery: Replace Battery and Overload Indicators, Alarm when on battery; distinctive low battery alarm; overload continuous tone alarm, USB Port / RJ-11 Modem/Fax/DSL protection (two wire single line), RJ45 10/100 Base-T Ethernet protection, 180 Joules	unit	2	28,550.00	57,100.00
	TOTAL				4,312,988.00

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

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:


 MIKELKO
 Proprietor / Owner

In the Presence of:


 GRACE M. ANCHETA, CPA
 Accountant III/Witness


 LOIDA EVANGELISTA
 Authorized Representative / Witness

