

### CONTRACT FOR THE PROCUREMENT OF BRANDED DESKTOP COMPUTERS AND ACCESSORIES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 22 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 **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 August 8, 2017;

**WHEREAS**, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Branded Desktop Computers and Accessories under Project Reference No. B-8661-17-16 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 Six Hundred Fifty-Eight Thousand Five Hundred Forty-Four Pesos (PHP1,658,544.00);

**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:

- The SUPPLIER shall undertake the completion of the project: PROCUREMENT OF BRANDED DESKTOP COMPUTERS AND ACCESSORIES (B-8661-17-16) 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	Desktop Computers i7 Intel® Core™ i7-6700[4.2GHz, 8M Cache] Asus Motherboard ASUS VP 228NE 21 inches 1920x1080p max resolution monitor 8GB DDR3-1600 DIMM (2x4GB) RAM 1TB (2x500GB) 7200RPM SATA HDD 4GB Nvidia GeForce GTX 1060 [DL DVI-I, HDMI, DP, DP, DP] / AFOX GeForce 4GB DDR3 128 bit 1333MHz PCI-E VGA DVI HDMI LP AF730 4096D31I (DDR3) Black Casing (44x215x44.4 cm) with 700w power supply	unit	20	46,284.00	925,680.00

For Masangkay Computer Center

For Masangkay Computer Center

For Occidental Mindoro State College

For Occidental Mindoro State College

LOIDA E. ANGELISTA

Authorized Representative/Witness

PETER KO

Proprietor/Owner

GRACE M. ANCHETA, CPA

Accountant III

MARLYN G. NIELO, PhD

SUC President II

	Integrated Sound ASUS DVD Super Multi Drive USB Keyboard and USB Optical Mouse Windows 10 Pro AVR 500W, 50VA, 3x200V, Compact Powder Coated Metal Case 1 year warranty on parts and labor				
2	Desktop Computers I5 Intel® Core™ i5-7400 Processor 3.2GHZ (6M Cache, up to 3.40 GHz) ASUS Motherboard Branded 21 inches 1920x1080p max resolution monitor 4GB DDR3L 1600MHz UDIMM Dual-Channel 1TB (2x500GB) 7200RPM SATA HDD With built-in video card 16x Super Multi-Drive Integrated High Definition, 5.1 - channel surround sound LAN Gigabit Ethernet Black Casing (44x215x44.4 cm) with 700w power supply A4 USB Keyboard and USB Optical Mouse Windows 10 Pro AVR 500W, 50VA, 3x200V, Compact Powder Coated Metal Case 1 year warranty on parts and labor	unit	22	33,312.00	732,864.00
	<b>TOTAL</b>				Php1,658,544.00

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
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.”*

For Masangkay Computer Center

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For Occidental Mindoro State College

For Occidental Mindoro State College

**LOIDEE ANGELISTA**

Authorized Representative/Witness

**LENER KO**

Proprietor/Owner

**GRACE M. ANCHETA, CPA**

Accountant III

**MARLYN G. NIELO, PhD**

SUC President II


- 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.

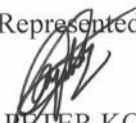
OCCIDENTAL MINDORO STATE COLLEGE

MASANGKAY COMPUTER CENTER

Represented By:


  
 MARLYN G. NIELO, PhD  
 SUC President II

Represented by:

  
 PETER KO  
 Proprietor / Owner

*In the Presence of:*

  
 GRACE M. ANCHETA, CPA  
 Accountant III/Witness

  
 LOIDA EMANGELISTA  
 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 22 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>
MARLYN G. NIELO	PRC ID#1223638	SJOM	08/14/2016
PETER KO	TIN # 106-690-242-000	MANILA	01/30/2009

WITNESS MY HAND AND SEAL.

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Series of 2017

*Handwritten Signature*  
**ATTY. JOSELYN DOÑE V. VALEROS**  
 NOTARY PUBLIC, ROLL NO. 54515  
 PTR No. 8821032 issued on Dec. 17, 2015 until Dec. 31, 2017  
 Commission No. 2015023 issued on Aug. 21, 2015 until Dec. 31, 2017  
 Commission No. 2015023 issued on April 08, 2016 until Dec. 31, 2017  
 Mr. L.E. No. 400022988 issued on June 14, 2012 until April 14, 2015  
 Office: Alameda Imperial Bayfront Tower, 1642 A, Mabini, Manila

For Masangkay Computer Center

**LOIDA EVA ANGELISTA**

Authorized Representative/Witness

For Masangkay Computer Center

**PETER KO**

Proprietor/Owner

For Occidental Mindoro State College

**GRACE M. ANCHETA, CPA**

Accountant III

For Occidental Mindoro State College

**MARLYN G. NIELO, PhD**

SUC President II