

CONTRACT FOR THE PROCUREMENT OF DESKTOP COMPUTERS, LAPTOP, PRINTERS AND ICT EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this DECEMBER 4, 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 October 25, 2017;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Desktop Computers, Laptop, Printers and ICT Equipment under Project Reference No. B-8661-17-18 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 Eight Hundred Four Thousand One Hundred Thirty-Two Pesos (PHP1,804,132.00);

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 DESKTOP COMPUTERS, LAPTOP, PRINTERS AND ICT EQUIPMENT (B-8661-17-18)** 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 AN515-51-79N0 (NITRO 5) <ul style="list-style-type: none"> Operating System: Windows 10 Processor: Intel® Core™ i7- 7700HQ processor (4 cores, 8 threads, 8 M cache, 2.8 GHz with Turbo Boost up to 3.8 GHz, DDR4 2400 MHz or DDR3L 1600 MHz, 45W) supporting intel Smart Cache Memory: 8 x 2 GB DDR4 system memory, upgradeable up to 32GB Storage: 128 GB SSD + 1 TB HDD Display Screen: 15.6" Full HD 	unit	1	59,346.00	59,346.00

For Masangkay Computer Center

LOIDA EVANGELISTA

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

	<p>1920x1080, high brightness Acer ComfyView LED backlit TFT LCD, supporting Acer Colorblast technology, 16:9 aspect ratio, wide viewing angle up to 170 degrees, ultra-slim design, Mercury free, environment friendly</p> <ul style="list-style-type: none"> • Graphics: NVIDIA GeForce GTX 1050 Ti with 4 GB of dedicated GDDR5 VRAM, supporting NVIDIA CUDA, PhysX, Pure Video HD Technology, GPU Battery Boost Technology, Shadow Play Technology, Game stream Technology, Multi-Frame sampled Anti-Aliasing (MFAA), Dynamic Super Resolution (DSR), Voxel Global Illumination (VXGI), Microsoft DirectX 12, OpenGL 4.5, OpenCL 1.1 • Audio: Optimized Dolby Audio Premium Sound Enhancement, featuring surround virtualizer (for headphones and built-in speakers), Dialogue Enhancer, Volume Maximizer, and Bass Enhancer/Acer Purified Voice Technology with two built-in microphones • Features include far-field pick-up, keystroke suppression, voice tracking, adaptive beam forming, voice recognition enhancement, three pre-defined modes; voice recognition, personal call, conference call • Dimension: 390(W) x 266 (D) x 26.75(H) mm (15.35x10.47x1.1/1.05 inches) • Weight: 2.7kg (5.95 lbs) with 4 cell battery pack • Battery Type: 48 Wh 3220 mAh 15.2 V 4-cell li-ion battery pack • Battery life: up to 8 hours • Network Interface: WLAN: Intel Dual Wireless AC, 802.11 ac/a/b/g/n wireless LAN • WPAN: Bluetooth 4.0 • Camera: HD Camera with 1280x720 resolution 720p HD audio/video recording Super High Dynamic Range Imaging (SHDR) • Standard I/O Ports USB Type-C port; USB 3.1 Gen 1 (up to 5Gbps) • USB 3.0 ports with one featuring power-off USB charging • (2) USB 2.0 Port; SD card reader, HDMI port with HDCP support 3.55 mm headphone / speaker jack, supporting headsets with built-in microphone • Ethernet (RJ-45) port • Accessories: Acer Carrying bag • Warranty: 2 years door-to-door warranty 				
<p>2</p>	<p>Desktop Computer-i5 Intel Core i5- Processor 3.2GHz (6M Cache, up to 3.40GHz) Motherboard socket LGA 1151 Branded 21 inches LED Monitor 1920x1080p max resolution 4GB DDR3L 1600 MHz UDIMM; Dual-channel 1TB (2x500GB) 7200 RPM SATA HDD 2GB video card 16X Super-Multi drive Integrated high-definition, 5.1-channel surround sound LAN Gigabit Ethernet Black Casing (44 x 215 x 44.4cm) with 700W Power Supply A4Tech USB Keyboard, Mouse Windows 10 Pro Licensed</p>	<p>unit</p>	<p>40</p>	<p>32,652.00</p>	<p>1,306,080.00</p>

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	AVR 500W, 3 x 220V, Compact powder coated metal case 1 Year Warranty on Parts and Labor				
3	<p>ASUSPRO D320MT Desktop Computer</p> <ul style="list-style-type: none"> • Form Factor Tower ; Processor Intel Core i3-7100 • Processor: 3.9GHz (3M Cache, up to 3.9GHz) • Chipset: Intel ®H110 Expansion Slot: 1 x PCI-e x 1, 1 x PCI-e x 16, SATA 4 x SATA III • Memory DDR4, 4GB Storage: 3.5 HD SATA 1TB 7200RPM • Optical Drive: ASUS Graphics Card: 1GB (Nvidia) Monitor: ASUS 19.5 LED (VS207DF) • Power supply 350W • Windows 10 • USB Keyboard and mouse • Front I/O Port 2 x USB 3.1 Gen 1, 1 x microphone, 1 x headphone, 1 x 6-in-1 card reader (SD CRD); Rear I/O Port 2 x USB 2.0, 2 USB 3.1 Gen 1, 2 x PS/2, 1 x HDMI, 1 x VGA (D-Sub), 1 x display, 1 x RJ45 LAN, 1 x 8 Channel Audio 3 Ports, 1 x COM Port Weight (kg): 11 kgs • AVR 500W, Compact powder coated metal case • One year warranty 	unit	10	30,030.00	300,300.00
4	<p>EPSON EB-W41 Projector</p> <p>DLP 3D Ready RGB liquid crystal shutter projection system (3LCD) / XGA Native Resolution, 3200 ANSI Lumens, 3LCD Technology Projector with HDMI WXGA (1280x800), Life (Normal/Eco)*1 5,000 hours / 10,000 hours / Colour Light Output 3,200lm / Contrast Ratio 15,000:1 , ceiling mounted ready</p>	unit	2	32,219.00	64,438.00
5	<p>EPSON Ink Tank Printer, On-demand ink jet, 5760 x 1440 dpi (with Variable-Sized Droplet Technology) maximum resolution Approx. 33 ppm / 15 ppm (Black/Colour) print speed, with Flatbed colour image scanner, A4, A5, A6, B5, 10x15cm (4x6"), 13x18cm (5x7"), 9x13cm (3.5x5"), Letter, Legal, Half Letter (5.5x8.5"), 13x20cm (5x8"), 20x25cm (8x10"), 16:9 wide size, 100x148mm, Envelopes: #10 (4.125x9.5"), DL (110x220mm), C6 (114x162mm) paper size handling, Hi-Speed USB 2.0</p> <p>BROTHER-Inkjet Printer, 64 MB Memory, Fast print speeds up to 27/10 ppm (mono/colour) in Fast Mode. Colour & Monochrome Scanning capability, Up to 1,200 x 2,400 dpi optical scanning resolution, 25% - 400% in 1% increments copy reduction/enlargement, Print: Max. 1200x2400 dpi</p> <p>Scan: Max. 1200x1200 dpi copy resolution, Up to 4.8 (Monochrome) / 3 (Colour) ipm (Based on ISO/IEC 24735 for models with automatic document feeder) copy speed, A4, A5, A6, Exe, LTR, LGL*, Photo 4X6" (102X152mm), Index Card (127x203mm), Photo-2L (127x178mm), C5 Envelope, Com-10, DL Envelope, Monarch paper size handling, Built-in Wireless Network, with automatic document feeder.</p>	unit	2	7,645.00	15,290.00
6	<p>BROTHER MFC-L2740DW</p> <p>5-in-1 Monochrome Laser Multi-Function Centre</p>	unit	1	19,178.00	19,178.00

For Masangkay Computer Center

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Accountant III

For Occidental Mindoro State College

MARLYN G. NIELO, PhD

SUC President II

	with Automatic 2-sided Printing Copy, Scan, Fax, Automatic 2-sided Print, 35-sheet Automatic Document Feeder (ADF) Fast print speeds up to 30ppm (A4) for monochrome laser printing, USB Hi-Speed 2.0, 16 characters x 2 lines LCD Colour & Monochrome scanning capability Max 600 x 2400 dpi optical scanning resolution E-mail, Image, OCR, File, Sharepoint scan to feature 250-sheet paper tray input A4, Letter, A5, A5(Long Edge), A6, Executive, Legal, Folio paper handling size 409 x 398 x 316.5mm dimension 11.4kg weight Window 8.1/8/7, Windows Vista, Windows XP Home/Professional/Professional x64 printer driver				
7	BROTHER MFC-J3530DW Printer for A3 • A4 all-in-one A3 print • Up to 22ipm mono / 20ipm colour print speeds • Automatic 2-sided print • Wired and wireless network ready Mobile/Cloud compatible • 6.8cm colour touchscreen LCD • 250 sheet paper capacity Rear manual feed slot 50 sheet ADF	uni t	2	19,750.00	39,500.00
	TOTAL				1,804,132.00

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:

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MARLYN G. NIELO, PhD

SJC President II

“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.”

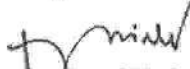
- 7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities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



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 EVANGELISTA
Authorized Representative / Witness

For Masangkay Computer Center

For Masangkay Computer Center

For Occidental Mindoro State College

For Occidental Mindoro State College

LOIDA EVANGELISTA

Authorized Representative/Witness

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Proprietor/Owner

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Accountant III

MARLYN G. NIELO, PhD

SUC President II

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this 4TH day of DECEMBER, 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.

Name	ID No.	Issued At	Issued On
MARLYN G. NIELO	PRC ID#1223638	SJOM	08/14/2016
PETER KO	TIN NO. 106-690-242-000	Manila	01/30/2009

WITNESS MY HAND AND SEAL.

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ATTORNEY AT LAW DORINE V. VALEROS
 Notary Public for the Province of Occidental Mindoro, PRC ID No. 54519
 Notary Public for the Province of Occidental Mindoro, PRC ID No. 54519
 Commission No. 2016-019 issued on April 06, 2016, until Dec. 31, 2017
 Notary Public for the Province of Occidental Mindoro, PRC ID No. 54519
 Commission No. Y-4022298 issued on June 14, 2016, valid until April 14, 2017
 Office Add: Imperial Bantrot Tower, 1642A, Mabini, Manila

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