

**CONTRACT FOR THE PROCUREMENT OF BRANDED
NETBOOK COMPUTERS**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this DEC 28 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 **BITSOFTECHNOLOGY, CO.** a private enterprise/corporation established pursuant to existing laws with business address at Unit 711 Xavierville Royal Condominium, 61 Xavierville Ave., Loyola Heights, Quezon City 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, per BAC resolution No. 17-32, Series of 2017, the BAC recommended (1) to declare FAILURE OF BIDDING pursuant to Section 35.1 to 35.3 of the Revised IRR of RA 9184 amounting to Three Million Six Hundred Sixty-Eight Thousand Pesos (Php3,668,000.00); (2) to revise the terms, conditions and specifications based on the findings/recommendation of the TWG and if necessary, shall adjust the ABC subject to the approval of the HoPE; and (3) to postpone/defer the conduct of bidding with advertisement and/or posting as provided in Section 21.1 of the IRR until the full collection of tuition fees for AY 2017-2018 are completed which will fund the project, thus was approved by the SUC President;

WHEREAS, in accordance with the provisions of the IRR of RA 9184, the BAC recommend to adjust the Approved Budget for the Contract from Three Million Six Hundred Sixty-Eight Thousand Pesos (Php3,668,000.00) to Three Million Seven Hundred Ninety-Nine Thousand Pesos (Php3,799,000.00) which reflects the most advantageous prevailing price for the government;

WHEREAS, an Opening of Bids was duly conducted last November 27, 2017;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid for the project: Procurement of Branded Netbook Computers under Project Reference No. B-8661-17-14 through careful Bid Evaluation and Post-qualification;

WHEREAS, Section 36. of the 2016 IRR of RA 9184 states that " A single Calculated and Responsive Bid shall be considered for award a) *If after advertisement, only one prospective bidder applies for eligibility check, in accordance with the provisions of the IRR, and its meet the eligibility requirements or criteria, after it submits a bid which is found to be responsive to the bidding requirement?*"

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 Three Million Seven Hundred Fifty-Nine Thousand Seven Hundred Pesos (PHP3,759,700.00);

For BITSOFTECHNOLOGY, Co.

AQUILINO PAJILA

Authorized Representative/Witness

For BITSOFTECHNOLOGY, Co.

CHRISTIAN OLIVER M. MATAVERDE

General Manager

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA

Accountant III

For Occidental Mindoro State College

MARLYN G. NIELO, PhD

SUC President II

63

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 BRANDED NETBOOK COMPUTERS (B-8661-17-14) with the following Technical Specifications:

Item No.	Item & Specification	Unit	Qty	Bitsofttechnology Unit Cost in Php (inclusive of VAT and freight)	Bitsofttechnology Total Cost in Php (inclusive of VAT and freight)
1	ACER ES1-132-C0NU Midnight Black Windows 10 Intel Celeron Quad Core Processor N3450(2MB L2 Cache, 1.50 Ghz, up to 2.3 Ghz with Intel Burst Technology, DDR3L 1600 MHz, 6W) 2 GB of DDR3L system memory 500 GB 2.5-inch 5400 RPM 11.6" HD 1366 X 768 resolution, High-brightness Acer ComfyView LED-backlit TFT LCD Intel HD Graphics 500, supporting Open GL 4.3, OpenCL 1.2, Microsoft DirectX 12 2 Years warranty	units	262	14,350.00	3,759,700.00
	TOTAL				3,759,700.00

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

For BITSOFTTECHNOLOGY, Co.

AQUILINO PAJILA
Authorized Representative/Witness

For BITSOFTTECHNOLOGY, Co.

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SUC President II

63.1

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

BITSOFTECHNOLOGY. CO.

Represented By:



MARLYN G. NIELO, PhD
SUC President II

Represented by:

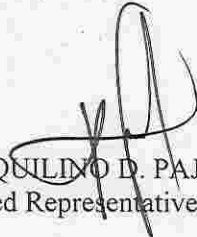


CHRISTIAN OLIVER M. MATAVERDE
General Manager

In the Presence of:



GRACE M. ANCHETA, CPA
Accountant III/Witness



AQUILINO D. PAJILA
Authorized Representative / Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF **QUEZON CITY**)

DEC 28 2017

SUBSCRIBED AND SWORN to before me this _____ 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

Christian Oliver M. Mataverde

WITNESS MY HAND AND SEAL.

Doc. No. 165
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Series of 2017

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Not. Com. No. NP-060 1-12-17 until 12-31-2018
IBP O.R No. 1038374 Jan. 2017 up to Dec. 2018
PTR O.R. No. 3881630 C 01-12-17
Roll No. 33832 / TIN #129-871-009
MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019 PASIG CITY
Address: 31-F Harvard St. Cubao, Q.C.

For BITSOFTECHNOLOGY, Co.

AQUILINO PAJILA
Authorized Representative/Witness

For BITSOFTECHNOLOGY, Co.

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