

CONTRACT FOR THE SUPPLY AND DELIVERY OF IT EQUIPMENT AND PERIPHERALS

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 07 DEC 2015 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. 266 Zone 24 Santa 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, after two (2) failed biddings, OMSC thru the use of alternative method specifically Negotiated Procurement invited and requested bidders to submit their proposal. Opening of Proposal was on September 25, 2015;

WHEREAS, the SUPPLIER'S bid was determined to be the Lowest Calculated and Responsive Bid 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 NINETY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT PESOS (PHP2,095,588.00).

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 SUPPLY AND DELIVERY OF IT EQUIPMENT AND PERIPHERALS with the following Technical Specifications:

Item No.	Offer	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	Acer Extensa M2610 Desktop Computers Form Factor Tower Processor Intel® Core™ i3-4160 Processor (3M Cache, 3.60 GHz) Chipset Intel® H81 Express Chipset Memory 4 GB DDR3 (Dual Cannel) Hard Disk Drive 500 GB 3.5-inch Optical Drive 16X Super-Multi drive Graphics Intel® HD Graphics 4400	48	set	30,000.00	1,440,000.00

For Masangkay Computer Center:

ROSEMERLYA QUILAP
Account Executive

For Masangkay Computer Center:

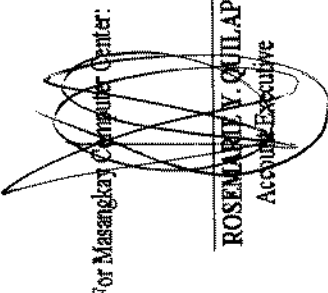
PETER KO WAI SHING
Owner/General Manager


For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

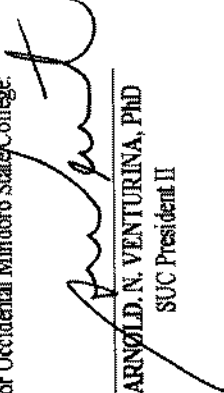
For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PhD
SUC President II

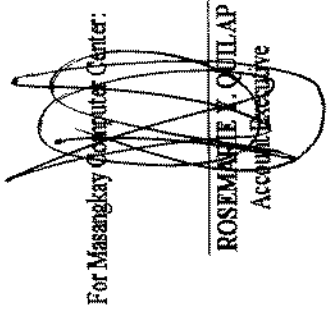
For Masangbay Computer Center:

ROSEMARIE V. QUILAP
Account Executive

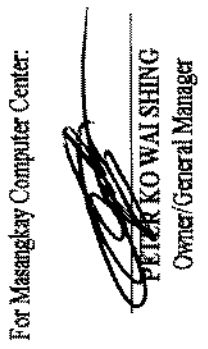
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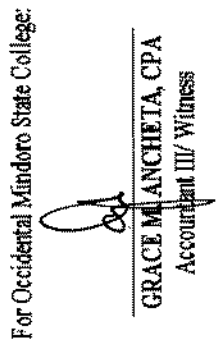
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GRACE M. ANCHETA, CPA
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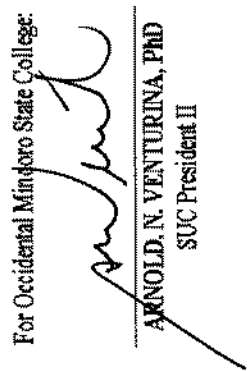
For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PHD
SUC President II

	<p>Audio Integrated high-definition, 5.1-channel surround sound Networking LAN: Gigabit Ethernet Keyboard & Mouse USB Keyboard and mouse Power Supply 300W Monitor Acer 18.5" widescreen LED Monitor OPERATING SYSTEM Windows 8.1 64-bit PRO Headset, webcam, 500w AVR-metal built-in 3x220, 1x10 WARRANTY One year Warranty</p>				
2	<p>Epson FX-2175 dot matrix printer Impact dot matrix, 9 pins, Bidirection with logic seeking, 476/539 cps high speed draft, Push Tractor paper feeding, 136/ 163/ 204/ 233/272 cpl printable columns, 589mmx350mmx167.5mm, 9.1 kg weight approx., with USB printer and power cable</p>	1	unit	22,100.00	22,100.00
3	<p>Epson L220 Printer On-demand ink jet, 180 nozzles Black, 59 nozzles each colour (Cyan, Magenta, Yellow), Bi-directional printing, Uni-directional printing, 5760 x 1440 dpi (with Variabl-Sized Droplet Technology), with CISS built-in manufactured, with Flatbed colour image scanner, USB 2.0 Hi-Speed, compatible with Windows XP/XP Professionalx64 Edition/Vista/7/8</p>	31	unit	8,550.00	265,050.00
4	<p>Epson LQ-310 dot matrix printer rint Method Impact dot matrix Number of Pins in Head 24 pins Print Direction Bi-direction with logic seeking High Speed Draft 10/12 cpi 347 / 416 cps Draft 10/12/15 cpi 260 / 312 / 390 cps Draft Condensed 17/20 cpi 222 / 260 cps LQ 10/12/15 cpi 86 / 103 / 129 cps LQ Condensed 17/20 cpi 147 / 172 cps with USB printer and power cable</p>	7	unit	13,896.00	97,272.00
5	<p>Brother DCP-T700W Print, Scan, Copy Functions Refill Tank System, Colour Printing, Copying, Networking (Wireless) Inkjet, 64 MB memory, 1-Line display, USB 2.0 Hi-Speed interface Fast print speeds up to 27/10 ppm (mono/colour) in Fast Mode Up to 11/6ipm (mono/colour) based on ISO/IEC 24734 Built-in Wireless for easy networking Up to 1,200 x 6,000 dpi print resolution Simplify workflow with unattended copying and scanning with 20-sheet automatic document feeder</p>	16	unit	11,500.00	184,000.00
6	<p>HP Pavilion 14-ab017TU (NEW) Processor Intel Core i3-5010U (2.1Ghz, 3MB L3 Cache) Camera HP TrueVision HD Webcam (front-facing) with integrated digital microphone Memory 4 GB 1600 MHz DDR3L SDRAM (1 DIMM) HDD 1TB (5400RPM) HDD ODD SuperMulti DVD burner OS Windows 8.1SL Battery 41Whr 4 cell Lithium-ion battery Display 14" diagonal HD BrightView WLED-backlit (1366 x 768) Graphics Intel HD Graphics 5500 Product Dimensions (W x D x H) 0.96 x 13.62 x 9.68 Product Weight Starting at 1.96 kg</p>	2	unit	28,499.00	56,998.00

For Masangkay Computer Center:

ROSEMARIE A. CUTILAP
Account Executive

For Masangkay Computer Center:

PETER KO WAI SHING
Owner/General Manager

For Occidental Mindoro State College:

GRACE MANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PhD
SUC President II

	<p>WLAN & Bluetooth 802.11b/g/n (1x1) and Bluetooth</p> <p>Ports "1 multi-format SD media card reader, 2 USB 3.0, 1 USB 2.0, 1 HDMI, 1 RJ-45 1 headphone/microphone combo"</p> <p>Sound Beats Audio; Dual Speakers</p> <p>Warranty 1 year warranty on parts and labor</p> <p>Color Silver</p>				
7	<p>HP Pavilion 10-f011AU Netbook</p> <p>Processor AMD Dual-Core A4-1200 (1.0GHz, 1MB L2 Cache, 3.9W)</p> <p>Chipset SoC (Temash)</p> <p>Memory On-board 2GB 1066MHz DDR3L SDRAM</p> <p>Hard Drive 500GB (5400RPM) hard drive</p> <p>ODD NONE</p> <p>OS Windows 8.1 Bing</p> <p>Batt 3-cell 24Whr Li-Ion Battery</p> <p>LCD 10.1-inch diagonal HD LED-backlit Display (1366x768)</p> <p>Graphics AMD Radeon™ HD 8180 Graphics</p> <p>Dimensions 2.19cm (H) x 27.28cm (W) x 19.35cm (D)</p> <p>Weight 1100g</p> <p>WLAN 1x1 802.11b/g/n WLAN and Bluetooth®</p> <p>Bluetooth YES</p> <p>Ports 1 x USB3.0; 1 x USB2.0; 1 x HDMI; RJ-45; Headphone-out/microphone-in combo jack</p> <p>Card Reader NONE</p> <p>Audio Dual speakers</p> <p>Warranty 1 year warranty parts labor</p> <p>Special Features Touchpad supporting multi-touch gestures without on/off button; (Front-facing) VGA Webcam with integrated digital microphone</p> <p>Color(s) Black</p>	1	unit	13,000.00	13,000.00
8	<p>ACER TMB113-M-53332G50akk</p> <p>Processor Intel®Ci53337UB 1.8ghz</p> <p>Memory 2GB of DDR3L system memory</p> <p>Storage 500GB 2.5-inch 5400RPM</p> <p>Display Screen 11.6" 1366 x 768 resolution, LEDbacklit, TFT LCD</p> <p>Graphics "Intel® HD Graphics 4000 with 128 MB of dedicated system memory, supporting Microsoft®DirectX®11, OpenGL®3.1, OpenCL™v1.1</p> <p>Dual Independent display support"</p> <p>Audio "High-definition Audio support</p> <p>Two built-in stereo speakers</p> <p>MS-Sound compatible</p> <p>Built-in microphone"</p> <p>Network Interface "WPAN networking · Bluetooth®4.0</p> <p>WLAN</p> <p>· Acer InViLink™Nplify™802.11a/b/g/n wireless LAN</p> <p>LAN</p> <p>· Gigabit Ethernet, Wake-on-LAN ready"</p> <p>Weight 1.32 kg (2.91 lbs.) with 4-cell battery pack</p> <p>Dimension 291 (W) x 211 (D) x 21.2/21.2 (H) mm (11.46 x 8.31 x 0.83/0.83 inches)</p> <p>Battery Type 37Wh 2500 mAh 14.8 V 4-cell Li-ion battery pack</p> <p>Battery Life Up to 5 hrs</p> <p>Camera "Acer Crystal Eye HD webcam with:</p>	1	unit	17,168.00	17,168.00

For Masangbay Computer Center:


ROSEMARY QUILAP
Account Executive

<ul style="list-style-type: none"> · 1280 x 720 resolution · 720p HD audio/video recording Acer Video Conference Manager software with Video Quality Enhancement (VQE) technology, supporting online video calls" Standard I/O Ports "2-in-1 card reader (SD™ Input and output, MMC) Ethernet (RJ-45) port HDMI® port with HDCP support External display (VGA) port Headphone/speaker jack DC-in jack for AC adapter USB 3.0 port Two USB 2.0 port" Operating System Windows 8.1SL 				
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For Masangbay Computer Center:


PETERKO WAL SHING
Owner/General Manager

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

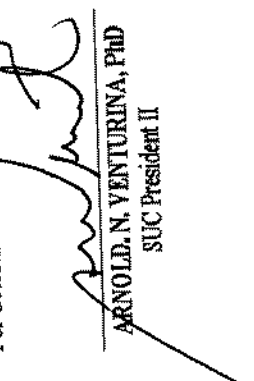
For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

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 Occidental Mindoro State College:


ARNOLD N. VENTURINA, 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

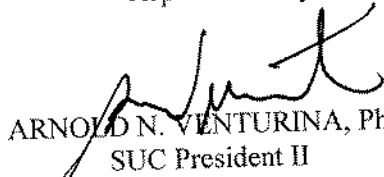
within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.


- 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


Represented By:


ARNOLD N. VENTURINA, PhD
SUC President II


GRACE M. ANCHETA, CPA
Accountant III/Witness

MASANGKAY COMPUTER CENTER

Represented by:


PETER KO WAI SHING
Owner/General Manager


ROSEMARIE Y. QUILAP
Account Executive/Witness

In the Presence of:

