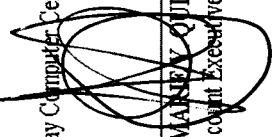


## CONTRACT FOR THE SUPPLY AND DELIVERY OF IT EQUIPMENT AND PERIPHERALS

For Masangkay Computer Center:

  
ROSEMARY QUILAP  
Account Executive


**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this 23 DEC 2014 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-

For Masangkay Computer Center:

  
PETER KO WAN SHING  
Owner/General Manager

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**, an Opening of Bids was duly conducted last 23 September 2014;

**WHEREAS**, the SUPPLIER'S bid was determined to be the Single 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 EIGHT MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED NINETY PESOS AND 0/100 (Php8,167,490.00).


**WHEREAS**, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on the third (3rd) day following the date of the PURCHASE ORDER and completion of the same 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 SUPPLY AND DELIVERY OF IT EQUIPMENT AND PERIPHERALS with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
	<b>LOT 1 - DESKTOP AND LAPTOP COMPUTERS</b>				
1	Desktop Computer, MC 605 Intel Core i3 Processor 3220 IVB, Intel H61 Express Chipset, 19.5" S200HQL BD LED Monitor RAM: 2GB DDR3, HDD: 500GB 7200RPM, AMD Radeon HD7470 2GB, 16X DVD-Super Multi-Drive, High Definition Audio-5.1 Channel Surround Sound Support, LAN:	200	Unit	29,214.00	5,842,800.00

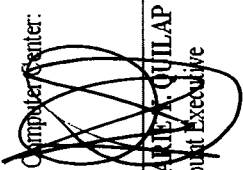
For Occidental Mindoro State College:

  
GRACE M. ANCHETA, CPA  
Accountant III/ Witness

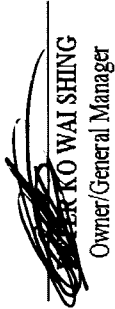
For Occidental Mindoro State College:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

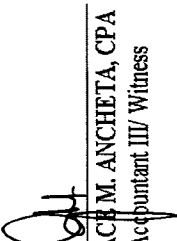
For Masangkay Computer Center:

  
ROSEMARIE A. QUILAP  
Account Executive

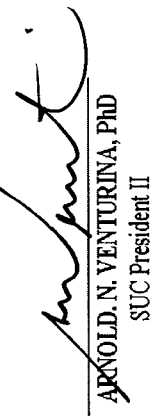
For Masangkay Computer Center:

  
TERKO WAI SHING  
Owner/General Manager

For Occidental Mindoro State College:


  
GRACE M. ANCHETTA, CPA  
Accountant III/ Witness

For Occidental Mindoro State College:


  
ARNOLD N. VENTURINA, PHD  
SUC President II

	Gigabit Ethernet, Front: 2x USB 2.0 Ports, Multi-in-1 Card Reader, Back: 4x USB Keyboard & Mouse, Microsoft Windows 8 64-Bit; with A4 Tech webcam and Headset with mic suitable for Speech laboratory; 1 Year Warranty				
2	Computer Set, Intel Core i7- Board, SATA 2 2x500 GB Seagate Hard Disk Drive 7200 rpm, Monitor 18.5" AOC/ACER LED 1366x768, 2x4 GB DDR3 Kingston Mmemory, A4 Tech KR/S-8520 Keyboard & Optical Mouse Combo, Black Casing 650 watts with dual fan, DVD Multi Recorder 24x Light Scribe, AVR 1000 watts (high end) 3x220, 1x110 metal built-in, A4Tech Speaker, A4Tech Headset & A4 Tech Webcam	1	Unit	33,968.00	33,968.00
3	Computer Server, IBM System X3300M4; P/N 7382B2A; Processor: Intel Xeon I Processor E5-2407 (quadcore, 2.2 GHz); Memory: 8GB PC3L-10600 ECC DDR3 LP RDIMM; Hard Drive: 2x500GB 7.2K 6Gbps Hot Swap SATA; Disk Control: Integrated 3 Gbps Software RAID -0, -1, 10 Standard; Network Interface: Intel 1350 Quad 1GB Ethernet Controller (2 porte Via FoD)	1	Unit	109,374.00	109,374.00
4	Laptop Computer, HP NB Pavilion 14-V014TX/Inte Core i5-4210U/ 4GB RAM/ 500GB HDD/ Win8.1/ 2GB VRAM 830M/ Snow White/ 1/1/0	2	Unit	38,170.00	76,340.00
<b>TOTAL FOR LOT 1</b>					<b>6,062,482.00</b>
<b>LOT 2 - MULTI-MEDIA EQUIPMENT AND PERIPHERALS</b>					
5	Interactive Whiteboard, Interactive Board eInstruction Touch Board Model 2078, U.S. Technology EITB2078 Physics size (W xH x D : 70.0" x 53.5" x 14" Touch area (W xH) :65" x 48.5" Aspect ratio : 43 Surface : Durable dry erase surface Gestures : Finger touch, multi-gesture function Writing : Non-electronic pens & wand, finger Software: : Workspace features page tools, multimedia tools. Editing tools, presentation tools, file management tools, save print & export, 50 simple-to-use annotation tools, Math tools, record and playback, camera capture, Office mode (Word, Excel, Powerpoint). Remote Control: : iPad and Android Tablets as portable interactive whiteboard Interface: : Student response systems for real time assessment feedback : Mobile interactive whiteboards for student-centered learning & teacher mobility Integration: : Learning platforms like Moodle, Sakai, Blackboard, etc. Response System: : Able to launch Flow assessment, classroom performance & response software Support: : Examview (Test Generator, Test Manager and Publisher content) and Examview Question Bank, Test builder Users: : Allows up to 9 users for one IWB Gallery Content: : Access over 4,000 teaching	5	Unit	77,935.00	389,675.00

For Masangkay Computer Center:

  
ROSEMARIE T. OULAP  
Account Executive

For Masangkay Computer Center:

  
PETER KO WAI SHING  
Owner/General Manager

For Occidental Mindoro State College:

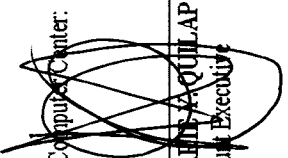
  
GRACE M. ANCHETA, CPA  
Accountant III/ Witness

For Occidental Mindoro State College:

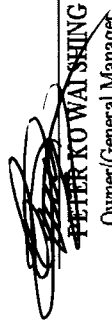
  
ARNOLD N. VENTURINA, PhD  
SUC President II

	resources (images, animation, interactive lessons) Computer Connection: : USB Calibration (Orientation): : WINDOWS 7 16-crosshair calibration Screen Surface: : Ceramic, Aluminum coating Power Supply: : USB powered Resolution: : 8000 x 8000 Positioning Accuracy: : 0.2mm, subject on calibration Typical Accuracy: :0.5mm Cursor Speed: ≥125 dots/second Response Object Size (mini size an object able to be detected by the board): :3mm Response Speed: : First dot (click)First point 25ms, consecutive points 8ms, continuous writing 8ms Operating humidity: :20% to 80% Operating Temperature: :5° to 46°C Storage Temperature: :-40° to 70°C Cleaning Methods: :Non-abrasive tissue/eraser Warranty: :1 year Compatibility: :Windows, Mac OS X and Linux Installation: :Free installation Training: :On-site training for one (1) day scheduled at the end-user's convenience				
6	LCD Projector, K130 300 ANSI Lumens LED DLP Projector, Pocket-size, radiant display: 1280x800 Native WXGA-1600x1200; Max UXGA- Contrast Ratio 10,000:1-300 ANSI Lumens-1.07 Billion Colors - 20,000 Hours LED Lamp Life - Acer Color Boost II Technology; with projector screen	26	Unit	31,720.00	824,720.00
7	Ceiling Bracket for Projector for Interactive Whiteboard	5	Unit	54,600.00	273,000.00
8	VGA Cable, 15 meters	5	Unit	325.00	1,625.00
9	UPS-APC 400 watts/650VA	5	Unit	7,320.00	36,600.00
10	Digital Camera, 20mp	1	Unit	7,612.00	7,612.00
<b>TOTAL FOR LOT 2</b>					<b>1,533,232.00</b>
<b>LOT 3 - PRINTERS AND IT PERIPHERALS</b>					
11	All-in-One Printer with CISS built-in manufacture, 180 nozzles black, 59 nozzles each colour (Cyan, Magenta, Yellow), Bi-directional printing, Uni-directional printing, 5760 x 1440 dpi (with variable-sized droplet technology), flatbed colour image scanner, compatible with Windows XP/ XP Professional x 64 edition/ Vista/7/8, Mac OS X 10.5.8, 10.6.x, 10.7.x	12	Unit	5,888.00	70,656.00
12	L355 Printer, All-in-One Printer with CISS built-in manufacture, 180 nozzles black, 59 nozzles each colour (Cyan, Magenta, Yellow), Bi-directional printing, Uni-directional printing, 5760 x 1440 dpi (with variable-sized droplet technology), flatbed colour image scanner, USB 2.0 Hi-Speed, IEEE 802.11b/g/n wireless, Epson iPrint mobile and cloud printing	1	Unit	12,160.00	12,160.00
13	Printer (LQ 300 + 1), dot matrix, 24 pins, 300 cps (High Sped draft 10cpi), 64 kb input buffer, Manual Insertion: Rear in, Top out Push	6	Unit	13,120.00	78,720.00

For Masangkay Computer Center:

  
ROSEMARIE A. QUIJAP  
Account Executive

For Masangkay Computer Center:

  
PETERKO 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

	tractorL Rear in, Top out Pull tractor: Rear/ Bottom in, Top out Cut Sheet Feeder: Rear in, Top out, Bi-directional parallel interface (IEEE-1284 niddle mode supported); Serial Interface; USB interface (ver 1.1), 1 original + 3 copy capability				
14	Printer (FX - 2175), dot matrix, 9 pins, 476 cps@ High Speed Draft 10 cpi, 128kb input buffer, paper feeder: Optional (Single bin) tractor, Feeder: Pull, tractor (Front or Rear In, Top Out) paper path, Standard: USB (ver 1.1.) I/F, Type B I/F Level 2 (Option) interfaces, 1 original + 4 copies always copy capability	1	Unit	24,000.00	24,000.00
15	Wireless Router; Dual-Band N900 Router with Gigabit and USB, 10/100/1000 Mbps (Gigabit Ethernet) switch port speed, 2.4 and 5 GHz radio frequency, 6 (3 per band) no. of antenna, Power, USB, Internet, Ethernet (1-4) ports, Reset, Wi-Fi Protected Setup buttons, 8.86" x 0.98" x 6.30" (225 x 25 x 160 mm) dimensions	4	Unit	7,040.00	28,160.00
16	Wireless N-Access Point with Power over Ethernet, IEEE 802.11n, 802.11b, 802.3af, 802.3u, 802.1X (security authentication), 802.1Q (VLAN), 802.1D (Spanning Tree), 802.11i (WPA2 security), 802.11e (wireless Qos), IPv4 (RFC 791), IPv6 (RFC 2460), LAN Fast Ethernet auto sensing, DC jack ports, Power button (on/off) switch, Power (on/off) push button, Reset buttons, category 5e or better cabling type, Internal antennas or optimized for wall, ceiling, or desktop placement, Power, WLAN, LAN LEDS	4	Unit	7,424.00	29,696.00
17	16-Port Gigabit Switch	14	Unit	5,568.00	77,952.00
18	24-Port Gigabit Switch	4	Unit	16,256.00	65,024.00
19	UTP Cable Belden Cat5	9	Unit	19,712.00	177,408.00
20	RJ 45 Connector	500	Unit	16.00	8,000.00
<b>TOTAL FOR LOT 3</b>					<b>571,776.00</b>
<b>OVERALL TOTAL</b>					<b>8,167,490.00</b>

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.”*

- 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:


Represented by:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

  
PETER KO WAI SHING  
Owner/General Manager

*In the Presence of:*

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
ROSEMARIE Y. QUILAP  
Account Executive/Witness

### ACKNOWLEDGEMENT

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

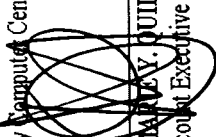
29 DEC 2014 SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of  
, 2014, affiants exhibiting to me their Competent Evidence of Identity  
as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to  
be the same persons who executed the foregoing instrument and acknowledged 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>
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
PETER KO WAI SHING			


WITNESS MY HAND AND SEAL.

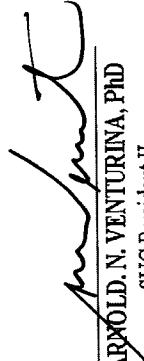
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Series of 2014

*Ronald C. Ching*  
ATTY. RONALD SEGUNDINO C. CHING  
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MILE COMPLIANCE NO. 13-0010300

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ROSEMARY JULAP  
Account Executive

For Masangkay Computer Center:  
  
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