

CONTRACT AGREEMENT

SUPPLY AND DELIVERY OF VARIOUS IT EQUIPMENT AND SUPPLIES FOR THE S & T ENHANCEMENT THROUGH THE DIFFUSION OF STARBOOKS TECHNOLOGY

Contract No. PB2019-06-002
Date: June 10, 2019

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this 21st day of JUNE 2019 between **DEPARTMENT OF SCIENCE AND TECHNOLOGY - CARAGA (DOST RO XIII)**, a National Government Agency created to full cabinet stature by virtue of Executive Order 128 dated January 30, 1987, with regional office at CSU Campus, Ampayon, Butuan City, Philippines, represented herein by its Regional Director, **DOMINGA D. MALLONGA**, hereinafter called "**THE ENTITY**" of the one part and **BITSOFT TECHNOLOGY CO.** with business address at 61 Xavierville Ave., Unit 711 Royale Condo, Loyola Heights, Quezon City, Philippines, represented herein by its Business Development Manager, **MARIA REGINA D. MIGUEL** hereinafter called "**THE SUPPLIER**" of the other part:

WITNESSETH

WHEREAS, the **ENTITY** needs to procure brand new Various IT Equipment and Supplies for the S & T Enhancement through the Diffusion of STARBOOKS Technology with specifications that meet and comply with the current technology to support the functions and operations of the Department;

WHEREAS, a public bidding was held in DOST Caraga Regional Office, CSU Campus, Ampayon, Butuan City for the Procurement of Various Equipment for the S & T Enhancement through the Diffusion of STARBOOKS Technology;

WHEREAS, the **ENTITY** invited bids for the Procurement of Various IT Equipment and Supplies for the S & T Enhancement through the Diffusion of STARBOOKS Technology and has accepted bids from the **SUPPLIER** for the supply of the goods not later than ninety (90) calendar days upon receipt of Notice to Proceed with the sum of **One Million One Hundred Twelve Thousand Pesos only (Php 1,112,000.00)** being "the Contract Price" for the 18 units Desktop Computer and 100 units Hard Disk Drive;

WHEREAS, the **SUPPLIER** bid proposal on Public Bidding for the Procurement of Various IT Equipment and Supplies for the S & T Enhancement through the Diffusion of STARBOOKS Technology was adjudged as the most advantageous and favorable to DOST-Caraga based on the consolidated technical and financial evaluation of all received bids;

WHEREAS, the **SUPPLIER** is the bidder with the Lowest Calculated and Responsive Bid (LCRB) for 18 units Desktop Computer and 100 units Hard Disk Drive for the Public Bidding of Various IT Equipment and Supplies for the S & T Enhancement through the Diffusion of STARBOOKS Technology by the DOST Caraga Bids and Award Committee (**DOST-Caraga BAC**) as contained in the Notice of Award dated **May 27, 2019**;

WHEREAS, the **SUPPLIER**, with an address of 61 Xavierville Ave., Unit 711 Royale Condo, Loyola Heights, Quezon City, Philippines, offered to supply and deliver the 18 units Desktop Computer and 100 units Hard Disk Drive at DOST-Caraga, CSU Campus, Ampayon, Butuan City;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;

- (e) the Special Conditions of Contract; and
- (f) the Entity's Notification of Award and Performance Bond.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree, on the following terms and conditions, to wit:

ARTICLE I

OBLIGATIONS OF SUPPLIER

1. To deliver Various IT Equipment and Supplies at a grand total cost of One Million One Hundred Twelve Thousand (Php 1, 112,000.00), inclusive of all taxes, broken down as follows:

Qty	Unit	Item	Price per unit	Total Price
18	Unit	Desktop Computer <ul style="list-style-type: none"> • Processor Intel Corei3-8100 • Memory: 8GB, DDR4-2666 • Storage: 1 TB, 3.5 HDD Data Sheet with up to 8TB • Optical Drive: Asus DRW-24D5MT – internal 24x DVD burner/writing speed Bundled with: <ul style="list-style-type: none"> • Monitor: 19.5" TN Monitor with LED backlight panel • With keyboard and mouse • With APC Back-UPS 650 VA, 230 V, • With AVR, universal sockets • With computer headsets, 3.5 mm earphone and microphone plug • With computer speaker • With OS – Windows 10 – 64bit 	39,000.00	702,000.00
100	Unit	Hard Disk Drive <ul style="list-style-type: none"> • 2.5-inch HDD with 1TB up to 5TB capacity • Interface: SATA 6.0Gb/s • Data Transfer Rate: Up to 140 Mb/s • Cache: 128MB • RPM: 5400 RPM • Spindle Speed: 5400 rpm • Bytes per Sector: 512/4096 • Read/Write Power, Average (W): 1.6/1.7 • Fast data rates of up to 140MB/s 	4,100.00	410,000.00

That the above items are in accordance with the date, place, quantity and all agreements as provided in the Bidding Documents (Instruction to Bidder (ITB)) for Public Bidding for the Procurement of Various IT Equipment and Supplies for the S & T Enhancement through the Diffusion of STARBOOKS Technology, and made an integral part of this contract.

2. Warrant the following:

That the items or equipment delivered are compliant to the required specification/s as stated under the financial and the technical proposals. During the inspection, if the item/s will not comply with the required specification/s, a replacement equivalent or higher to the required specification will be provided, otherwise, a Waiver to the Contract will be executed.

[Handwritten signatures]

[Handwritten signatures on the right margin]

That the equipment supplied are free from defects due to design or workmanship. The items shall be free from any apparent defects prior to acceptance. Below is a table showing the required warranty:

Warranties for the Equipment: - One (1) year warranty
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Warranty for all hardware components, peripherals and special devices of equipment supplied shall take effect upon the issuance of a letter of acceptance from the DOST Caraga representative/s. The warranty feature also includes parts and services/labor applied thereon. That all units to be delivered are sealed with a warranty sticker and such sticker will be replaced after the said unit has gone repair by a technical representative represented by both parties.

The on call support must be available eight (8) hours a day, five (5) days a week. When the problem cannot be solved by an on-call support, troubleshooting must be done on-site. All components beyond repair shall be replaced at no cost to the entity during the effectivity and conditions of the warranty.

Provide to the entity service unit of the same specifications or higher if the unit cannot be repaired within eight (8) hours. The supplier must shoulder all expenses of the technical person(s) who will be providing the technical service on-site.

Warranty is not covered if the cause of defect is due to the entity's negligence.

ARTICLE II

ASSURANCE OF FAITHFUL OBLIGATION

In order to assure that defects arising from normal wear and tear during the specified warranty period shall be corrected, the faithful obligation shall be covered by either retention money or special bank guarantee in an amount equivalent to at least one percent (1%) of the total contract price. The said amount shall only be released after the lapse of the warranty period.

ARTICLE III

OBLIGATIONS OF DOST CARAGA

The **ENTITY** shall pay the sum of **One Million One Hundred Twelve Thousand Pesos only (Php 1, 112,000.00)** inclusive of all taxes, after complete delivery to and acceptance as to quantity and technical specifications by **SUPPLIER** of all items enumerated in paragraph 1, Article I, provided that withholding and other applicable taxes shall be deducted there from and remitted directly to the Bureau of Internal Revenue and to Butuan City Treasurer's Office. Items which will be subsequently rejected by **ENTITY** due to technical deficiency and will not be willingly replaced by the **SUPPLIER** shall not be paid by **ENTITY**.

ARTICLE IV

BREACH OF CONTRACT

Breach of any of the terms and conditions shall cause the cancellation of this contract and the guilty party shall be liable for damages, attorney's fees and cost of suit. Additionally, if the guilty party is the **SUPPLIER**, it shall also cause the forfeiture of its performance security in





favor of the government, without prejudice to the availment by the **ENTITY** of other legal remedies under the premises.

Breach of Article I, paragraphs 1 and 2 including its subparagraphs, shall give the **ENTITY** the option to rescind this contract and both parties shall be obliged to return what has been received pursuant to this contract. The **ENTITY** shall exercise its option within thirty (30) calendar days from occurrence of the breach otherwise it shall be deemed as waived.

ARTICLE V

PENALTIES FOR LATE DELIVERY AND SERVICES

In case of delay in the delivery and installation of the hardware and the services before the warranty lapses, the **SUPPLIER** will pay a penalty equivalent to (0.1%) of the amount of the undelivered goods or delay on services (during the warranty period) per day of delay. The delivery and installation period to the **ENTITY** shall be within ninety (90) calendar days from the receipt of Notice to Proceed.

All deliveries by the **SUPPLIER** shall be subject to inspection and acceptance by the DOST-Caraga. Rejected deliveries shall be construed as non-delivery of product (s) so ordered and shall be subject to liquidated damages if no replacement equivalent or higher to the required specifications will be provided within the specified delivery period.

ARTICLE VI

LIQUIDATED DAMAGES

In case/s when the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the **SUPPLIER** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount at least equal to one-tenth of one percent (0.001) 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.

The **ENTITY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **ENTITY** concerned shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

ARTICLE VII

PERFORMANCE BOND

The **SUPPLIER** hereby undertakes to furnish the **ENTITY** a Performance Security in the form of surety bond guaranteed callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in an amount equivalent to thirty percent (30%) of the total contract price or in the form of bank draft/guarantee or irrevocable letter of credit issued by a Universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price or in the form of Cash or Cashier's/ Manager Check issued by a universal or commercial bank in an amount equivalent to five percent (5%) of the total contract price, as guarantee for the payment of any claim made by the **ENTITY** for losses, liability, injury or damage arising from or growing out of supplies

obligations under this contract, and for the faithful performance made by the ENTITY of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for filing such claim(s) or loss, liability, injury or damage shall have lapsed. Provided, however, that if any claim for any of the foregoing has been filed within the said period, then in any such case, said bond should continue.

**ARTICLE VIII
SEPARABILITY CLAUSE**

If any paragraph, sub-paragraph or part of this contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, sub-paragraphs or parts of said contract.

**ARTICLES IX
MISCELLANEOUS PROVISIONS**

The Instruction to Bidders (ITB), Terms of Reference (TOR), the Bid Documents, Bid Bulletin and other related issuances and the Bid Form shall form an integral part of this contract.

Amendment or revision of any provision herein found shall be upon mutual agreement and approval of both parties.

ARTICLES X

EFFECTIVITY


This contract shall take effect immediately upon signing hereof.


**DOST CARAGA
ENTITY**

**BITSOFT TECHNOLOGY CO.
SUPPLIER**

By:

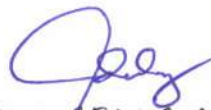
By:


DOMINGA D. MALLONGA
Regional Director
CTC No. 08580680
Issued on January 21, 2019
Issued at Butuan City


MARIA REGINA D. MIGUEL
Business Development Manager
CTC No. 205 09705
Issued on June 28, 2019
Issued at Quezon City

Signed in the presence of:


IMELDA S. MEZO, ARD, FAS


MARIA GRACIA C. DEZA CRUZ

Availability of Allotment/Funds:


MARITES M. APOLINARIA
AO V / Acting Accountant

ORS/BURS No. :	<u>02-101101-2019-01-0712</u>
Date of the ORS/BURS:	<u>July</u>
Amount:	<u>1,112,000.00</u>

GA - Starbooks

ACKNOWLEDGEMENT

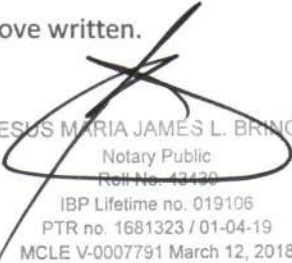
Republic of the Philippines }
City of Butuan } s.s.

BEFORE ME, this JUL 05 2019 day of 2019, personally appeared the above – named persons 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 voluntary deed.

This instrument consisting of seven (7) pages, including this page on which acknowledgment is written has been signed by this parties and their instrumental witnesses on each and every page thereof and is referred to as a Contract for the Supply and Delivery of Various Equipment for the S & T Enhancement through the Diffusion of STARBOOKS Technology.

WITNESS MY HAND AND SEAL, on the date and in the place above written.

Doc. No. 327;
Page No. 67;
Book No. 532;
Series of 2019.


JESUS MARIA JAMES L. BRINGAS
Notary Public
Roll No. 43430
IBP Lifetime no. 019106
PTR no. 1681323 / 01-04-19
MCLE V-0007791 March 12, 2018
Serial No. 68-12-2017 until December 31, 2019









ACKNOWLEDGEMENT

Republic of the Philippines }
City of Quezon } s.s.

BEFORE ME, this JUN 28 2019 day of _____, 2019, personally appeared the above – named persons 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 voluntary deed.

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WITNESS MY HAND AND SEAL, on the date and in the place above written.

Doc. No. 46 ;
Page No. 11 ;
Book No. IX ;
Series of 2019.

[Signature]
ATTY. ROQUELO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Nat. Com. Exp. NP-124-1-12-19 until 12-31-2020
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
PTR O.R. No. 7370155-G-1-7-10 / Roll No. 33602 / TIN# 129-871-009
MCLE No. V-0019290 valid from 04/15/2010 until 04/14/2019/PASIG CITY
Address: 31-F Harvard St. Cubao, Q.C.

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