

**CONTRACT FOR THE PROCUREMENT OF
INFORMATION TECHNOLOGY EQUIPMENT**

This Contract for Procurement is made and entered into this ___ day of March 2016 at Manila by and between:

PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE, a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official address at New Executive Building, J.P Laurel Street, Malacañang, Manila, herein represented by its Secretary, **HON. HERMINIO B. COLOMA, JR.**, hereinafter referred to as the **PROCURING ENTITY**;

-and-

INFOBAHN COMMUNICATIONS, INC., a duly established company organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2/F DRB (Fil-American) bldg. Aurora Blvs. Cor. La Salle St. Cubao, Quezon City, represent by its Authorized Representative, **MS. SHIRLYN DL. CABALITAN**, hereinafter referred to as the **SUPPLIER**.

-WITNESSETH-

WHEREAS, the **PROCURING ENTITY** needs a supplier who/which can install and develop its Tri-Media Information System requirement for its operations centers:

WHEREAS, the **SUPPLIER** is engaged, among others, in the business of procuring, acquiring and selling to the public information and computer technology goods and services as may be developed, and represents itself to be qualified to supply information technology such as information system development;

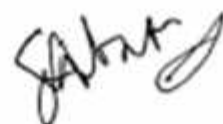
WHEREAS, the **PROCURING ENTITY** conducted bidding which was divided into three (3) lots in compliance with Republic Act 9184 and the **SUPPLIER** participated in Lot No. 3 and met all the eligibility requirements which are found by the PCOO Bids and Awards Committee (BAC) to be responsive to the bidding requirements;

WHEREAS, the PCOO BAC, through Resolution No. 04 issued on 10 March 2016, awarded to the **SUPPLIER** the IT equipment requirements of PCOO (Lot 3);

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein contained, the parties agree as follows:

I. PURCHASE AND SALE

The **SUPPLIER** agrees to sell and the **PROCURING ENTITY** agrees to purchase one (1) unit of Tri-Media Information System Development as



described in **Section VII. Technical Specifications** of the Bidding Documents:

II. PRICE

The **PROCURING ENTITY** shall pay the **SUPPLIER** the amount of Php 995,000.00 for the above-mentioned IT equipment to be delivered and installed/developed within ninety (90) calendar days from receipt of the Notice to Proceed as stated in **Section VI. Schedule of Requirements** of the Bidding Documents:

III. RISK OF LOSS

The risk of loss from any casualty to the IT equipment, regardless of the cause, will be the responsibility of the **SUPPLIER** until the IT equipment have been received by the **PROCURING ENTITY**.

IV. RIGHT TO INSPECTION

The **PROCURING ENTITY** or its representative shall have the right to inspect and to test the IT equipment upon delivery to confirm their conformity to the specifications contained in the Bidding Documents at no extra cost to the **PROCURING ENTITY**. In case the IT equipment fails to pass any inspection and/or test or do not conform to the specifications, the **SUPPLIER** shall either rectify or replace, whichever is appropriate, such rejected IT equipment or parts thereof or make alterations necessary to meet the specifications at no cost to the **PROCURING ENTITY**, and shall repeat the test and/or inspection, at no cost to the **PROCURING ENTITY**.

V. WARRANTY

The **SUPPLIER** warrants that the IT equipment sold hereunder are new and free from substantive defects in workmanship and materials. **SUPPLIER's** liability under the warranty is limited to replacement of goods or repair of defects or refund of the purchase price at the **PROCURING ENTITY's** option.

VI. MISCELLANEOUS

All provisions stated in the Bidding Documents shall form an integral part of this Contract.

WITH FULL KNOWLEDGE of the stipulations herein contained, the parties have hereunto affixed their signatures on the date and place above-written.



**PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE**
Procuring Entity

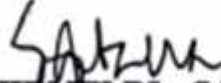
Represented by:



HON. HERMINIO B. COLOMA, JR.
Secretary

**INFOBAHN COMMUNICATIONS,
INC.**
Supplier

Represented by:



MS. SHIRLYN D.L. CABALITAN
Authorized Representative

SIGNED IN THE PRESENCE OF:



ATTY. JESS ANTHONY Q. YU
UNDERSECRETARY



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)S.S.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this ___
day of March 2016, personally appeared the following:

Name	Valid Government Issued ID	Date/Place of Issue
Herminio B. Coloma, Jr.	_____	_____
Shirlyn DL. Cabalitan	<u>SSSID: 0341026213-3</u>	<u>2008 / Q.C.</u>

who are all known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed and that of the agency/company they represent.

This instrument consisting of four (4) pages, including the page on which this acknowledgment is written, is signed by the parties and their witnesses on all pages.

WITNESS my hand and seal at the place and date above written.


 ATTY. ROGELIO J. BOLIVAR
 NOTARY PUBLIC IN QUEZON CITY
 AM #075-Notary Public - 05-15-15 until Dec. 31, 2016
 IBP O.R #975578-12-01-14 Q.C.
 PTR O.R #2131844 C -01-04-16
 Roll No. 33832 / TIN #129-871-009
 MCLE 4 #0008883 / 24-10-2012 PASIG CITY
 Address: 31-F Harvard St. Cubao, Q.C.

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Series of 2016.