

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

MAR 29 2016

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-

**S1. TECHNOLOGIES, 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 #70 De Jesus St., San Francisco Del Monte, Quezon City, represented by its Authorized Representative, **MS. ARRIANE S. MENDIOLA**, hereinafter referred to as the **SUPPLIER**.

**-WITNESSETH-**

**WHEREAS**, the **PROCURING ENTITY** needs the following equipment for its operations:

<b>Item Description</b>	<b>Quantity</b>
Desktops	30
Laptops	15
Laptop for Presidential Coverage	1
Microsoft Office Applications	51
Printer	6
Scanner	1
Router	5
Switch	1
Server	1

**WHEREAS**, the **SUPPLIER** is engaged in the business of trading of goods such as computer hardware on whole sale/retail basis and represents itself to be qualified to supply information technology (IT) equipment such as, but not limited to, desktop, laptop, software applications, printer, scanner, router, switch and server;

**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. 1 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. 05 issued on 11 March 2016, awarded to the **SUPPLIER** the IT equipment requirements of PCOO (Lot 1);

**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 the following items described in **Section VII. Technical Specifications** of the Bidding Documents as well as Bid Bulletin No. 1 issued on 16 February 2016.

<b>Item Description</b>	<b>Quantity</b>
Desktops	30
Laptops	15
Laptop for Presidential Coverage	1
Microsoft Office Applications	51
Printer	6
Scanner	1
Router	5
Switch	1
Server	1

**II. PRICE**

The **PROCURING ENTITY** shall pay the **SUPPLIER** the following amounts for the above-mentioned IT equipment to be delivered within thirty (30) calendar days after issuance of the Notice to Proceed as stated in **Section VI. Schedule of Requirements** of the Bidding Documents:

<b>Quantity</b>	<b>Item Description</b>	<b>Unit Price (Php)</b>	<b>Total Price (Php)</b>
30	Desktops	39,966.64	1,198,999.20
15	Laptops	39,999.34	599,990.10
1	Laptop for Presidential Coverage	79,950.00	79,950.00
51	Microsoft Office Applications	10,980.40	560,000.40
6	Printer	24,833.34	149,000.04
1	Scanner	9,999.00	9,999.00
5	Router	17,940.00	89,700.00
1	Switch	10,950.00	10,950.00
1	Server	250,000.00	250,000.00
<b>GRAND TOTAL</b>			<b>2,948,588.74</b>

**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*

**S1. TECHNOLOGIES, INC.**  
*Supplier*

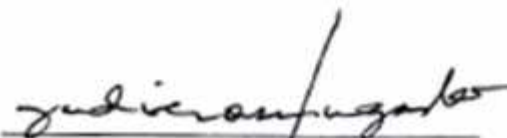
Represented by:



**MS. ARRIANE S. MENDIOLA**  
*Authorized Representative*

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**ATTY. JESS ANTHONY Q. YU**  
UNDERSECRETARY

  
\_\_\_\_\_  
**ATTY. JODIE ROSE TUGADO**

