

**CONTRACT FOR PROCUREMENT OF
INFORMATION TECHNOLOGY EQUIPMENT**

This Contract for Procurement is made and entered into this __ day of June 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-

SIM COMPUTER SALES 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 3RD floor Metrostar Bldg., 1007 Metropolitan Ave., Makati City, represented by its Authorized Representative, **MR. GERRY P. REYES**, hereinafter referred to as the **SUPPLIER**.

-WITNESSETH-

WHEREAS, the **PROCURING ENTITY** needs the following equipment for its Integrated Computerization Project:

Item Description	Quantity
Data Cabinet	1
Patch Panel	9
Local Area Network (LAN) Structured Cabling (inclusive of materials and labor)	145
Network Switch (Managed, 24 ports)	2
Network Management Software	1
Digitization ADE Scanner	1
Wireless Access Point (Indoor 802.11n)	6
WLAN Controller	1
Video Camera	1
Live Stream software	2
Database server	2
MySQL Standard Edition	1
Live Stream Equipment	1

WHEREAS, the **SUPPLIER** is engaged in the business of trading of goods such as personal computers on wholesale/retail basis and represents itself to be qualified to supply information technology (IT) equipment;

WHEREAS, the **PROCURING ENTITY** conducted bidding in compliance with Republic Act No. 9184 and the **SUPPLIER** participated therein 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. 09 issued on 09 June 2016, awarded to the **SUPPLIER** the IT equipment requirements of PCOO;

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 the **Annex B - Items and Specifications** of the Invitation for Negotiated Procurement.

Item Description	Quantity
Data Cabinet	1
Patch Panel	9
Local Area Network (LAN) Structured Cabling (inclusive of materials and labor)	145
Network Switch (Managed, 24 ports)	2
Network Management Software	1
Digitization ADE Scanner	1
Wireless Access Point (Indoor 80211n)	6
WLAN Controller	1
Video Camera	1
Live Stream software	2
Database server	2
MySQL Standard Edition	1
Live Stream Equipment	1

II. PRICE

The **PROCURING ENTITY** shall pay the **SUPPLIER** the following amounts for the above-mentioned IT equipment to be delivered within forty-five (45) calendar days after the issuance of Notice to Proceed as stated in **Annex A - Schedule of Requirements** of the Invitation for Negotiated Procurement:

Qty.	Item Description	Unit Price (PHP)	Total Price (PHP)
1	Data Cabinet	89,000.00	89,000.00
9	Patch Panel	24,500.00	220,500.00
145	Local Area Network (LAN) Structured Cabling (inclusive of materials and labor)	5,450.00	790,250.00
2	Network Switch (Managed, 24 Ports)	119,000.00	238,000.00
1	Network Management Software	49,500.00	49,500.00
1	Digitization ADE Scanner	39,500.00	39,500.00
6	Wireless Access Point (Indoor 80211n)	27,500.00	165,000.00
1	WLAN Controller	63,000.00	63,000.00
1	Video Camera	149,000.00	149,000.00
2	Live Stream Software	45,500.00	91,000.00
2	Database Server	249,500.00	499,000.00
1	MySQL Standard Edition	149,000.00	149,000.00

1	Live Stream Equipment	799,000.00	799,000.00
	TOTAL PRICE		3,341,750.00

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 Invitation for Negotiated Procurement 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


SIM COMPUTER SALES INC.

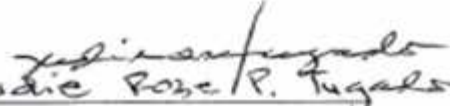
Supplier

Represented by:


MR. GERRY P. REYES
Authorized Representative

SIGNED IN THE PRESENCE OF:


Jerrilyn Paral


Judie Rose P. Tugala

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)S.S.
MAKATI CITY

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this JUN 21 2016
day of June 2016, personally appeared the following:

Name	Valid Government Issued ID	Date/Place of Issue
Herminio B. Coloma, Jr.	<u>Diplomatic Passport</u> <u>060010 213</u>	<u>6/2/2014</u>
Gerry P. Reyes	<u>CSFH: 33-9205498-1</u>	<u>Makati City</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.

Notary Public

d
Doc. No.: 048
Page No.: 71
Book No.: 425
Series of 2016.


RUBEN T. M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2017
2734 M. AURORA ST., MAKATI CITY
IBP NO. 1009530 / CY-2015 APPT. NO. M-23
ROLL NO. 28947 / MCLE - 4 NO. 006324 / 06-19-15
PTR NO. MKT 5323578 / 01-04-16