

## Contract of Rental/Lease of IT Equipment for ASEAN 2017 Chairmanship

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This Contract is made and entered into by and between:

The **Presidential Communications Operations Office** (hereinafter referred to as the "**PROCURING ENTITY**"), a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official office address at the New Executive Building, J.P. Laurel Street, Malacañang, Manila, Philippines, herein represented by **UNDERSECRETARY GEORGE A. APACIBLE** as authorized representative of the Head of the **PROCURING ENTITY**;

-and-

**SIM Computer Sales, Inc.** (hereinafter referred to as the "**SUPPLIER**"), a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3rd Floor Metrohouse Building, 1007 Metropolitan Avenue, Makati City, Philippines, herein represented by **GERRY P. REYES** pursuant to the attached Secretary's Certificate dated \_\_\_\_\_;

-WITNESSETH-

**WHEREAS**, the **PROCURING ENTITY** invited interested suppliers to participate in the negotiated procurement for the rental/lease of IT equipment for ASEAN 2017 Chairmanship, in accordance with Republic Act (R.A.) No. 9184, otherwise known as "The Government Procurement Reform Act";

**WHEREAS**, the **SUPPLIER** participated in said negotiations, passed the eligibility requirements, was declared as having the lowest calculated quotation, passed post-qualification, and was declared as having the single calculated and responsive quotation, in accordance with the attached Invitation for Negotiated Procurement and the applicable procurement laws, rules, regulations, and issuances;

**WHEREAS**, the **PROCURING ENTITY** awarded the contract of rental/lease of IT equipment for ASEAN 2017 Chairmanship, in the amount of THIRTEEN MILLION NINE HUNDRED THOUSAND PESOS (PHP 13,900,000.00) to the **SUPPLIER**;

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

#### **I. LEASE**

The **SUPPLIER** agrees to lease to the **PROCURING ENTITY** the IT equipment described in the attached Revised Technical Specifications (hereinafter referred to as the **"ITEMS"**).

#### **II. CONTRACT PRICE**

The **PROCURING ENTITY** shall pay the **SUPPLIER** the sum of **THIRTEEN MILLION NINE HUNDRED THOUSAND PESOS (PHP 13,900,000.00)** only, inclusive of Value Added Tax (VAT) and all charges (hereinafter referred to as the **"CONTRACT PRICE"**).

#### **III. SIGNIFICANT DATES**

The **SUPPLIER** shall complete supply/delivery of the **ITEMS** within seven (7) calendar days from receipt of the Notice to Proceed issued by the **PROCURING ENTITY**, in accordance with Annex "A" (Schedule of Requirements) of the attached Invitation for Negotiated Procurement.

#### **IV. PERFORMANCE SECURITY**

To guarantee the faithful performance of the obligations under this Contract, the performance security posted by the **SUPPLIER** in favor of the **PROCURING ENTITY** prior to the signing of this Contract, in an amount not less than the required percentage of the total **CONTRACT PRICE** in accordance with the schedule stated in Section 39.2 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184 (RIRR), shall remain valid until issuance by the **PROCURING ENTITY** of the Certificate of Final Acceptance;



## V. RISK OF DAMAGE OR LOSS OF ITEMS

The risk of damage or loss of the **ITEMS** procured through this Contract, regardless of the cause, shall be the responsibility of the **SUPPLIER** until the **ITEMS** procured have been received by the **PROCURING ENTITY**.

## VI. FORCE MAJEURE

Should any of the following causes damage or destroy the **ITEMS**, in whole or in part, as to render the **ITEMS** substantially unfit for the use of the **PROCURING ENTITY**, this Contract may be terminated at no cost to the **PROCURING ENTITY**: fire, flood, lightning, earthquake, storm, and other unforeseen disabling cause(s) by acts of God.

## VI. RIGHT OF INSPECTION

The **PROCURING ENTITY** or its representative(s) shall have the right to inspect and to test the **ITEMS** procured upon delivery to confirm their conformity with the attached Revised Technical Specifications, at no extra cost to the **PROCURING ENTITY**. In case the **ITEMS** fail to pass any inspection and/or test or do not conform to the requirements contained in the attached Revised Technical Specifications, the **SUPPLIER** shall either rectify or replace, whichever is appropriate, such rejected **ITEMS** or parts thereof or make any 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**.

## VII. WARRANTY

The **SUPPLIER** warrants that the **ITEMS** procured through lease are free from substantive defects in terms of workmanship and materials; and that the **ITEMS** are maintained in optimal operational condition during the contract period, subject to the provisions of Section 62 of the RIRR, as applicable. The **SUPPLIER**'s liability is limited to replacement or repair of the **ITEMS** or to refund the portion of the **CONTRACT PRICE**, at the option of the **PROCURING ENTITY**.

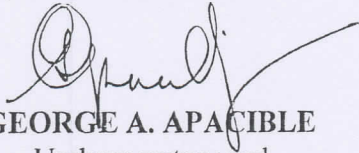
## VIII. MISCELLANEOUS PROVISION

All provisions stated in the attached Invitation for Negotiated Procurement for this procurement project and Revised Technical Specifications shall form an integral part of this Contract.

WHEREFORE, with full knowledge of the stipulation contained herein, the parties have hereunto affixed their signatures on 07 NOV 2017 at Manila, Philippines.

**PRESIDENTIAL COMMUNICATIONS  
OPERATIONS OFFICE  
(PROCURING ENTITY)**

Represented by:



**GEORGE A. APACIBLE**  
Undersecretary and  
Authorized Representative of the  
Head of the Procuring Entity

**SIM COMPUTER SALES, INC.  
(SUPPLIER)**

Represented by:



**GERRY P. REYES**  
Authorized Representative of the Supplier

Signed in the presence of:

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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public of the City of Manila, Philippines, on 07 NOV 2017, the following personally appeared:

NAME	GOVERNMENT-ISSUED ID	DATE AND PLACE OF ISSUE
GEORGE A. APACIBLE	DE0013536	25 AUG 16 / PASAY CITY
GERRY P. REYES	0111-0119011-5	UMID

Both are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the signature affixed therein confirm their free and voluntary act and deed and that of the entities they represent.

The instrument, with attached Invitation for Negotiated Procurement (with original Technical Specifications) and Revised Technical Specifications, consisting of a total of twenty-two (22) 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 on 07 NOV 2017 in the City of Manila, Philippines.

*Cat*  
ATTY. BERNARDINO L. CABILES  
Notary Public-Manila

Commission No. 2017-242 / Until Dec. 31, 2018  
IBP No. 1064207: 8/02/17 ROLL No. 30524  
TIN # 127-004-001 MANILA C 106267-2/1/17  
NOTARIAL VENUE: March 8, 2017  
350 YMCA Compound, 7-A Villegas St., Ermita 1000, Manila.  
CF# 09165472349 Email: bernardinocabiles@yahoo.com.

Doc. No. 54  
Page No. 12  
Book No. 3  
Series of 2017.





REPUBLIC OF THE PHILIPPINES  
**PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE**  
Malacañang, Manila, Philippines

BAC RESOLUTION NO. \_\_\_\_\_  
Series of 2017

**SUBJECT :** BIDS AND AWARDS COMMITTEE (BAC) DECLARING AS SINGLE CALCULATED RESPONSIVE BID (SCRB) AND RECOMMENDING THE AWARD OF CONTRACT TO SIM COMPUTER SALES, INC. ON THE PROCUREMENT OF GOODS FOR THE RENTAL OF IT EQUIPMENT FOR THE PHILIPPINES' CHAIRMANSHIP OF ASEAN 2017 SUMMIT

**DATE :** NOV 06 2017

**WHEREAS**, the Presidential Communications Operations Office (PCOO) through the 2016 General Appropriations Act of the Department of Foreign Affairs, pursuant to Administrative Order No. 48 creating the National Organizing Council (NOC) for ASEAN 2017 intends to procure for the Rental of IT Equipment to be used during the Chairmanship of ASEAN 2017 Summit in the Philippines.

**WHEREAS**, the PCOO-Bids and Awards Committee (BAC) resorted to Negotiated Procurement pursuant to Section 53.1, Art. X of Republic Act 9184 (also known as "The Government Procurement Reform Act") after having two failed biddings on the same project;

**WHEREAS**, on October 19, 2017, an Invitation for Negotiated Procurement for the procurement of the above-mentioned Project was posted on the PhilGEPS website as required by law;

**WHEREAS**, only one (1) company, **SIM COMPUTER SALES, INC. (SIM)** submitted a quotation and after bid evaluation was conducted, the company was declared to have the Lowest Calculated Quotation (LCQ) in the amount of **THIRTEEN MILLION NINE HUNDRED THOUSAND PESOS (PHP 13,900,000.00)**;

**WHEREAS**, on October 27, 2017, the members of PCOO-BAC TECHNICAL WORKING GROUP (TWG), in order to establish the legitimacy of the existence and business operations of SIM, conducted an ocular inspection at their PhilGEPS registered address in Makati City and subsequently, on October 30, 2017, ascertained the statements and validated the documents submitted by SIM by conducting a post-qualification evaluation using the "pass/fail" criteria and determined to have a responsive bid for the contract;

**WHEREAS**, pursuant to Section 34.2, Rule X of the 2016 Revised Implementing Rules and Regulations of the Procurement Act, SIM was issued a Notice by the Bids and Awards Committee (BAC) as the bidder having the single calculated bid price and

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New Executive Building, 1000 P. Laurel St., San Miguel, Manila, Philippines

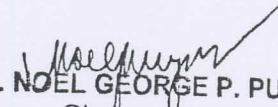
was required within five (5) calendar days from receipt of the notice to submit its latest income and business tax returns filed and paid through BIR Electronic Filing and Payment System (Efps) and other appropriate licenses and permits required by law;

**WHEREAS**, SIM timely submitted the post-qualification documents (latest income and business tax returns filed thru EfPs) and therefore complied with the requirement under said Notice;

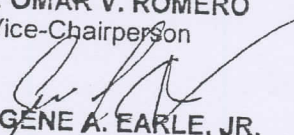
**NOW THEREFORE**, having considered the foregoing circumstances, the PCOO-BAC resolves to declare the bid of **SIM COMPUTER SALES, INC.** as having the **Single Calculated Responsive Quotation (SCRQ)** and to recommend to the Head of the Procuring Entity (HoPE) the award of the contract in the amount of **THIRTEEN MILLION NINE HUNDRED THOUSAND PESOS ONLY (PHP 13,900,000.00)**.

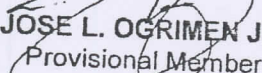
The corresponding Notice of Award and Notice to Proceed will be issued upon approval of the contract by the HoPE.

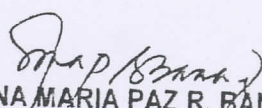
**BE IT RESOLVED**, as it is hereby resolved, at the PCOO Conference Room, New Executive Building, Malacañang, San Miguel Manila.

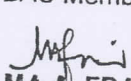
  
Usec. NOEL GEORGE P. PUYAT  
Chairperson

  
Asec. OMAR V. ROMERO  
Vice-Chairperson

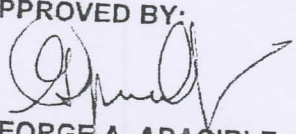
  
Dir. EUGENE A. EARLE, JR.  
BAC Member

  
JOSE L. OGRIMEN JR.  
Provisional Member

  
Asec. ANA MARIA PAZ R. BANAAG  
BAC Member

  
MA. ALMA A. FRANCISCO  
BAC Member

APPROVED BY:

  
GEORGE A. APACIBLE  
Authorized Representative/Signatory of the  
Head of the Procuring Entity (HoPE)