

CONTRACT
No. 2022-186

SUPPLY AND DELIVERY OF 12 UNITS COMPUTER LAPTOP (RE-BID)

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and executed this JAN 19 2023 in Quezon City by and between:

The **BIODIVERSITY MANAGEMENT BUREAU**, a staff Bureau under the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), with principal office at Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City represented by its OIC, Director, **NATIVIDAD Y. BERNARDINO**, hereinafter referred to as the "**BMB**";

- and -

QUARTZ BUSINESS PRODUCTS CORPORATION with business address at 15th Floor Capital House 9th Avenue corner 34th Street, Bonifacio Global City, Taguig City represented by its Account Manager, **MR. MARCELO M. DELFIN III**, Filipino, of legal age and with the same office address and hereinafter referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, **BMB** posted an Invitation to Bid for the "**Supply and Delivery of 12 Units Computer Laptop (Re-bid)**" in the Philippine Government Electronic Procurement System (Phil-GEPS), **BMB** Website and Bulletin Board with an Approved Budget for the Contract of **P1,440,000.00**;

WHEREAS, in the opening of bids conducted last November 28, 2022, three (3) bidders purchased bid documents and submitted bid proposals, namely:

1. Quartz Business Products Corporation
2. DCI Int'l I.T. Solutions & Services Corp
3. Tekzone Computer Sales and Services, Inc.

WHEREAS, after a careful review and evaluation of the bid proposal and post qualification procedure, the **SUPPLIER** was found to be responsive and was declared as the Lowest Calculated and Responsive Bidder;

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

- a. Certificate of Availability of Funds
- b. Notice of Post-Qualification
- c. BAC Resolution
- d. Notice of Award
- e. Notice to Proceed
- f. Performance Bond

ARTICLE I – SCOPE OF WORK

The **SUPPLIER** shall be responsible for the **Supply and Delivery of 12 Units Computer Laptop with the following Specifications**:

MSI Modern 14 C11M

CPU: Intel® Core™ i7-1195G7 Processor

Cache: 12 MB to 16MB

Cores: 4 to 8

Threads: 8 to 16

Operating System: Windows 11 (Pre-Installed)

Graphics: Intel® IRIS® Xegraphics

Display: 14" FHD (1920 x 1080), IPS-Level panel

Storage: 512GB NVMe PCIe Gen 3 x 4 SSD

Ram: Onboard DDR4 16GB (3200Mhz)

Battery: 3 Cell 39W hr. (Support Fast Charging) 65W

Ports: 1 X USB 3.2 Gen 2 Type C (W/ PD Charging)

1 X USB 3.2 Gen2 Type A, 2 x USB 2.0 Type A,

1X HDMI (4K@ 30HZ)

1 X MicroSD Card Reader

1 X DC-In

1 X Audio Combo Jack

Audio: 2 x 2W Speackers/1 x Audio Combo Jack

Hi-Res Audio Ready

Camera: HD Type (30FPS@720P)

Connectivity: Intel® WI FI 6 AX201 + Bluetooth V5.2

Color : Classic Black

Size: 319(W) X 223 (D) x 19.35 (H) MM

Weight: 1.4 Kg

Inclusions: Office Home and Student 2021 All Lng APAC EM PK Lic Online

Dwnld NR

Wired Mouse

MSI Sleeve Bag GP (Carrying Case)

ARTICLE II – RESPONSIBILITIES OF BOTH PARTIES

RESPONSIBILITY OF BMB:

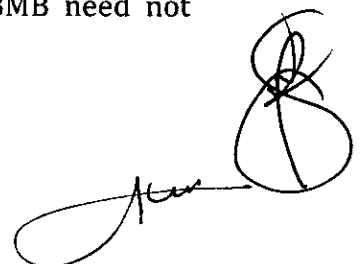
1. To pay the SUPPLIER the sum of **SIX HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED TWENTY EIGHT PESOS (Php687,528.00)** upon completion of the project duly supported by documents as required under the existing accounting and auditing rules and regulations.

RESPONSIBILITY OF THE SUPPLIER:

1. To undertake the job specified under Article I hereof in accordance with the specifications and all other requirements and condition as herein set.

ARTICLE III – EFFECTIVITY, LIQUIDATED DAMAGES, OTHERS

1. This Contract shall have a duration of **Sixty (60) Calendar Days** to take effect upon receipt of the copy of the Notice to Proceed unless sooner rescinded or extended;
2. In case the SUPPLIER refuses or fails to satisfactorily deliver the items within the time specified herein, BMB shall deduct from the money due to the SUPPLIER Liquidated Damages computed in accordance with the formula provided for under RA 9184 and its IRR. The BMB need not prove that it had suffered actual damages;



3. The SUPPLIER shall hold BMB free from any liability or damages that may be inflicted to third persons or to the former employees and members in connection with the contract;
4. Applicable provisions of the Civil Code on obligations and contracts are hereby adopted as part of this contract;

This Contract is subject to the provisions of R.A. 9184 and its Implementing Rules and Regulations.


IN WITNESS WHEREOF, the parties hereto have caused their respective signature to be hereto affixed the day and year first above written.


BIODIVERSITY MANAGEMENT BUREAU

QUARTZ BUSINESS PRODUCTS CORPORATION


BY:

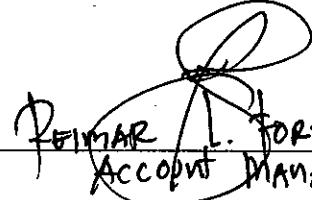
BY:


NATIVIDAD Y. BERNARDINO
 OIC, Director


MARCELO M. DELFIN III
 Account Manager

WITNESSED BY:


ARMIDA P. ANDRES
 Chief, Coastal and Marine Division


REYMAR L. FORTUNA
 Account Manager

FUNDS AVAILABLE:

IZEL D. IBARDOLAZA
 Accountant II

06- 60107- 2022, 12- 2980- 3102031000 (10)

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₱ 687, 528.00

ACKNOWLEDGEMENT

Republic of the Philippines)

MAKATI CITY) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
NATIVIDAD Y. BERNARDINO	DRIVER'S LICENSE: N25-05013964	MANILA 09/08/17
MARCELO M. DELFIN III	DRIVERS LICENSE: NO2-20-002402	METRO MANILA JUNE 1, 2020

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of three (3) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

JAN 19 2023

WITNESS MY HAND AND SEAL, this ___ day of ___ 2022 in MAKATI CITY Philippines.

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Book No. 3
Series of 2023

ATTY. MAGNOLIA M. MASANGCAY
 Appointment No. M-208
 Notary Public for Makati City
 Until December 31, 2023
 Suite 2015/15th Cityland 40 Tower 1
 H.V. Dela Costa St., Ayala Ave., Makati City
 Roll No. 69481
 PTR No. 986108-01-06-25: Makati City
 IBP No. 28195: Makati City Chapter
 WCLB No. 0010450
 Notary Public for Makati City