

## CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into this 14<sup>th</sup> day of August 2018 in Pasay City by and between:

The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, a Government Agency registered under the laws of the Republic of the Philippines with office address at OWWA Center Bldg., 7<sup>th</sup> st., cor. F. B. Harrison St., Pasay City, M. M., represented by OWWA Deputy Administrator for Operations, **BRIGIDO J. DULAY**, hereinafter referred to as the "FIRST PARTY",

-and-

The **ISSI INFORMATION TECHNOLOGIES, INC.**, a duly registered firm existing by virtue of the laws of the Republic of the Philippines, with business address at 153 Malaya St. Malanday, Marikina, Marikina City represented in this act by its Account Executive, **GRACE CASINAS**, herein referred to as the "SECOND PARTY".

-WITNESSETH-

WHEREAS, the FIRST PARTY, desires to rent (26) Desktop Computers for a period of three (3) months.

WHEREAS, the SECOND PARTY, being engaged in the sale/rental of computers, hereby agrees to rent to the FIRST PARTY for a period of three (3) months, twenty-six (26) units Desktop Computers with the following minimum technical specifications: Intel Core i3 Processor, ATX Mainboard, On Board Audio, Video and Gigabit LAN, 4GB DDR4 Memory, 500GB Hard Disk Drive SATA, Tower Type Casing with 600 watts Power Supply, USB Mouse, USB Keyboard, (At least) 18.5" LED Widescreen Monitor, Automatic Voltage Regulator, Windows 7 Operating System, Anti-Virus, Microsoft Office and Google Chrome Browser.

NOW, THEREFORE, for and in consideration of the foregoing and the following terms, conditions and covenants, the parties hereto hereby agree as follows:

#### I. SCOPE OF RESPONSIBILITIES:

The SECOND PARTY shall:

1. Deliver, install and thereafter lease to OWWA for a period of three (3) months, the total twenty-six (26) units Desktop Computers with the aforementioned specifications;
2. Ensure and certify that the computers covered under this agreement have been tested/made operational by qualified personnel;
3. Replace defective or broken-down units within the following working day upon the advice of the FIRST PARTY without charge (through normal use).

The FIRST PARTY shall:

1. Accept delivery of the lessee equipment and exercise due diligence in maintaining and ensuring the safety/security of the same.
2. Pay the SECOND PARTY the amount agreed upon based on the terms of payment hereto mentioned.

Records Management Division (RMD)

**CERTIFIED TRUE COPY**

1

By: \_\_\_\_\_

Date: 8/14/18 Time: 10:23am

Copy Control No: 02



## II. TERMS OF PAYMENT:

1. For and in consideration of the services to be rendered, FIRST PARTY shall pay SECOND PARTY a monthly rental of **TWO THOUSAND TWO HUNDRED FORTY PESOS (Php 2,240.00)** for each desktop computer, or a **TOTAL of ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED TWENTY PESOS (P174,720.00)** VAT INCLUSIVE for **Three (3) Months**.
2. Billing Arrangement: Monthly

## III. DELIVERY/PULLOUT

1. SECOND PARTY shall deliver the leased computers only at the agreed venue. Computer units rented shall not be transferred outside of the agreed venue without the approval of the SECOND PARTY.
2. Delivery charge will be waived for units rented three (3) days and above except out of town deliveries. Rate will depend on the location and quantity of computers.
3. The leased computer units shall be pulled out from the Venue where the units were delivered at the agreed time.

## IV. TURN-OVER

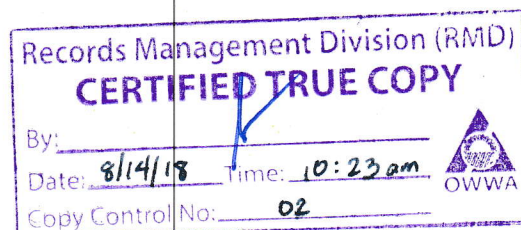
1. In the presence of the FIRST PARTY representative, SECOND PARTY will scan the computers using the recent virus detection utility. All computers to be rented should be free from all known computer viruses.
2. The same virus detection utility shall be used during on call services.
3. Stand-by technician will be provided for the first four hour of the first rental day. If no complain has been noted, the computers rented will be deemed in good working condition.

## V. SERVICE

1. Within four hours response time within regular working hours.
2. Service charge of P250.00 per technician on the first two hours, and P100.00 on the succeeding hours shall be charged to the FIRST PARTY for defect "proven" to be caused by FIRST PARTY's/user's negligence (deletion, virus infection).
3. Service rendered beyond working hours will be charged at a rate of P250.00 for the first two-hour and P100.00 on the succeeding hours.

## VI. CONFORMITY / CANCELLATION

1. In the event of unilateral pre-termination and/or cancellation of the Lease by the FIRST PARTY without any fault on the part of the SECOND PARTY, the SECOND PARTY shall take possession of all the equipment and shall still be entitled to the whole amount of the agreed contract price.



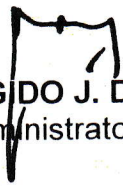
2. If the Lease is cancelled by the FIRST PARTY without any fault on the part of the SECOND PARTY after the Confirmation of the order and prior to the delivery of the Computer Units, the FIRST PARTY shall pay the SECOND PARTY a mobilization fee/penalty for lost income in the amount equivalent to 10% of the Lease Contract.

**VII. OTHER TERMS AND CONDITIONS**

1. The SECOND PARTY authorizes movement of units within the agreed venue.
2. There will be a deduction on rental charge computed on a per hour basis on a 24 hour period, for units deemed non-functional due to the following circumstances:
  - a. Defect due to normal computer hardware breakdown.
  - b. Defect on software caused by hardware failure.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on AUG 09 2018 at Pasay City, Philippines.

**OVERSEAS WORKERS  
WELFARE ADMINISTRATION**

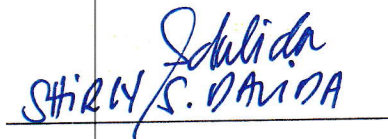
  
**BRIGIDO J. DULAY**  
Deputy Administrator for Operations

**ISSI INFORMATION  
TECHNOLOGIES, INC.**

  
**GRACE CASINAS**  
Account Executive

SIGNED IN THE PRESENCE OF:



  
**LEX R. PINEDA**  
Witness

  
**SHERYL S. DAVIDA**

**CERTIFIED FUNDS AVAILABLE:**

  
**KAREN JOY B. PADDUYAO**  
OIC, Accounting Division

9174,770.-  
8/9/2018  
P-02-19-020-04

Records Management Division (RMD)	
<b>CERTIFIED TRUE COPY</b>	
By: 	
Date: 8/14/18	Time: 10:23 am
Copy Control No: 02	

2018081961

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**PASAY CITY ) s. s.**

Before me, a Notary Public, for and within Pasay City, Philippines, personally appeared:

NAMES	CTC Number	Issued on	Place
BRIGIDO J. DULAY	<u>TIN # 108-525-020</u>		
GRACE CASINAS	<u>PH ID # 03-0253253742</u>		

Both known to me and to me known to be the same persons executed the foregoing instrument of contract of services consisting of four (4) pages including the page on which this Acknowledgement is written and signed on each and every page by the parties and their instrumental witnesses. And they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on this AUG 09 2018 day of \_\_\_\_\_ 2018 Quezon City City, Philippines.

Notary Public

Doc. No.: 26  
Page No.: 02  
Book No.: R4  
Series of 2018

**Atty. Ma. Luisa R. Valenzuela**  
Notary Public  
Until Dec. 31, 2018  
No. 93 NS Amoranto St., La Loma, Quezon City  
IBP AR000489-0-C-01 3, 2018  
PTR 53005180-C-01 3, 2018  
Roll of Atty. 400-180-NP NO. 218  
MCLE-V 0014377 Feb. 1, 2016, Pasig City

2018081961

Records Management Division (RMD)  
**CERTIFIED TRUE COPY**  
By: \_\_\_\_\_  
Date: 8/14/18 Time: 10:23am  
Copy Control No: 02