

**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**RECORDED** This CONTRACT made and entered into this 13th day of November 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. Mandalay, 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 ten (10) units of Desktop Computers to facilitate the service to the Overseas Filipino Workers (OFWs) in the implementation of the OWWA Membership and E-card project.

WHEREAS, it is more advantageous to the government to rent the desktop computers for the project, in terms of purchase and maintenance cost;

WHEREAS, the SECOND PARTY, being engaged in the sale/rental of computers, hereby agrees to rent to the FIRST PARTY the ten (10) units - Desktop Computers with the following technical specifications: Intel Core i5 Processor, ATX Mainboard, On Board Audio, Video and Gigabit LAN, 8GB DDR4 Memory, 500GB Hard Disk Drive SATA, Tower Type Casing with 600 watts Power Supply, USB Mouse, USB Keyboard, 18.5" LED 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 the ten (10) 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. Immediately provide replacement units for defective or broken-down units (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**  
 By: [Signature]  
 Date: 11/23/18 Time: 10:30am  
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**II. TERMS OF PAYMENT:**

- A. For and in consideration of the services to be rendered by SECOND PARTY to FIRST PARTY, FIRST PARTY shall pay SECOND PARTY the amount of **SEVENTY FOUR THOUSAND SEVEN HUNDRED PESOS (P74,700.00)** VAT inclusive
- B. Billing Arrangement: Monthly

**III. DURATION OF THE CONTRACT**

The duration of this Contract Agreement is Three (3) Months and shall commence within the prescribed period indicated in the Notice to Proceed

**IV. DELIVERY/PULLOUT**

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

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.

The leased computer units shall be pulled out from the Venue where the units were delivered at the agreed time.

**V. TURN-OVER**

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

The same virus detection utility shall be used during on call services

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.

**VI. SERVICE**

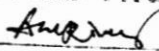
Within four hours response time within regular working hours.


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).

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.

**VII. CONFORMITY / CANCELLATION**

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.

|                                   |  |
|-----------------------------------|--|
| Records Management Division (RMD) |  |
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| By: _____                         |  |
| Date: <u>11/23/18</u>             | Time: <u>10:30am</u>   |
| Copy Control No: _____            | <u>01</u>  |



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

**VIII. OTHER TERMS AND CONDITIONS**

The SECOND PARTY authorizes movement of units within the agreed venue

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.

1. Defect due to normal computer hardware breakdown.
2. Defect on software caused by hardware failure.

IN WITNESS WHEREOF the parties have hereunto signed this agreement on NOV 13 2018 at Lasay City, Philippines

**OVERSEAS WORKERS  
WELFARE ADMINISTRATION**

**ISSI INFORMATION  
TECHNOLOGIES, INC.**

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

**GRACE CASINAS**  
Account Executive

WITNESSES:

**ROSAN/A G. SIRAY**

**CERTIFIED FUNDS AVAILABLE:**

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

2018 - 10 - 2783

74,700.00 ✓

|                            |               |
|----------------------------|---------------|
| records                    | RMD           |
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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
PASAY CITY ) s. ~~11/13/2018~~

~~11/13/2018~~

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

| NAMES            | CTC Number                 | Issued on | Place |
|------------------|----------------------------|-----------|-------|
| BRIGIDO J. DULAY | 554-03-5221244-4           |           |       |
| GRACE CASINAS    | Philhealth 03-025 025574-2 |           |       |

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 NOV 13 2018 day of NOV 13 2018 2018  
City, Philippines.

Notary Public

Doc. No. 115  
Page No. 13  
Book No. NA  
Series of 2018

*[Signature]*  
 Atty. Ma. Luisa R. Valenzuela  
 Notary Public  
 Until Dec. 31, 2018  
 No. 93 NS Amoranto St., La Loma, Quezon City  
 IBP AR000459-Q-C-01 3, 2018  
 PTR 53005420-Q-C-01 3, 2018  
 Roll of Atty 40884/NC-NP NO. 216  
 MCLE-V 0014977 Feb. 1 2016, Pasig City

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