

**PROCUREMENT CONTRACT**

**G- 032 -2017**

This CONTRACT, is entered into this 28<sup>th</sup> day of December, by and between:

The **BUREAU OF JAIL MANAGEMENT AND PENOLOGY**, Government Agency of the Philippines, with principal address at 144 Mindanao Avenue, Project 8, Quezon City, represented by **J/DIR DEOGRACIAS C TAPAYAN, CESE, CHIEF, BJMP** hereinafter referred to as the "**ENTITY**";

and

The **MICROGENESIS SOFTWARE, INC** with business address at 2<sup>nd</sup> Floor, Alegria Building Annex, 2229 Don Chino Roces Ave., Makati City, represented by **MS NORJANA C. ABDULLAH, Authorized Representative**, Microgenesis Software, Inc., hereinafter referred to as the "**SUPPLIER**".

**WHEREAS**, the **ENTITY** is desirous of the project "**Supply, Delivery, Installation and Configuration of AFIS Matching Server for Single Carpeta System**" which was awarded to Microgenesis Software, Inc., on December 1, 2017 wherein the **ENTITY** has accepted the bid of **One Million Nine Hundred Ninety Nine Thousand Seven Hundred Sixty Pesos (Php1,999,760.00)** hereinafter referred to as the "**Contract Price**" by the **SUPPLIER**.

**THE PARTIES HEREBY AGREED TO THE TERMS STATED HEREUNDER:**

1. THAT in this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract hereinafter referred to;

2. THAT the following documents shall be attached, deemed to form and be read, construed as part of this Agreement, to wit:

- a. General and Special Conditions of the Contract;
- b. Specifications;
- c. Instructions to Bid;
- d. Instructions to Bidder;
- e. Bid Data Sheet;
- f. Bid Form, including all the documents/ statements contained in the Bidders bidding envelopes as annexes;
- g. Eligibility requirements, documents and/ or statements;
- h. Performance Security;
- i. Notice of Award of Contract and the bidder's conforme thereto;
- j. Other contract documents that may be required by existing laws and/or the **ENTITY**.

3. THAT in consideration of the payments to be made by the **ENTITY** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby



covenants with the **ENTITY** to execute and complete the delivery of the project and remedy any defects therein in conformity with the provisions of this Contract and the relevant provisions on Obligations and Contracts (Book IV, Titles I and II) and Sales (Book IV, Title VI) of Civil Code of the Philippines;

4. THAT the **ENTITY** hereby covenant to pay the **SUPPLIER** in consideration of the provision of the said project and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

**NOW THEREFORE**, the Parties hereby agree to follow:

**ARTICLE 1**  
**SCOPE AND SPECIFICATION**

The **SUPPLIER** shall complete the project *Supply, Delivery, Installation and Configuration of AFIS Matching Server for Single Carpeta System for FY 2017*, herein referred to as the Goods, which shall be in accordance with the BJMP approved activities and technical specifications. Included in the delivery are the following:

ITEM	DESCRIPTION	QUANTITY
1	Dell PowerEdge R640 Server	2 units
2	APC AP5808 KVM Switch	2 units
3	Fabricated Fixed Trays	4 pcs
4	Modified Railings for BJMP Old Xitrix Servers	4 sets
5	APC Smart-UPS 3000VA LCD RM 2U 230 V	2 units

**ARTICLE II**  
**PRICE**

1. The total price of the **SUPPLIER** for the delivery and implementation of the items and activities mentioned in article 1 above is One Million Nine Hundred Ninety Nine Thousand Seven Hundred Sixty (P 1,999,760.00) pesos. x

2. The total price abovementioned shall be inclusive of all national and local taxes, import duties and VAT, and shall not be affected by any changes in the exchange rates between the Philippine Peso and the US currency and that no price escalation shall be allowed.

**ARTICLE III**  
**PERIOD AND PLACE OF DELIVERY**





1. The items shall be delivered and installed at the BJMP National Headquarters as per approved work plan by the ENTITY. All expenses to complete the delivery and installation shall be for the account of the SUPPLIER. Expenses in connection with the acceptance test and evaluation of the items and system shall also be borne by the SUPPLIER.

2. The SUPPLIER shall submit a proposed Work Plan to be approved by the ENTITY through the Chief, ICTSO prior to implementation/installation of the project.

3. Completion of the project "Supply, Delivery, Installation and Configuration of AFIS Matching Server for Single Carpeta System for FY 2017" shall be made within **FORTY FIVE CALENDAR DAYS** from receipt of Notice to Proceed by the SUPPLIER. Delivery and installation of the items shall be made at the abovementioned place in coordination with the SAO for proper inventory of the equipment/components included in this project..

#### **ARTICLE IV ACCEPTANCE AND PAYMENT**

1. The SUPPLIER or its duly authorized representative must inform and bring all deliverables on this project to designated Property or Supply Office of the Delivery Unit/s who will subsequently conduct inspection of deliveries.

2. The Chief, Information and Communication Technology Service Office (ICTSO) and ICT TWG or their designated representatives shall conduct operational or functionality test in accordance to the Design or Technical Specifications, Approved Work Plan or Equipment Specification and shall issue certification that the system or project is operational for the reference of the BJMP Technical Inspection and Acceptance Committee (TIAC).

3. The BJMP TIAC chaired by the Deputy Director for Logistics and the end-user to be represented by the Chief, ICTSO or its duly designated representative shall accept the delivery made by the SUPPLIER by the virtue of and pursuant to this Contract through physical inspection of the required quantity or requirements of the system or project. Acceptance of the project shall be made upon fulfillment of the SUPPLIER's obligations: a) Servers and KVM switch has been installed and operational in its approved or designated locations; b) Original brochure and other pertinent document related to the project has been submitted; and d) Required trainings, if any, were conducted.

4. Upon final acceptance of the project under this Contract, the SUPPLIER shall request payment in writing to the Procuring Entity together with submission of delivery documents and shall be paid in full of the contract price through disbursement voucher. Partial payments for partial completion is not allowed.





- a. original and four copies of the SUPPLIER's invoice showing goods' description, quantity, unit price, and total amount;
- b. original and four copies delivery receipt/note, or railway receipt, or truck receipt;
- c. original SUPPLIER's factory inspection report;
- d. original and four copies of the Manufacturer's and/or SUPPLIER's Warranty Certificate;
- e. original and four copies of the certificate of origin (for imported goods);
- f. delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- g. Certificate of Acceptance/Inspection Report signed by the PROCURING ENTITY's representative at the project site; and
- h. four copies of the invoice receipt for property signed by the PROCURING ENTITY's representative at the project site.

## **ARTICLE V**

### **PERFORMANCE SECURITY**

1. To guarantee full and faithful compliance with the terms and conditions of this Contract, SUPPLIER shall submit to the BJMP BAC Secretariat as performance security either in form of Bank Draft/Guarantee, Cash or cashier's/manager's check issued by commercial or universal bank in amount equivalent to five percent (5%) of the contract price or surety bond callable on demand in an amount equivalent to thirty percent (30%) of the contract price mentioned in Article II hereof, which shall only be released upon the full and faithful compliance of the provisions of this Contract.

2. The performance security mentioned above shall be submitted by SUPPLIER within three (3) calendar days from its receipt of Notice of Award. Failure on the part of SUPPLIER to submit the performance security within the period herein mentioned shall result in the automatic nullification of this Contract. As may be warranted, the BJMP shall impose the administrative sanction against SUPPLIER to perform its obligation under this Contract pursuant to the pertinent provisions of RA No. 9184 and its IRR-A. ✓

3. The performance security shall be valid for a period of one hundred twenty (120) calendar days which shall be released to SUPPLIER only upon final acceptance of the project subject of this Contract. In case of unjustified failure on the part of SUPPLIER to perform its obligation under this Contract, the performance shall be forfeited in favor of the PNP.

## **ARTICLE VI**

### **PENAL CLAUSE**

1. In case of non-delivery of the items within the period mentioned in Article III of this Contract, SUPPLIER shall be *ipso facto* in delay on the



day following the last day to deliver and complete the project without need of prior notice or demand for such purpose. For every day of delay, the SUPPLIER shall be liable to pay the BJMP a penalty in the amount of 1/10<sup>th</sup> of 1% of the total contract price which shall be automatically deducted from the amount due SUPPLIER pursuant to this Contract.

## **ARTICLE VII RECISSION CLAUSE**

1. In case the amount of penalty collectible from SUPPLIER due to delay in the delivery shall exceed ten percent (10%) of the total contract price, the C, BJMP, upon the recommendation of the BJMP BAC, shall rescind this Contract and forfeit in favor of the BJMP the performance security.

## **ARTICLE VIII WARRANTY**

1. SUPPLIER warrants that the items be delivered are brand new, conforms to the approved equipment free from any manufacturing defects of whatever nature and, in case of defects noted within three (3) years from final acceptance, SUPPLIER shall replace the defective unit with a new one if the defective unit could no longer be repaired without impairing its capability and usefulness. For replacement purposes, the BJMP BAC through its BAC Secretariat shall notify SUPPLIER in writing about the defective items and simultaneously return the same.

2. The warranty shall be for a period of three (3) years from the date of final acceptance (3 years warranty on parts; 3 years warranty on labor and 3 years warranty onsite). SUPPLIER shall submit a special bank guarantee, cash or cashier's/manager's check issued by commercial or universal bank in amount equivalent to ten percent (10%) of the total contract price mentioned in Article II hereof, as warranty security. This warranty security shall be forfeited in favor of the BJMP should Company fails to perform any of warranties above mentioned. The warranty security shall be returned to SUPPLIER in full after the warranty period.

## **ARTICLE IX FORCE MAJEURE**

1. SUPPLIER shall not be in delay for the performance of any of its obligations under this Contract or be held liable for non-performance in case of force majeure. For purposes of this Contract, force majeure shall mean those which could not be foreseen or which though foreseen were inevitable or could not be avoided.

2. In case SUPPLIER could not perform its obligations, or deliver the equipment and complete the project within the period for such purpose due to force majeure, SUPPLIER shall inform the Chairman, BJMP BAC in writing within three (3) days from the occurrence of force majeure.





3. Failure on the part of the SUPPLIER to make required written notice within the period for such purpose without any justifiable reason shall render the preceding provision ineffective.

**ARTICLE X  
INCORPORATION CLAUSE**

1. The parties hereto agree that the provisions of applicable laws, as well as administrative, accounting and auditing rules and regulations issued by competent authorities are deemed written into and form part of this Contract.

**ARTICLE XI  
VENUE OF ACTION**

1. Any legal action that may arise in connection with or as an incident of this Contract shall be filed with the Regional Trial court (RTC) of Quezon City. Litigation, however, shall only be resorted to after the appropriate mode of alternative dispute resolutions has been exhausted by the PARTIES.


**IN WITNESS WHEREOF**, the parties have hereunto executed this Procurement Contract and hereby affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2017, at the BJMP-National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City, Philippines.

**FOR THE ENTITY**

  
**DEOGRACIAS C. TAPAYAN, CESE**  
Jail Director  
Chief, BJMP

BJMP ID No. 207-17-7450112

**FOR THE SUPPLIER**

  
**MS NORJANA C. ABDULLAH**  
Authorized Representative  
Microgenesis Software, Inc.

ID No. UMID CRN - 0111-41589939

**Witnesses:**

\_\_\_\_\_  
Republic of the Philippines )  
Quezon City ) ss.

  
\_\_\_\_\_  
CHARIS ANN A. GATUNT

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public for and in Quezon City personally appeared the above named parties and presenting to me their respective government identification cards presented above, both personally known to

me as the same persons who executed the foregoing instrument on their own, free and voluntary act and deed.

This instrument consists of seven (7) pages including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

**WITNESS MY HAND AND SEAL** this DEC 28 2017 day of \_\_\_\_\_ in Quezon City, Philippines.  
**MAKATI CITY**

Doc. No. 135  
Page No. 28  
Book No. 228  
Series of 2017

**Notary Public**  
**ATTY. VIRGILIO R. BATALLA**  
NOTARY PUBLIC FOR MAKATI CITY  
APPT. NO. M-88  
UNTIL DEC. 31, 2018  
ROLL OF ATTY. NO. 48348  
MCLE COMPLIANCE NO. W-0016333-4/10/13  
I.B.P.O.R No. 706762, LIFETIME MEMBER JAN. 29, 2007  
PTR No. 590-90-82 JAN. 3, 2017  
EXECUTIVE BLDG. CENTER  
MAKATI AVE. COR., JUPITER ST. MAKATI CITY

*[Handwritten signature]*