



LEYTE LEYTE STATE UNIVERSITY

Visca, Baybay, Leyte 6521 A

Philippines

Office of the Board Secretary

EXCERPTS OF APPROVED MINUTES OF THE
8th LSU Board of Regents Meeting
18 December 2002 * CHED National Office, Pasig City

**MOA Between MGX Computers and
Electronics and Isabel Campus**

Board Resolution No. 120, s. 2002

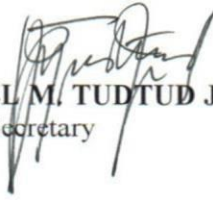
Approving the Memorandum of Agreement entered into by the Leyte State University and MGX Computers and Electronics for the acquisition and purchase of computers and peripherals in support of the Bachelor of Science in Information Technology (BSIT) and the Associate in Computer Technology (ACT) of the LSU-Isabel Campus, effective upon Board approval.

BOARD ACTION: **APPROVED**

Date : 18 December 2002

ATTACHMENT: D

Certified True and Correct:


DANIEL M. TUDTUD JR.
Board Secretary

cc: Dean, LSU-Isabel Campus
MGX

3 2/20/02



LEYTE STATE UNIVERSITY

Visca, Baybay, Leyte 6521
Philippines

Office of the President

18 December 2002

**The Honorable Chairman and
Members of the LSU Board of Regents**

Ladies/Gentlemen:

I am hereby presenting to the Board of Regents, the results of the sealed canvass from three (3) suppliers from Cebu City for computer units, software and accessories in support of the Associate in Computer Technology (ACT) and the BS Information Technology (BSIT) of the College of Agri-Industrial Technology, LSU-Isabel Campus.

The results of the canvass indicates that the offer of MGX Computers and Electronics is the lowest and incorporates the most advantageous terms and conditions to the advantage of LSU-Isabel Campus.

I am, therefore, recommending the same **FOR APPROVAL** by the Board of Regents.

Very truly yours,

PACIENCIA P. MILAN
President

BOARD ACTION: _____
DATE : 18 December 2002

10: Prof. Subud

FINDINGS AND RECOMMENDATIONS ON THE SEALED CANVASS FOR THE FOLLOWING EQUIPMENT/FACILITIES

1. 25 units Intel Pentium 4 1.6 GHZ
2. 1 unit Intel Pentium 4 1.6 GHZ Server
3. 2 units Savcom 10/100 MBPS 16 Port Switch
4. 1 unit HP Deskjet 845C Color Printer
5. 1 unit Epson FX 1170 Dot Matrix Printer
6. 2 units Condura 20HP Air Conditioner
7. 1 lot UTP Cable BICC brand REX

Upon evaluation of the quotation in the sealed canvass of the equipment/facilities/articles specified above, the suppliers with their corresponding price rates from highest to lowest price are as follows:

SUPPLIERS	TOTAL COST
1. MDR MICROWARE SALES.....	1,404,850.00
2. LENTON MARKETING.....	1,350,000.00
3. MGX COMPUTERS & ELECTRONICS	1,300,000.00

Considering that the school has no available funds for the acquisition of said units, the school administration with their initiative tried to canvass suppliers who can grant/furnish the much-needed equipment for instruction of the college through installment or lease-to-own basis. Fortunately, MGX Computers & Electronics quoted on installment basis with a total price of P1,300,000.00 while Lenton Marketing and MDR Microware Sales quotations are on Cash basis only of which price rates are absolutely higher than MGX.

As members of the Bids and Awards Committee and after verifying the Abstract of Bids submitted by the three suppliers, we hereby found it appropriate that MGX Computers and Electronics is in the best position to furnish the equipment/facilities at the price shown and in quantities called for.

Attached are the duly accomplished Request for Quotation Forms and the Abstract of Proposal for perusal should further review necessitates.

Cecilia S. Rojas
CECILIA S. ROJAS
Member

Sergio G. Temporada
SERGIO G. TEMPORADA
Member

Claudio A. Romero
CLAUDIO A. ROMERO
Member

Myrna S. Rojas
MYRNA S. ROJAS
Chairman

1. *Ref. Included*

ABSTRACT PROPOSAL FOR FURNISHING EQUIPMENT (COMPUTERS, SERVER AND PRINTERS) FOR THE LEYTE STATE UNIVERSITY, ISABEL CAMPUS, INAVS, Isabel, Leyte under canvass/bid no. 10-11-02 dated November 22, 2002 opened on Nov. 26, 2002 at LSU-IC, INAVS, Isabel, Leyte

ITEM	QTY.	UNIT	DESCRIPTION OF ARTICLES	LENTON MARKETING	MGX Computers & Elec.	MDR MICROWARE SALES
1	26	units	Intel Pentium 4 1.6 GHZ Computer	Total Price 1,350,000.00	TOTAL PACKAGE PRICE P1,300,000.00	TOTAL PACKAGE PRICE P1,404,000.00
			* ECS PYMM 2 P4 Mainboard			
			* 128 MB SD RAM, 1.44 MB FDP			
			* ATX MID-TOWER CASING W/ PS2 Keyboard			
			* 20GB Seagate Hard disk			
			* MICRONICS 14" color monitor			
			* LOGITECH PS/2 Mouse			
2	1	unit	Intel Pentium 4 1.6 GHZ Server			
			* ECS PY4MM2 P4 Mainboard			
			* 256 MB SD RAM, 1.44 MB Floppy Disk Drive			
			* LEXUS ATX TOWER CASING	Terms & Conditions: C.O.D.	Terms & Conditions: FOB ISABEL FREE INSTALLATION & NETWORKING FREE TRAINING OF NETWORK Admin- istrator One yr. Warranty on parts & service	Terms & Conditions: C.O.D. FOB CEBU
			* Windows PS/2 Keyboard, Logitech Mouse			
			* 2x20 GB Barracuda Seagate HD			
			* 17" color Monitor Sony CD ROM Drive			
			* 200W Stereo speaker, APC 500MI UPS			
	2	units	Suvecom 10/100 MBPS 16 Port Switch			
	1	unit	HP DeskJet 845C Color Printer (Networked)			
	1	unit	Epson FX-1170 (132 Col.) Dot Matrix Printer (Networked)			
	2	units	Condura 2.0HP Air Conditioner			
	1	lot	UTP Cable BICC brand REX			

We hereby certify that we had verified this Abstract of Bids against the Price Quotation submitted by the suppliers.

Sergio G. Temporada
SERGIO G. TEMPORADA
Member

Claudio A. Romero
CLAUDIO A. ROMERO
Member

Cecilia S. Rojas
CECILIA S. ROJAS
Member

Myrna M. Rojas
MYRNA M. ROJAS
Chairman

COA REPRESENTATIVE
Witness

MEMORANDUM OF AGREEMENT

KNOW ALL MEN THESE PRESENTS:

This agreement made and entered into and executed by and between:

The **LEYTE STATE UNIVERSITY (LSU)**, formerly the *Visayas State College of Agriculture*, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into a State University by virtue of Republic Act No. 9158 with principal office at Visca, Baybay, Leyte duly represented by its President, **Dr. Paciencia P. Milan**, hereinafter referred to as **LSU**;

- and -

The **MGX COMPUTERS & ELECTRONICS (MGX)**, a business entity duly registered under existing laws of the Republic of the Philippines with principal business address at White Hills Subdivision, Banawa, Cebu City, Cebu duly represented by its owner, **Mr. Manuel F. Gerozaga**, hereinafter referred to as **MGX**;

WITNESSETH:

WHEREAS, the *Isabel National Agricultural and Vocational School (INAVS)*, Isabel, Leyte is now fully integrated with the **LEYTE STATE UNIVERSITY**, Visca, Baybay, Leyte and is now known as **LSU-Isabel Campus**;

WHEREAS, the LSU Board of Regents has authorized only the LSU President to sign and enter into MOAs and Contracts for and on behalf of the of the LSU Board of Regents;

WHEREAS, Republic Act 8292 specifically empowers the Board of Regents to set up the adoption of modern and innovative modes of transmitting knowledge such as the use of information technology, the dual system, open learning, community laboratory, etc., for the promotion of greater access to higher education;


WHEREAS, LSU-Isabel Campus is interested to acquire computer equipment and accessories in support of its current offering, the Associate in Computer Technology (ACT), and is proposing to offer the Bachelor of Science in Information Technology (BSIT) within SY 2002-2003;

WHEREAS, MGX Computers & Electronics is interested to provide the needed computer equipment and accessories under a ***Lease-to-Own Arrangement***;

NOW THEREFORE, for and in consideration of the foregoing premises in compliance of the provisions of law, the parties hereby agree as follows:

SECTION I

DESCRIPTION OF UNDERTAKING



The LSU-Isabel Campus shall acquire computers and peripherals and other accessories from MGX Computers and Electronics under a ***Lease-to-Own*** scheme for the purpose of enhancing the computer literacy of the students of the LSU-Isabel Campus as well as to serve the needs of the Associate in Computer Technology (ACT) and the Bachelor of Science in Information Technology (BSIT), to include the following:

- | | |
|-----------|--|
| 25 units | - Intel Pentium-4 computers (1.6 GHz) with the following specifications:
* ECS PVMM2 P-4 Motherboard
* 128 MB SDRAM
* 1.44 MB FDD
* Mid-Tower ATX casing with PS/2 keyboard
* 20 GB Hard Disk (Seagate)
* 14" Micronics Color Monitor
* Logitech PS/2 mouse |
| 1 unit | - Intel Pentium-4 computer (1.6 GHz) with the following specifications:
* ECS PVMM2 P-4 Motherboard
* 256 MB SDRAM
* 1.44 MB FDD
* LEXUS ATX Tower casing with PS/2 keyboard
* 2 units 20 GB Barracuda Hard Disk (Seagate)
* 17" Sony Color Monitor
* 52X CD-Rom Drive
* Logitech PS/2 mouse
* 200W Stereo Speakers
* 500 VA UPS (APC brand) |
| 1 unit | - HP 845C Inkjet Printer |
| 1 unit | - Epson FX-1170 Printer |
| 2 units | - SURECOM 10/100 mbps 16 port switch |
| 1 roll | - UTP Cable BICC (REX Brand) |
| 2 units | - 2.0 HP Airconditioners (CONDURA w/ Remote Control) |
| 1 unit | - Magnetic Switch with Surge Protector |
| 70 pieces | - RJ 45 Connectors |
| 28 pieces | - RJ 45 Rubber Sleeve |

SECTION II

SYSTEM IMPLEMENTATION SERVICES

MGX shall deliver to the premises of the LSU-Isabel Campus the indicated computer units, peripherals, and accessories and shall install said equipment, peripherals and accessories in a room to be provided by LSU-Isabel Campus for this purpose.

Furthermore, MGX pledges to provide local technical support to the operations of the computer facility in the person of Mr. Romelo Mapala as well as undertake all repairs as well as replacement of any or all part(s) on all delivered equipment within the lease period **PROVIDED** That such damage, upon inspection, are not caused by accidents, improper use or abuse of said equipment, *force majeure* (fire, earthquake, typhoons among others), from failure to follow proper operating and handling procedures, or otherwise tampered with or repaired/altered by anyone other than the designated/authorized service personnel.

As a sign of good-will, MGX shall likewise provide free training to LSU-Isabel Campus computer personnel particularly those who will be in-charge of the administration of the computer hardware and software.



SECTION III

OBLIGATIONS OF LSU-ISABEL CAMPUS

In consideration of the equipment, accessories and peripherals to be delivered and for the added services of MGX in support of the needs of LSU-ISABEL, LSU-ISABEL hereby obligates itself to the following:

- 1) To provide personnel to operate and look after the said computer equipment;
- 2) To maintain the upkeep, cleanliness, and structural integrity of the building used to house the computer equipment and accessories;
- 3) To inform the MGX of any plan to transfer, modify, install/reinstall software and/or settings on said computer equipment and accessories prior to actual implementation;
- 4) To immediately request for technical assistance and support from MGX in the event that any of the said computer equipment and/or accessories become defective /non-functional in the course of normal operations;
- 5) To provide adequate security for the said equipment;
- 6) To provide all consumable supplies as may be required for the normal operations of the computer equipment including but not limited to printer ribbons, inks, paper and other supplies; and
- 7) To be accountable for all electric power bills as may be required for the normal operations of the computer facility.

SECTION IV

TERMS AND CONDITIONS OF PAYMENT

In view of this, LSU-Isabel shall pay immediately release Php 500,000.00 upon signing this agreement with the balance in the amount of Php 800,000.00 payable within the next (12) months.

Within the agreed payment period, MGX retains absolute title and ownership of all equipment, accessories and peripherals delivered to LSU-ISABEL. Thus, LSU-ISABEL is prohibited from using the said equipment, accessories and peripherals as collateral/security in any other obligation/undertaking nor deliver any part of the equipment, accessories and peripherals to a third party by way of loan or pledge.



SECTION V

SCHEDULE OF PAYMENT

The Schedule of Payment for the acquisition of delivered equipment, accessories and peripherals shall be on a monthly basis at a rate of **Php. 66,667.00/month** for **(12)** months commencing upon perfection of this Agreement by the LSU Board of Regents.

The actual cost of the equipment, accessories and peripherals, including the services to be rendered to make the system operational, is placed at **Php 1,300,000.00**.

SECTION VI

TERMINATION OF AGREEMENT

In the event that LSU-ISABEL fails to pay two (2) consecutive rentals per schedule and after due notice is issued for payment, SECOND PARTY shall, at its option terminate this Agreement without prior notice or demand. SECOND PARTY may demand full payment of the delivered equipment, accessories and peripherals in the amount of **PHP 1,300,000.00** or shall immediately take back possession of all equipment, accessories and peripherals.

SECTION VII

VENUE AND ATTORNEY'S FEES

In case of litigation arising from this Agreement, the venue shall be vested in the Regional Trial Court of (RTC) of Baybay, Leyte having proper jurisdiction of such action.

In the event either party is constrained to engage the services of a lawyer in order to enforce its rights under this Agreement, the offending party agrees to pay the aggrieved party the sum equivalent to twenty percent (20%) of the total amount of claim but in no case shall it be less than Fifty-Thousand Pesos (Php 50,000.00) as attorney's fees, in addition to the total claim plus cost of the suit.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of ____ 2002 at the LSU Main Campus, Visca, Baybay, Leyte.

LEYTE STATE UNIVERSITY

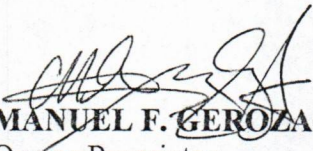
By:

PACIENCIA P. MILAN

President

MGX COMPUTERS & ELECTRONICS

By:


MANUEL F. GEROZAGA

Owner-Proprietor

SIGNED IN THE PRESENCE OF:

Daniel M. Tudtud

Dean, LSU-Isabel Campus

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Leyte) s.s.

BEFORE ME, A notary Public, for and in the above jurisdiction this ____ day of _____ 2002, personally appeared the following:

PACIENCIA P. MILAN

Community Tax Certificate No. 08310466
Issued on 11 January 2002
Issued at Baybay, Leyte

MANUEL F. GEROZAGA

Community Tax Certificate No. 06313331
Issued on 20 February 2002
Issued at Cebu City, Cebu

KNOWN TO ME to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page and acknowledged to me that the same are their free and voluntary act and deed.

IN WITNESS WHEREOF, I hereby set my hand and affix my notarial seal on the date and place above written.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2002

