

CS240421

## PURCHASE AGREEMENT

### PROCUREMENT OF OFFICE SYSTEM AND FURNITURE FOR CITEM CENTER HALL (MAIN GSP)

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)** of Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, Philippines, represented in this act by its **EXECUTIVE DIRECTOR, LEAH PULIDO OCAMPO**, (hereinafter called "the CITEM") of the one part and **DESIGN EXCELLENCE HOME AND OFFICE SYSTEM CO.**, of No. 1 Binmaka St., corner Biak na Bato, Brgy. Manresa, Quezon City, Philippines, represented in this act by its **PROJECT SALES CONSULTANT, MARY ROSE SOLANO**, (hereinafter called "the Supplier") of the other part;

**WHEREAS**, CITEM invited Bids for certain goods, viz., "*Procurement of Office System and Furniture for CITEM Center Hall (Main GSP), CITEM Solicitation No. 2024-0224*" and has accepted a Bid by **DESIGN EXCELLENCE HOME AND OFFICE SYSTEM CO.**, for the *Procurement of Office System and Furniture for CITEM Center Hall (Main GSP)* in the amount of **TWO MILLION NINE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED PESOS (Php 2,922,700.00)**, inclusive of taxes (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**WHEREAS**, CITEM Bids and Awards Committee, continues to develop ways to be ahead of the digital sphere and transform its services to keep up with the latest technology and trends.

**WHEREAS**, there is a need to procure office system and furniture for CITEM Center Hall (Main GSP);

**WHEREAS**, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted procurement activity in accordance with RA 9184 for the purpose of obtaining the best possible advantages in the form of the lowest price possible for the articles/works described below without, however, sacrificing quality;

**WHEREAS**, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirement, apart from the posting of the requirement in the Philgeps in compliance with RA 9184;

**WHEREAS**, among the seven (7) invited bidders; and those who took interest to participate in the bidding, only one (1) submitted its bid;

**WHEREAS**, the BAC designated a Technical Working Group to conduct the post qualification of the above requirement, wherein the latter submitted a post qualification report to the former for consideration;

**WHEREAS**, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, is substantially compliant for the above-mentioned requirement;

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, as the Single Calculated and Responsive Bidder (SCRB);

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the Parties' faithful and strict compliance of the terms and conditions hereinafter provided, **CITEM** by these presents, hereby agrees to procure to **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, office system and furniture for **CITEM Center Hall (Main GSP)**, under the following terms and conditions:

## I. SPECIFICATIONS

### Detailed Scope of Work

Supplier for this procurement must complete the following requirements:

1. Conduct visual inspection and assessment of the area where the modular office workstations are to be installed.
2. Submit proposal based on the visual inspection and assessment of the area.
3. Supply, deliver, and install new set of modular office workstations to the following offices which shall be composed of but not limited to tables, cabinets/pedestals, and partitions (chairs not included):

| No. | Divisions  | Actual Employees | Existing Count                  |                        |   |                       |
|-----|--|------------------|---------------------------------|------------------------|---|-----------------------|
|     |  |                  | Table                           | Cabinet / Pedestal     | Partition   | Filing System         |
| 1   | Visual Design                                      | 5                | Head - 1 (L-Type)<br>Staffs - 4 | Head - 1<br>Staffs - 4 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot | Filing System - 1 lot |
| 2   | Web Marketing                                      | 5                | Head - 1 (L-Type)<br>Staffs - 4 | Head - 1<br>Staffs - 4 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot | Filing System - 1 lot |
| 3   | Communications and Content                         | 10               | Head - 1 (L-Type)<br>Staffs - 9 | Head - 1<br>Staffs - 9 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot | Filing System - 1 lot |
| 4   | Corporate Planning                                 | 9                | Head - 1 (L-Type)<br>Staffs - 8 | Head - 1<br>Staffs - 8 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot | Filing System - 1 lot |
| 5   | Internal Audit Service                             | 1                | Head - 1 (L-Type)               | Head - 1               | Full height partition for Head - 1 lot  | Filing System - 1 lot |
| 6   | Consumer Business - Events Marketing and Promotion | 6                | Head - 1 (L-Type)<br>Staffs - 5 | Head - 1<br>Staffs - 5 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot | Filing System - 1 lot |
| 7   | Consumer Business - Trade Promotion Services for   | 5                | Head - 1 (L-Type)<br>Staffs - 4 | Head - 1<br>Staffs - 4 | Full height partition for Head - 1 lot  | Filing System - 1 lot |



|    |   |           |  |                        |   |                              |
|----|---|-----------|--|------------------------|---|------------------------------|
|    | Consumer and Allied Services                          |           |  |                        | Tabletop partition (Staff area) - 1 lot   |                              |
| 8  | Consumer Business - Trade Promotion Services for Food | 5         | Head - 1 (L-Type)<br>Staffs - 4                              | Head - 1<br>Staffs - 4 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot               | Filing System - 1 lot        |
| 9  | Consumer Business                                     | 2         | Head - 1 (L-Type)<br>Staffs - 1                              | Head - 1<br>Staffs - 1 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot               | Filing System - 1 lot        |
| 10 | Service Business - Creative Goods                     | 9         | Head - 1 (L-Type)<br>Staffs - 8                              | Head - 1<br>Staffs - 8 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot               | Filing System - 1 lot        |
| 11 | Service Business - Creative Services                  | 5         | Head - 1 (L-Type)<br>Staffs - 4                              | Head - 1<br>Staffs - 4 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot               | Filing System - 1 lot        |
| 12 | Service Business                                      | 2         | Head - 1 (L-Type)<br>Staffs - 1                              | Head - 1<br>Staffs - 1 | Full height partition for Head - 1 lot<br><br>Tabletop partition (Staff area) - 1 lot               | Filing System - 1 lot        |
|    | <b>Total</b>  | <b>64</b> | <b>L-Type Executive - 12</b><br><br><b>Office Table - 52</b> | <b>64</b>              | <b>Full height partition for Head - 1 lot</b><br><br><b>Tabletop partition (Staff area) - 1 lot</b> | <b>Filing System - 1 lot</b> |

The preferred specifications for the furniture/fixtures are as follows:

| No. | Furniture/Fixture                             | Specifications   |
|-----|---|--|
| 1   | Office Table                                  | <b>Design and Materials:</b><br>Laminated Worktop with PVC Edging, steel legs in powder-coated finish, with provision for convenience outlet with USB port and grommet integrated in the table<br><b>Dimension:</b> At least 120 cm L x 60 cm W x 75 cm H<br><b>Color:</b> White   |
| 2   | L-Type Executive                              | <b>Design and Materials:</b><br>Laminated Worktop with PVC Edging, steel legs in powder-coated finish, with provision for convenience outlet with USB port and grommet integrated in the table<br><b>Dimension:</b> At least 160cm x 90cm L, 75 cm H<br>Main table: 160cm x 90cm<br>Side table: 80cm x 40cm<br><b>Color:</b> White |
| 3   | Cabinet / Pedestal                            | Lockable metal mobile pedestal three-drawer cabinet (beige)  |
| 4   | Modular Partition / Divider for Office Tables | <b>Design and Materials:</b><br>Two tone full fabric partition panel with aluminum capping and 10mm thick x 30cm high glass or acrylic on top<br><b>Dimension:</b><br>4.5cm T, 120cm H inclusive of 30cm height of glass / acrylic<br><b>Color:</b> White  |

## Roles/Responsibilities of the Contractor/Supplier/Service Provider

1. Supply, deliver, and install new set of modular office workstations based on the approved plans and specifications. Supplier can improve and/or suggest a better layout configuration of the office layout as presented by CITEM.
2. Provide manpower and materials for the installation of new set of modular office workstations.
3. Complete the scope of work within the allowable period.
4. Provision of Warranty. Immediately replace new set of modular office workstations that were damaged due to fault of its staff/s or those which have material defects, poor workmanship, or those which are non-compliant based on the approved plans and specifications prior to final acceptance by the procuring entity.
5. Repair/Replace the property of the procuring entity that may be damaged during installation works.
6. Report work progress to the procuring entity.

## II. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description  | Quantity | Total    | Delivered, Weeks/Months  |
|-------------|--|----------|----------|--|
| A           | Submission of the proposed CITEM office layout with the indicated count per division | -        | -        | Within thirty (30) calendar days from receipt of the Notice to Proceed |
| B           | Submission of the proposed materials for office systems                              | -        | -        |  |
| C           | Supply, delivery, and installation of office system and furniture                    | -        | -        |  |
| 1           | Office Table   | 52 Units | 52 Units |  |
| 2           | L-Type Executive   | 12 Units | 12 Units |  |
| 3           | Cabinet / Pedestal   | 64 Units | 64 Units |  |
| 4           | Modular Partition / Divider for Office Tables  | 1 Lot    | 1 Lot    |  |

## III. TERMS OF PAYMENT

| Milestones                     | Deliverable   | % of Payment |
|--------------------------------|---|--------------|
| Swatches and Maquette          | Approval of swatches and provision of maquette and approval of installation plans | 20%          |
| Full Delivery and Installation | Complete Installation of Workstations and Acceptance by the Procuring Entity      | 80%          |

All furniture/fixtures shall be delivered and installed within 30 days from the issuance of Notice to Proceed (NTP). In case of delay in the performance of the works, a penalty of 0.1% of the contract price shall be imposed for per day for delay.

## IV. PERIOD OF DELIVERY

**DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall deliver the said requirement within thirty (30) calendar days upon receipt of Notice to Proceed and/or Purchase Agreement.



## V. CONTRACT PRICE

1. In consideration of the abovementioned requirement, **CITEM** shall pay **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, the amount of **TWO MILLION NINE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED PESOS (Php 2,922,700.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of **CITEM**.
2. In consideration for the payments to be made by **CITEM** to **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. **CITEM** hereby covenants to pay **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, in consideration of the provision of the goods and the remedying 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 this Contract.

## PENALTY FOR DELAY/BREACH

1. All deliveries/undertaking shall be subjected to inspection by **CITEM**. Poor quality of goods shall be replaced/rejected at the expense of the Supplier; and **CITEM** has the right to impose penalty and/or withdraw/cancel this Purchase Agreement;
2. In the event **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, encounters delay in the delivery, it shall promptly notify **CITEM** stating the reason for such delay and may request for an appropriate extension for completion of the delivery; provided that the delay is caused by circumstances beyond the Supplier's control or is due to force majeure. Any extension granted shall not entail additional fee over the consideration herewith provided.
3. Delay caused by reasons other than force majeure and/or delay in the delivery, shall be tantamount to default. **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall then be required to pay **CITEM** the amount equivalent to **one tenth of one percent (1/10 of 1%)** of the total consideration for each day of delay incurred in the performance of its obligation until such time that the services are completely performed and the items are fully delivered and accepted.
4. Should **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, incurred an unreasonable delay (more than 10 days) despite extension, or penalties incurred due to such delay amounted equivalent to 10% of the contract amount, **CITEM** has the right to cancel the contract.
5. That in case of material breach or cancellation of the contract, **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall be liable to pay **CITEM** damages equivalent to 20% of the amount of this undertaking.
6. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.



## TERMINATION OF THE CONTRACT

1. **CITEM** may likewise terminate this Agreement if **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, does not show satisfactory performance in the delivery of goods/services with acceptable quality based on the Specifications and standards, PROVIDED that such termination shall not be construed as waiver of **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.'s** liabilities and **CITEM's** right to recover the value of payments, plus damages under this Contract; or **CITEM** may procure, upon such terms and in such manner as it deems appropriate, similar goods to those undelivered, and **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall be liable to **CITEM** for the costs for such similar Goods and Services plus damages under this Contract.

### 1.1. TERMINATION FOR DEFAULT

**CITEM**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, may terminate this Agreement in whole or in part:

- a. If **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, fails to deliver any or all of the Goods or perform the services within the period(s) specified in this Agreement, or within any extension thereof granted by **CITEM**; or,
- b. If **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, fails to perform any other obligation(s) under the Agreement;
- c. If **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, in the judgment of **CITEM**, has engaged in corrupt or fraudulent practices in completing for or in executing the Agreement.

For the purpose of this paragraph:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive **CITEM** of the benefits of free and open competition.

### 1.2. TERMINATION FOR INSOLVENCY

**CITEM** may at any time terminate the Agreement by giving written notice to **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, if **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **CITEM**.

### 1.3. FORCE MAJEURE





- a. Notwithstanding the provisions of Article 13 of GCC, **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Agreement is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, and not involving **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**'s fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure arises, **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

#### ARBITRATION

1. In case of a dispute between **CITEM** and **DESIGN EXCELLENCE HOME & OFFICE SYSTEM CO.**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

#### ADDITIONAL PROVISIONS

1. There shall be no escalation of rates during the duration of the Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the Philippines, particularly the RA 9184.
3. In the event any of the Parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this agreement, the parties hereby agreed that any such proceedings shall be brought exclusively in the Proper Courts of Pasay City.
4. No amendment in or modification of the terms of this Agreement shall be made except by written agreement signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of December 2024, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS**

By: 

**LEAH PULIDO OCAMPO**  
Executive Director 

**DESIGN EXCELLENCE HOME &  
OFFICE SYSTEM CO.**

By: 

**MARY ROSE SOLANO**  
Project Sales Consultant

Signed in the presence of

*MA. LOURDES D. MEDIRAN*  
MA. LOURDES D. MEDIRAN  
Deputy Executive Director

\_\_\_\_\_  
WITNESS

*MALERNA C. BUYAO*  
MALERNA C. BUYAO  
Chief, Controllership Div.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY ) S.S

BEFORE ME, a Notary Public for and in the City of Pasay, on this 20 JAN 2025 day of December 2024 personally appeared the following:

| Name                                   | Competent Evidence of Identity<br>Issued at/on |
|--|--|
| LEAH PULIDO OCAMPO<br>MARY ROSE SOLANO | _____<br>_____                                 |

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of eight (8) pages including this pagewhereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

Witness my hand and seal this \_\_\_\_\_ day of 20 JAN 2025

*MA. CLEOFE L. JAIME*  
ATTY. MA. CLEOFE L. JAIME  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2025  
ATTORNEY'S ROLL NO. 27802  
IBP OR No. 414661/JAN. 10, 2024  
PTR NO PC 8835986 /Jan. 02, 2025/PASAY CITY  
Commission No. 24-22 (EXPIRED DECEMBER 31, 2025)  
MCLE No. VII-0018402 Issued on - May 20, 2022  
VALID UNTIL 14, APRIL 2025  
OFFICE ADDRESS: STALL #1 NO. 54 A, ARNAIZ AVE. LIBERTAD PASAY CITY

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