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**PURCHASE AGREEMENT**

*(PROCUREMENT OF NINETEEN (19) UNITS MID-END LAPTOP PC)*

**KNOW ALL MEN BY THESE PRESENTS:**

This Purchase Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)**, a government instrumentality attached to the Department of Trade and Industry (DTI), with principal address at Golden Shell Pavilion, Roxas Boulevard corner Sen. Gil Puyat Avenue, Pasay City, represented herein by its **EXECUTIVE DIRECTOR, LEAH PULIDO OCAMPO**, hereinafter referred to as "**CITEM**";

-and-

**HANDLINK, INC.**, a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at Escolta Street, Metro Manila, represented herein by its **ACCOUNT MANAGER, TRACIE LOREN SANTIAGO**, referred to as "**HANDLINK**".

**WITNESSETH:**

**WHEREAS**, the Center for International Trade Expositions and Missions (CITEM), created under the E.O. 989 series of 1984, is the export promotions arm of the Philippine Department of Trade and Industry (DTI), committed to developing, nurturing, and promoting globally-competitive small and medium enterprises (SMEs), exporters, and manufacturers an Integrated Approach to Export Marketing in partnership with other government and private entities;

**WHEREAS**, the Center for International Trade Expositions and Missions 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**, there is a need to procure nineteen (19) units mid-end laptop PC to complement the day to day operations of CITEM:

**WHEREAS**, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirements;

**WHEREAS**, among the invited bidders; and those who took interest to participate in the bidding, one (1) submitted its bid, declared eligible, and proceeded with the opening of financial bids;

**WHEREAS**, the BAC through a designated Technical Working Group conducted 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 **HANDLINK, INC.**, is substantially compliant to the Procurement of 19 units of Mid-End Laptop PC;

**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, the CITEM by these presents, hereby agrees to procure to **HANDLINK, INC.**, 19 units of Mid-End Laptop PC; under the following terms and conditions:

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**UNDERTAKINGS:****I. SPECIFICATIONS****PROCUREMENT OF NINETEEN (19) UNITS MID-END LAPTOP PC**

Operating System : Genuine Windows 11 64bit Professional
Processor: Intel® Core™ Ultra 5 Processor 125H 1.2 GHz (18MB Cache, up to 4.5 GHz, 14 Cores); Intel® AI Boost NPU
Memory: 16GB DDR5 SO-DIMM
Storage: 1TB M.2 NVMe™ PCIe® 4.0 SSD
Display: Non-touch screen, 14.0-inch, WUXGA (1920 x 1200) 16:10, Wide view, Anti-glare display, LED Backlit
Graphics: Intel® Graphics
Built-in 720p HD camera on top of screen, with privacy shutter
Connectivity: Wi-Fi 6(802.11ax)+BT5.3 (Dual band) 2*2
Ports: 2x USB 3.2 Gen 2 Type-A, 2x Thunderbolt™ 4, compliant with USB4, supports display / power delivery, 1x HDMI 2.1 TMDs, 1x 3.5mm Combo Audio Jack, 1x RJ45 Gigabit Ethernet
Backlit Chiclet Keyboard, Spill-resistant
Two-way AI noise-canceling audio technology
Maximum weight with battery: 1.52kg (3.35lbs)
Security: <ul style="list-style-type: none"> <li>- Fingerprint sensor integrated with Power Button</li> <li>- Kensington Nano Security Slot™(6x 2.5mm)</li> <li>- BIOS Booting User Password Protection</li> <li>- BIOS setup user password</li> <li>- Computrace ready from BIOS</li> <li>- HDD User Password Protection and Security</li> <li>- Trusted Platform Module (TPM) 2.0</li> </ul>
Features: <ul style="list-style-type: none"> <li>- System diagnosis</li> <li>- Battery health charging</li> <li>- Tru2Life technology</li> </ul>
Windows License: Named to CITEM if Paper License or Built-in/pre installed OS or have COA Sticker
3 years warranty (3y parts/3y labor/3y onsite)
Battery warranty is the same as the warranty of device
OTHER REQUIREMENTS:
Brand ISO Certification: <ul style="list-style-type: none"> <li>- ISO on Quality management systems</li> <li>- ISO on Energy management systems</li> <li>- ISO/IEC on Information security management systems (ISMS)</li> </ul>
Included: <ol style="list-style-type: none"> <li>1. Manufacturer certificate</li> <li>2. Brochure</li> <li>3. Warranty Certificate</li> <li>4. wired mouse must be same brand with the laptop</li> <li>5. Laptop bag must be the same brand with the laptop</li> </ol>

**II. PERIOD OF DELIVERY**

**HANDLINK, INC.**, shall deliver the said requirement within 45-60 days upon receipt of Notice to Proceed and/or Purchase Agreement.

**III. CONTRACT PRICE**

In consideration of the abovementioned requirement, **CITEM** shall pay **HANDLINK, INC., INC.**, the amount of **SEVENTY THOUSAND FIVE HUNDRED PESOS (Php70,500.00) PER UNIT OR A TOTAL OF ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED PESOS (Php1,339,500.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

**IV. WARRANTIES**

3 years (Parts and Labor)  
Manufacturer Warranty Certificate included

**V. GENERAL CONDITIONS**

1. This contract shall include the Bid Documents submitted by **HANDLINK, INC.**, as well as the Philippine Bidding Documents (PBD), and shall form part of this Contract;
2. All deliveries/undertaking shall be subjected to full inspection and acceptance by CITEM.

**PENALTY FOR DELAY/BREACH**

1. All deliveries/undertaking shall be subjected to inspection by CITEM. Poor quality of goods shall be rejected/withdrawn at the expense of the supplier; and CITEM has the right to impose penalty and/or cancel this Purchase Agreement;
2. In the event the Supplier 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. The Supplier 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 the Supplier incur an unreasonable delay (more than 30 days) despite extension, or penalties incurred due to such delay amounted 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, the supplier shall be liable to pay CITEM damages equivalent to 20% of the total contract price.
6. Any amendment, modification, or alteration to this contract shall be in writing and signed by parties.

**TERMINATION OF THE CONTRACT**

1. **CITEM** may likewise terminate this Agreement if **HANDLINK** 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 **HANDLINK's** liabilities and **CITEM's** right to recover the value of payments 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 **HANDLINK**, may terminate this Agreement in whole or in part:

- a. If **HANDLINK** 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 **HANDLINK** fails to perform any other obligation(s) under the Agreement;
- c. If **HANDLINK**, in the judgment of **CITEM**, has engaged in corrupt or fraudulent practices in completing 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.

In the event **CITEM** terminates the Contract in whole or in part, **CITEM** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and **HANDLINK** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, **HANDLINK** shall continue performance of the Agreement to the extent not terminated.

### **1.2. TERMINATION FOR INSOLVENCY**

**CITEM** may at any time terminate the Agreement by giving written notice to **HANDLINK** if **HANDLINK** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **HANDLINK**, 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, **HANDLINK** 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 **HANDLINK** and not involving **HANDLINK'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, **HANDLINK** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **HANDLINK** 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 **HANDLINK**, 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.
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 have hereunto affixed their signatures on this \_\_\_\_\_ day of September 2024, hereat Pasay City, Metro Manila.

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

By:   
**LEAH PULIDO OCAMPO**  
Executive Director 

**HANDLINK, INC.**

By:   
**TRACIE LOREN SANTIAGO**  
Account Manager

Signed in the presence of:

  
\_\_\_\_\_  
**ATTY. ANNA GRACE J. MARPURI**  
WITNESS 

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
**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 08 OCT 2024 day of September 2024 personally appeared the following:

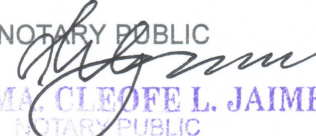
NAME	Competent Evidence of Identity	Issued at/on
LEAH PULIDO OCAMPO	_____	_____
TRACIE LOREN SANTIAGO	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged 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, refers to a Purchase Agreement consisting of six (6) pages, including this page, whereon this acknowledgment is written and signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and dat first-written above.

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Book No. 3  
Series of 2024

NOTARY PUBLIC  
  
**ATTY. MA. CLEOFE L. JAIME**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2025  
 ATTORNEY'S ROLL NO. 27802  
 IBF OR NO. 414661/JAN. 10, 2024  
 PTR NO. PG 640368/JAN. 01, 2024/PASAY CITY  
 Commission No. 24-21 (EXPIRES DECEMBER 31, 2025)  
 MCLE No. VI-0918402 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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