

CONTRACT OF SERVICES

CS2003047

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director, **PAULINA SUAGO-JUAN**, hereinafter referred to as "**PROCURING ENTITY**";

-and-

ADVANCE SOLUTIONS, INC., a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 3/F RM 302, PPL Building, UN Avenue, Pasay, Manila City, represented herein by its Account Manager, **JOSENIA OTARRA**, referred to as "**ASI**".

WITNESSETH:

WHEREAS, the Center for International Trade Expositions and Missions (CITEM), created under the E.O. 889 series of 1984, is the export promotion 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, there is a need to purchase 32 units Laptop PC to replace its existing old units, necessary to complement the execution and delivery of functions and day to day operations of the agency;

WHEREAS, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirements; wherein through its CITEM Bids and Awards Committee (CITEM-BAC) has conducted PUBLIC BIDDING in accordance with sec. 10 of RA 9184 for the purpose of obtaining the above requirement;

WHEREAS, among the invited bidders; and those who look interest to participate in the public bidding, three (3) submitted its bid but only two (2) was declared eligible and proceeded with the opening of financial bid;

WHEREAS, **ADVANCE SOLUTIONS, INC.**, was initially declared as the lowest calculated bidder and was subjected to a post qualification by the BAC designated a Technical Working Group;

WHEREAS, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that **ADVANCE SOLUTIONS, INC.**, is substantially compliant for the above-mentioned requirement;

WHEREAS, upon careful examination and evaluation, the BAC found and declared **ADVANCE SOLUTIONS, INC.**, as the Lowest Calculated and Responsive Bidder for the following:

32 Units LAPTOP PC

Operating System: Pre-loaded with Windows 10 Pro
 Processor: Intel i7 10510U ± 10th Gen (1.8GHz up to 4GHz, 8MB Cache, 4 core)
 Memory : 8GB DDR4, upgradable to 32GB Two (2) Memory Slot
 Storage: 256GB SSD+1TB SATA 5400 RPM
 Display: 15.6 HD 1920x1080, Ultra-Slim design
 Graphics: 2GB DDR5 Dedicated Graphics
 Connectivity: Gigabit Ethernet 10/100/1000 Wireless LAN 802.11 AC IEEE 802.11 Bluetooth 5.0
 Ports: One (1) USB Type-C, One (1) USB 3.1 Gen 1 Ports, Two (2) USB 3.1 Ports, One (1) HDMI Port, One (1) Headphone/Speaker/Jack/Combo Jack, One (1) SD Card Reader

Warranty:

- Three (3) years on parts and labor
- One (1) year on Batteries
- Supplier shall respond within 24 hours for any technical assistance/support either telephone call, email or site visit (for NCR) upon verbal/written notification by the End User Agency
- With Authorized Service Center

Included:

1. USB optical mouse (1 year warranty)
2. Laptop bag must be the same brand with the laptop

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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 **ADVANCE SOLUTIONS, INC.**, the above-mentioned requirements under the following terms and conditions.

UNDERTAKINGS:

I. PERIOD OF DELIVERY

ADVANCE SOLUTIONS, INC., shall deliver the said requirement within 45-60 days upon receipt of Notice to Proceed/Contract.

II. CONTRACT PRICE

CITEM shall pay **ADVANCE SOLUTIONS, INC.**, the amount of **ONE MILLION SIX HUNDRED SIX THOUSAND TWO HUNDRED SIXTY PESOS AND 80/100 (Php1,606,260.80)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

III. CONTRACT DOCUMENTS

This contract shall include the Bid Documents submitted by **ADVANCE SOLUTIONS, INC.**, during the conduct of the bidding, and all other supporting documents related to this procurement activity.

IV. WARRANTIES

ADVANCE SOLUTIONS, INC., warrants that the hardware requirements shall comply with the specifications indicated in the Bid Documents.

V. GENERAL CONDITIONS

1. Special and General Conditions stated in the Philippine Bidding Documents (PBD) shall form part of this Contract;
2. All deliveries/undertaking shall be subjected to inspection by CITEM.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of the **PROCURING ENTITY** refuse to accept delivery from **ASI** for any unjustified reason to be determined by the arbitrators, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date **ASI** actually delivered the items at the subject office.
2. If **ASI** fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, the **PROCURING ENTITY**, upon written notice and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to **ONE TENTH OF ONE PERCENT (0.1%)** of the total value (including handling charges) of the delayed Goods or the unperformed portion for each day of delay until actual delivery/performance. The maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event the **PROCURING ENTITY** shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

TERMINATION OF THE CONTRACT

1. The **PROCURING ENTITY** may terminate this Contract if **ASI** does not show satisfactory performance in the delivery of goods/services with acceptable quality based on the Specifications and standards, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of **ASI's** liabilities and the **PROCURING ENTITY's** right to recover the value of payments plus damages under this Contract.

1.1. TERMINATION FOR DEFAULT

The **PROCURING ENTITY**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to **ASI**, may terminate this Contract in whole or in part:

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- a. If **ASI** fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the **PROCURING ENTITY**; or
- b. If **ASI** fails to perform any other obligation(s) under the Contract;
- c. If **ASI**, in the judgment of the **PROCURING ENTITY**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

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 the **PROCURING ENTITY**, 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 the **PROCURING ENTITY** of the benefits of free and open competition.

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

1.2. TERMINATION FOR INSOLVENCY

The **PROCURING ENTITY** may at any time terminate the Contract by giving written notice to **ASI** if the **ASI** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **ASI**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **PROCURING ENTITY**.

1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **ASI** 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 Contract is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of **ASI** and not involving **ASI'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, **ASI** shall promptly notify the **PROCURING ENTITY** in writing of such condition and the cause thereof. Unless otherwise directed by the **PROCURING ENTITY** in writing, **ASI** shall continue to perform its obligations under the Contract 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 the **PROCURING ENTITY** and **ASI**, 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 Contract.
2. This contract shall be governed by and construed in accordance with the laws of the Philippines.
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 contract, 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 Contract shall be made except by written agreement signed by the parties.

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JAN 19 2021

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this 19 day of 2020, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS
By:

ADVANCE SOLUTIONS, INC.,
By:

[Signature]
PAULINA SUACO-JUAN
Executive Director

[Signature]
JOSENIA OTARRA
Account Manager

Signed in the presence of:

[Signature]
MA. LOURDES D. MEDIRAN
Deputy Executive Director

[Signature]
FRIZIE MARIE VENTENILLA
VP - SALES & MARKETING
WITNESS

Certified Funds Available:

[Signature]
MALERNA C. BUYAO
Chief, Controllershlp 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 19 day of JAN 19 2021, personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
JOSENIA OTARRA	_____	_____

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 Contract of Services consisting of four (4) 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 date first written above.

[Signature]
MA. CLEOFEL L. JAIME
NOTARY PUBLIC
UNTIL DEC. 31, 2021
COMMISSION NO. 20-04
P.N.L. No. 8172

Doc No. 98
Page No. 21
Book No. /
Series of 2020

FRANZITO SUAREZ CITY 20/01/21
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