



CITEM.504.TP.018

8 December 2021

TEKZONE COMPUTER SALES AND SERVICES, INC.
32 Pilar Street cor. Araullo Street
San Juan City

Attn: **CHRISTOPHER CASTOR**
Account Manager


NOTICE TO PROCEED

The attached Contract having been approved, notice is hereby given to **TEKZONE COMPUTER SALES AND SERVICES, INC.**, that work may commence, effective after the receipt of this notice, on the Contract for the **PROCUREMENT OF EIGHT (8) LAPTOP PC WORKSTATION**, in the amount of **ONE MILLION ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY FOUR PESOS (PHP1,108,984.00)**.

Thus, you shall be responsible in performing the services under the terms and conditions of the Contract and with the timeline schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Approved by:


PAULINA SUACO-JUAN
Executive Director

I acknowledge receipt of the Notice on: DECEMBER 16, 2021

Name of Representative of the Bidder: CHRISTOPHER L. CASTOR

Authorized Signature : 

CS210372 

PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Purchase 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 SUACO-JUAN**, hereinafter referred to as "**CITEM**";

-and-

TEKZONE COMPUTER SALES AND SERVICES, INC., a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 32 Pilar Street corner Araullo Street, San Juan City, represented herein by its Account Manager, **CHRISTOPHER CASTOR**, referred to as "**TEKZONE**".

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, there is a need to purchase 8 units Laptop PC (Workstation) as replacement for its old existing laptop units, 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 requirement;

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) conducted Competitive Bidding in accordance with RA 9184 for the purpose of obtaining the requirement needed;

WHEREAS, among the invited bidders; only **TEKZONE COMPUTER SALES AND SERVICES, INC.**, took interest to participate in this bidding and submitted its bid, passed in the eligibility requirements, and proceeded with the opening of financial bid and declared as the single calculated bidder;

WHEREAS, the BAC through a designated Technical Working Group conducted post qualification to the Single Calculated Bidder, **TEKZONE COMPUTER SALES AND SERVICES, INC.**;

WHEREAS, the BAC after review of the post qualification report submitted by the Technical Working Group, and it was found that **TEKZONE COMPUTER SALES AND SERVICES, INC.**, is substantially compliant for the above-mentioned requirement, hence CITEM declared **TEKZONE COMPUTER SALES AND SERVICES, INC.**, as the Single Calculated and Responsive Bidder.

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 **TEKZONE COMPUTER SALES AND SERVICES, INC.**, the above-mentioned requirements under the following terms and conditions:



UNDERTAKINGS:**I. SPECIFICATIONS****8 Units LAPTOP PC (Workstation)**

Operating System : MacOS
 Processor : Intel Core i7 - 9th-generation
 Memory : 16GB 2666MHz DDR4
 Storage : 512GB SSD storage
 Display : 16-inch Retina display
 Graphics : AMD Radeon Pro 5500M with 4GB of GDDR6
 Connectivity: 802.11 ac Wi-Fi and Bluetooth
 Ports: Four Thunderbolt 3
 Touch Bar and Touch ID

II. PERIOD OF DELIVERY

TEKZONE COMPUTER SALES AND SERVICES, INC., shall deliver the said requirement within 45-60 days upon receipt of Notice to Proceed and/or Contract.

III. CONTRACT PRICE

In consideration of the abovementioned requirement, **CITEM** shall pay **TEKZONE COMPUTER SALES AND SERVICES, INC.**, the amount of **ONE MILLION ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY FOUR PESOS (Php1,108,984.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of **CITEM**.

IV. WARRANTIES

1 Year Standard warranty
 Manufacturer Warranty Certificate included
 The vendor must have adequate authorized service centers.

V. GENERAL CONDITIONS

1. This contract shall include the Bid Documents submitted by **TEKZONE COMPUTER SALES AND SERVICES, 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 Contract of Services;
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 incurred an unreasonable delay (more than 30 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, the supplier 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 Contract if **TEKZONE** 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 **TEKZONE'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 **TEKZONE**, may terminate this Contract in whole or in part:

- a. If **TEKZONE** 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 **CITEM**; or
- b. If **TEKZONE** fails to perform any other obligation(s) under the Contract;
- c. If **TEKZONE**, in the judgment of **CITEM**, 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 **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 **TEKZONE** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, **TEKZONE** shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSOLVENCY

CITEM may at any time terminate the Contract by giving written notice to **TEKZONE** if **TEKZONE** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **TEKZONE**, 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, **TEKZONE** 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 **TEKZONE** and not involving **TEKZONE'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, **TEKZONE** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, **TEKZONE** 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 **CITEM** and **TEKZONE**, 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, 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 contract, 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 Contract shall be made except by written agreement signed by the parties.

DEC 29 2021

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this 29 day of December 2021, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By: 
PAULINA SUACO-JUAN
Executive Director

TEKZONE COMPUTER SALES AND SERVICES, INC.,

By: 
CHRISTOPHER CASTOR
Account Manager


MA. LOURDES D. MEDIRAN
Deputy Executive Director

Signed in the presence of:

WITNESS



Certified Funds Available:

Malerna C. Buyao

MALERNA C. BUYAO
Chief, Controllership Div.

ACKNOWLEDGMENT

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

DEC 29 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day of December 2021 personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
CHRISTOPHER CASTOR	_____ <i>CS</i> _____	_____

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 five (5) 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.

NOTARY PUBLIC

Cleffe L. Jaime

CLEFFE L. JAIME
NOTARY PUBLIC
NOTARY PUBLIC
COMMISSION NO. 20-04
ROLL NO. 27302
NO. 7352850 PASAY CITY 1/4/21
CP NO. BR 30761562/1-5-2021
FILE COMPL. NO. VI-0012231
EXPIRES ON SEPTEMBER 13, 2018
VALID UNTIL 4-14-22
ADDRESS STALL # 1 UNIT 54 ARMA
PASAY CITY, P.S.

Doc No. 329
Page No. 67
Book No. 4
Series of 2021

CS

CAF Number: 2112234

CERTIFICATE of AVAILABILITY of FUNDS

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of **ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-THREE PESOS PER UNIT OR A TOTAL OF ONE MILLION ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY-FOUR PESOS (PHP138,623.00) PER UNIT OR A TOTAL OF PHP1,108,984.00** as payment to **TEKZONE COMPUTER SALES AND SERVICES, INC.** for the **PROCUREMENT OF EIGHT (8) UNITS LAPTOP PC WORKSTATION.**

This certification is being issued for whatever legal purpose it may serve.



MALERNA C. BUYAO
Chief, Controllership Division

BUR NO. CO-21120962

Date : 12/09/2021

Contract No. CS 210372

