

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-

HANDLINK, INC., a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 10/F AIC Center, Escolta St., Binondo, 027, Brgy. 291, Manila, represented herein by its Account Manager, **WILMA VILLANUEVA**, 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, there is a need to procure twenty-seven (27) units laptop PC mid-end 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, those who took interest to participate in the bidding, six (6) submitted its bid but only five (5) were declared eligible, and proceeded with the opening of financial bid;

WHEREAS, the BAC through a designated Technical Working Group conducted post qualification on the lowest calculated bidder, **HANDLINK, INC.**;

WHEREAS, the BAC after review of the post qualification report submitted by the Technical Working Group, and it was found that **HANDLINK, INC.**, is substantially compliant for the above-mentioned requirement, hence CITEM declared **HANDLINK, INC.**, as the Lowest 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 **HANDLINK, INC.**, the above-mentioned requirements under the following terms and conditions:



UNDERTAKINGS:**I. SPECIFICATIONS****27 Units LAPTOP PC (MID END)**

Operating System : Windows 10 64bit Professional
 Processor : Intel Core i5 - 10th Gen
 Memory : 8GB DDR4 SDRAM
 Storage : 512GB PCIe NVMe SSD
 Display : 15.6-inch Display, Full HD 1920x1080
 Connectivity: Gigabit Ethernet, 802.11 AC Wifi and Bluetooth 5.0

Included:

1. With USB laser mouse
2. Laptop bag must be the same brand with the laptop

II. PERIOD OF DELIVERY

HANDLINK, INC., shall deliver the said requirement within 90-120 working days upon receipt of Notice to Proceed and/or Contract.

III. CONTRACT PRICE

In consideration of the abovementioned requirement, **CITEM** shall pay **HANDLINK, INC.**, the amount of **ONE MILLION NINETY THOUSAND AND SEVENTEEN PESOS (Php1,090,017.00)**, 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 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

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

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1.2. TERMINATION FOR INSOLVENCY

CITEM may at any time terminate the Contract 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 Contract 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 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 **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 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.



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IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this FEB 08 2022 day of January 2022, hereat Pasay City, Metro Manila.

MANILA CITY

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By:

Paulina Suaco-Juan
PAULINA SUACO-JUAN
Executive Director

HANLINK, INC.,

By:

WILMA VILLANUEVA
Account Manager

Signed in the presence of:

Wilma Villanueva
WILMA VILLANUEVA
WITNESS

MA. Lourdes D. Mediran
MA. LOURDES D. MEDIRAN
Deputy Executive Director

Certified Funds Available:

Malerna C. Buyao
MALERNA C. BUYAO
Chief, Controllership Div.

ACKNOWLEDGMENT

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

MANILA CITY

BEFORE ME, a Notary Public for and in the City of Pasay, on this FEB 08 2022 day of January 2022 personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
WILMA VILLANUEVA	_____	_____

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.

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Book No. 5281
Series of 2022

NOTARY PUBLIC **ATTY. MELBA A. PANIS**

Notary Public extended per BM 3795 Until June 22, 2022
PTR No. 0057589, Jan. 01, 2022
IBP Lifetime Member No. 08369 Roll No. 52814
MCLE No. VI-0025369 Nov. 11, 2019 Until 2022
Commission No. 2019-082
1091 N. Lopez St., Ermita, Manila
0927 2774504