

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

JUN 14 2024

This Contract of Agreement made and entered into this ___ day of ___ 2024 at Quezon City, Philippines by and between:

The PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF), a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, with office address at Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its OIC-EXECUTIVE DIRECTOR, JULIETA E. OPULENCIA, hereinafter referred to as the PCAF;

- and -

TERABIT COMPUTER SYSTEMS, CORP., a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Unit 202 20F Cityland Pasong Tamo Tower, Chino Roces Ave, Makati City, represented in this Act by its duly Authorized Representative, ROSE GIANNE ORROLA, ADMINISTRATIVE ASSOCIATE hereinafter referred to as the SUPPLIER;

WITNESSETH:

WHEREAS, the PCAF invited Bids for certain goods and ancillary services, particularly SEVEN (7) UNITS OF LAPTOP, SEVEN (7) UNITS OF DESKTOP, FOURTEEN (14) LICENSES OF ANTIVIRUS, AND FOURTEEN (14) LICENSES OF OFFICE PRODUCTIVITY SOFTWARE with ITB No. 2024-001 and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of NINE HUNDRED FORTY-SIX SEVEN HUNDRED FIFTY THOUSAND PESOS (Php 946,750.00) (hereinafter called "the Contract Price").

WHEREAS, the SUPPLIER is engaged in the supply, delivery of desktop computers, laptop computers and software and had submitted its bid;

WHEREAS, the SUPPLIER has represented and warranted itself as capable, competent, and duly licensed provider of the aforementioned goods and services under the terms and conditions hereinafter set forth;

WHEREAS, the opening of bids was held on May 20, 2024, 10:00 a.m. at the Apacible Conference Room A, 3rd Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

WHEREAS, the SUPPLIER passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Single Calculated and Responsive Bid for the procurement of SEVEN (7) UNITS OF LAPTOP, SEVEN (7) UNITS OF DESKTOP,

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Rose Gianna Orrola

FOURTEEN (14) LICENSES OF ANTIVIRUS, AND FOURTEEN (14) LICENSES OF OFFICE PRODUCTIVITY SOFTWARE, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

WHEREAS, PCAF issued the Notice of Award to the **SUPPLIER** on May 20, 2024;

NOW THEREFORE, for and in consideration of the abovementioned premises, the **PCAF** and the **TERABIT COMPUTER SYSTEMS, CORP.**, hereby agrees as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

I. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;
- ii. Technical Specifications;
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletins, if any

II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

III. Performance Security;

IV. Notice of Award of Contract; and the Bidder's conforme thereto; and

V. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **NINE HUNDRED FORTY-SIX SEVEN HUNDRED FIFTY THOUSAND PESOS (Php 946,750.00)**, **TERABIT COMPUTER SYSTEMS, CORP.**, agrees to deliver **SEVEN (7) UNITS OF LAPTOP, SEVEN (7) UNITS OF DESKTOP, FOURTEEN (14) LICENSES OF ANTIVIRUS, AND FOURTEEN (14) LICENSES OF OFFICE PRODUCTIVITY SOFTWARE** in accordance with its Bid.

4. The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)** agrees to pay the above-mentioned sum to the **SUPPLIER** after the completion of the deliverables and receipt of the billing statement.

5. The **SUPPLIER** binds itself to provide warranty and technical support services for the aforementioned products/goods.



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6. The **SUPPLIER** shall acknowledge the receipt of payment by issuing an Official Receipt in the name of **PCAF**.

6. This Agreement contains all the terms and conditions agreed upon by the **PARTIES** with reference to the subject matter contained in this Agreement. No other agreement, oral or otherwise, shall be deemed to exist or to bind either of the **PARTIES** to this Agreement.

No Amendment to this Agreement may be made except by a written instrument signed by both **PARTIES**, executed in the same formalities as this Agreement.

7. This Agreement is governed by, and construed in accordance with, the laws of the Republic of the Philippines. Any dispute between the **PARTIES** arising out of, or relating to this agreement, its interpretation or performance hereunder, the **PARTIES** shall exert their best efforts to resolve the dispute amicably through negotiation.

If such dispute cannot be settled amicably, the **PARTIES** shall resort to Alternative Dispute Resolution (ADR) through arbitration.

Should the resort to arbitration fail, the **PARTIES** agree that all suits shall be filed in the appropriate courts of **QUEZON CITY** only, to the exclusion of all other courts.

8. Should the **SUPPLIER** fail to satisfactorily deliver goods under the contract in accordance with the terms of this Agreement, inclusive of duly granted time extensions, if any, the **SUPPLIER** shall be liable for damages for the delay and shall pay the **PCAF** liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the **PCAF**.

The **PCAF** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the **SUPPLIER**, or collected from any securities or warranties posted by the **SUPPLIER**, whichever is convenient to the **PCAF**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the **PCAF** may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with existing applicable laws, rules and regulations.



IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2024 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES

TERABIT COMPUTER SYSTEMS
CORPORATION

PCAF

SUPPLIER


Jon Samuel C. Mamanil

Rose Gigante Brula


JULIETA E. OPULENCIA
OIC - Executive Director


ROSE GIANNE ORROLA
Admin Associate

SIGNED IN THE PRESENCE OF:


MARISA R. LO
OIC-Chief, AFMD


JHON SAMUEL MAMARIL
Sales Associate

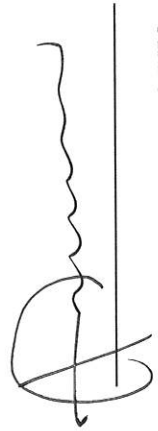
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱946,750.-

FUNDS AVAILABLE: ₱44,200.-

BS No. 06-10101-1024-06-

Control No. 101-24-06-112



JOSE REDENTOR H. BESENI0
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section




Jhon Samuel Mamaril

Jhon


Rose Gianne Orrola

ACKNOWLEDGEMENT

Republic of the Philippines)

Quezon City) s.s.

QUEZON CITY

JUN 14 2024

Before me, Notary Public, for and in _____ this _____ day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
ROSE GIANNE ORROLA	UMID # 0111-8201146-6	Makati City	July 18, 2019

*Rose Gianna Orrola
Mon canned c. Mariani*

WITNESS MY HAND AND SEAL, on the date and place above written.

Notary Public

Doc. No. 308
Page No. 79
Book No. XI
Series of 2024.

ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.
DPOS BLDG. 03RD. FLS. QUEZON CITY HALL
IBP NO. 880-03/12-29-237/QUEZON CITY
PTR NO. 5428107/01-02-24/QUEZON CITY
ROLL OF ATTORNEYS NO. 66078
MCLE NO. VII-0028698 Until 04/14/25
TIN NO. 243-965-918

Rose Gianna Orrola