

Contract Agreement

Project : **PROCUREMENT OF MIDRANGE LAPTOP**
Contract No. : **2024-CIMS(035)-CB0030-C0003**

AUG 24 2024

THIS AGREEMENT was made on the ___ day of _____ 2024 by and between:

CREDIT INFORMATION CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 6th Floor, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St., Legaspi Village, Makati City, Philippines, represented herein by its President, **ATTY. BEN JOSHUA A. BALTAZAR**, hereinafter called “the **Procuring Entity**”;

- and -

JONECO TECH MARKETING CORP., represented by its Corporate Sales Specialist, **ANGIELYN S. PADERES**, authorized through Secretary Certificate dated July 4, 2024 with office address at No.7 Pioneer St. Cor. Sheridan St. Elena Roces Compound, Highway Hills, Mandaluyong City, Philippines, hereinafter called “the **Supplier**”;

WHEREAS, upon invitation of the Procuring Entity, the Supplier submitted a bid for the **Procurement of Midrange Laptop** in the amount of **THREE MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND PESOS AND 00/100, (PHP3,472,000.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called “the **Contract Price**”;

WHEREAS, the Procuring Entity accepted the bid of the Supplier through Resolution No. 2024-CIMS(035)-CB0030, which was approved by the Head of Procuring Entity on 29 July 2023. **NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree as follows:

1. The words and expressions shall have the same meanings as assigned to them in this Agreement.
2. The following documents shall be deemed to form and be construed as part of this Agreement, to wit:

- (a) Bid Documents consisting of:
 - i. Invitation to Bid
 - ii. Instructions to Bidders
 - iii. Bid Data Sheet
 - iv. General and Special Conditions of Contract
 - v. Schedule of Requirements and Technical Specifications; and
 - vi. Terms of Reference
- (b) the Supplier’s Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
- (c) Supplemental Bid Bulletins;
- (d) the Performance Security; and
- (e) the Notice of Award.
- (f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Supplier 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.

Failure to abide by these documents may be considered a ground for the suspension or termination of this Agreement.

- In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to deliver said goods and services to the Procuring Entity for the period set forth:

Lot	Description	Technical Specifications	Delivery Schedule
1	Procurement Midrange Laptops Lenovo K14 Gen 2	Processor: 13 th Gen Intel Core i5-1335U Graphics Card: Integrated Intel UHD Graphics Memory: 16 GB DDR5-5200MHz (SODIMM) Storage: 512 GB SSD M.2 2242 PCIe TLC Disk Type: M.2 2242 Interface: PCIe NVMe, PCIe, 4.0 X4 Camera: 1080P FHD RGB with Microphone Display: 14" WUXGA (1920 x 1200), IPS, Anti-Glare, Non-Touch, 45%NTSC, 300 nits, 60Hz Network: Gigabit Intel Ethernet Connection Wireless Network: Intel Wi-Fi, 6E AX211, 802.11ax 2x2 Wi-Fi I/O Ports: x USB 3.2 Gen1, 1xHDMI 2.1 up to 4K/60Hz Bluetooth: Bluetooth 5.1 M.2 Card Speaker: Stereo Speakers, 2W x2, Dolby Audio Keyboard: Backlit, black – English (US) Power Adaptor: 65W USB-C 90% PCC 3 pin AC Adapter –US Battery: 3 Cell Li-Polymer 45Wh	Within Forty-Five (45) calendar days upon receipt of the Notice to Proceed

- The delivery of the above goods and services mentioned above shall be subject to the acceptance of the Procuring Entity based on the prevailing standards of relevant industries before it may be considered as delivered and accomplished.
- The warranty period will be for a period of at least three (3) years warranty for parts and shall services, shall commenced upon the acceptance of the Procuring Entity
- Within the warranty period, the Supplier shall warrant that the said goods are brand new with all bundled accessories and in good working condition. In case of minor repairs, troubleshooting, debugging, as well as other defects of the goods which are not attributable to the Procuring Entity, the Supplier covenants to repair the goods back into good working condition or replace the same, if deemed irreparable, without any added costs to the Procuring Entity.
- The **Supplier** shall be liable for the damages for the delay in the performance of its obligations under this Agreement and shall pay the **Procuring Entity** liquidated damages, in an amount of equal to atleast one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall be entitled to liquidated damages and shall have the option to rescind or terminate the contract, with due notice to the Supplier. This is without prejudice to other courses of action and remedies available to the Procuring Entity under the law.

8. The Procuring Entity hereby covenants to pay the Supplier, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract, to wit:

Payment shall be made on one-time basis subject to submission of billing statement and other supporting documents by the SP, subject to the issuance of Certificate Service by CIC.

The start of billing shall be based on the date of issuance of Certificate of Acceptance.

AMENDMENT

9. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Supplier.

ALTERNATIVE DISPUTE RESOLUTION


10. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application as applicable. The venue of the proceedings shall be in Makati City.

VENUE IN CASE OF SUIT

11. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

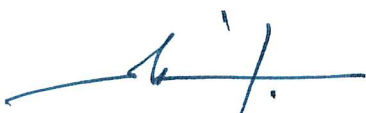


ATTY. BEN JOSHUA A. BALTAZAR
PROCURING ENTITY




ANGIELYN S. PADERES
SUPPLIER

SIGNED IN THE PRESENCE OF:




CHRISTOPER L. TUMPALAN
PROCURING ENTITY'S WITNESS



JERVIN F. PUSO
SUPPLIER'S WITNESS

Certified Funds Available:



MARIA SIENA M. CABASIS
Chief Accountant

REPUBLIC OF THE PHILIPPINES) S.S.
MAKATI CITY, METRO MANILA)

QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Makati City, Metro Manila, Philippines, this _____ day of _____, personally appeared the following:


AUG 24, 2024

Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
ATTY. BEN JOSHUA A. BALTAZAR			
ANGIELYN S. PADERES	BIR TIN I.D. 703-377-876-000	DATE ISSUED: 6/15/17	KAUBO, AKLAN

They are both known to be the same persons who signed the foregoing document and acknowledged to me that their signature/s proven their free acts and the identity/ies they represent.

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

Doc. No. 147
Page No. 90
Book No. XXIX
Series of MM


ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C./ Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.
MCLE Comp. No. VIII-0003873(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.

