

## Contract Agreement for Goods

This **CONTRACT AGREEMENT** made on the \_\_\_\_ day of December 2022 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5<sup>th</sup> Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**") and **TECH DEPOT I.T. WORKS SOLUTIONS INC.**, with office address at 5<sup>th</sup> Floor Gilmore I.T. Center Building, Brgy. Valencia, New Manila, Quezon City, Metro Manila (hereinafter called the "**Supplier**");

**WHEREAS**, upon the invitation of the **Entity**, the **Supplier** submitted a price quotation for the **Procurement of 20 units of Mid-Range Laptops**, in the amount of Eight Hundred Seventy Three Thousand Pesos (PhP 873,000.00), inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 011, series of 2022.

### **NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:**

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations of RA No. 9184, viz:
  - (a) The **Entity's** Terms of Reference (ToR), attached as **Annex A**;
  - (b) The **Entity's** Supplemental/Addendum of Annual Procurement Plan (APP) for FY 2022, attached as **Annex B**;
  - (c) The **Entity's** Request for Quotation dated 12 December 2022, attached as **Annex C**;
  - (d) The **Supplier's** winning price quotation received dated 15 December 2022, submitted as **Annex D**;
  - (e) The **Supplier's** Eligibility Requirements and all other documents/statements submitted as **Annex E**; and
  - (f) The **Entity's** Notice of Award, attached as **Annex F**.
2. In consideration of the payment to be made by the **Entity** to the **Supplier** as hereinbefore mentioned, the **Supplier** hereby covenants with the **Entity** to provide the goods/service, and remedy defects thereof in conformity with stipulations of the Contract in all aspects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. If the **Supplier** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth ( $\frac{1}{10^{\text{th}}}$ ) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind

or terminate the Contract without prejudice to other courses of action and remedies open to it.

- 4. The **Entity** hereby covenants to pay the **Supplier** the Contract Price and in consideration of the provision of goods and the remedying of defects thereof.
- 5. The **Supplier** shall be paid the full amount upon receipt by the **Entity** of the **Supplier's** Statement of Account with the **Entity's** validation of successful and full delivery and certification of inspection and acceptance report.
- 6. Schedule of Requirements/Technical Specifications:

QTY.	SPECIFICATION	AMOUNT
20 Units	LAPTOP BRAND & MODEL: ACER ASPIRE 3 A315-58-522T	PhP 873,000.00
	<div>1. Operating System: Windows 11 Home</div> <div>2. CPU and Chipset: Core i5 1135G7 processor Based Clock Speed 2.4 GHz, Turbo Core Speed 4.20 GHz</div> <div>3. Memory: 16 GB DDR4, upgradable up to 24 GB of DDR4 system memory, DDR4 SDRAM, One (1) Memory Slots, upgradable up to 24 GB of DDR4 system memory</div> <div>4. Display: 15.6" FHD IPS 1920x1080 resolutions, Ultra slim design mercury free, environmental friendly</div> <div>5. Graphics: Intel UHD Graphics</div> <div>6. Audio: Acer Purified Voice technology with two built in microphones, two built in stereo speakers</div> <div>7. Storage: 256GB PCIe SSD NVME + 1TB SATA 5400RPM 2.5"</div> <div>8. Webcam: 720p (1280x720 resolution)</div> <div>9. Wireless and Networking: WLAN: 802.11ac, Intel® Wireless Wi-Fi 6 AX201, Bluetooth 5.1</div> <div>10. Dimensions: 363 (W) x 255 (D) x 19.9 (H) mm (14.29 x 10.04 x 0.78 inches)</div> <div>11. Weight: 1.7 kg.</div> <div>12. Power Adapter: 65W AC Adapter</div> <div>13. Battery: 48Wh 3-cell Li-ion battery</div> <div>14. Battery Life: Up to 10 hours</div> <div>15. Keyboard: Fine Tip keyboard with independent numeric keypad, information language support, and power button.</div> <div>16. Touchpad: Multi-gesture secure touchpad, supporting two finger scroll; pinch; gesture to open cortana</div> <div>17. System Compliance: Energy Star 8.0</div> <div>18. Color: PALE GOLD</div> <div>19. Free: Back Pack, Mouse &amp; Mouse Pad</div> <div>20. Warranty: 2 Years Parts-2 Years Labor Only with International Warranty 1 Year warranty on battery. Supplier shall respond within 24/7 Technical Assistance/Support Center which can</div>	

	provide response to technical issues via Telephone Call, e-Mail or Site Visit (for NCR) upon verbal/written notification by the end-user agency.	
	<b>GRAND TOTAL</b>	<b>PhP 873,000.00</b>

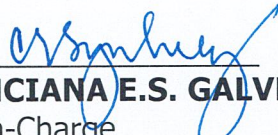
**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

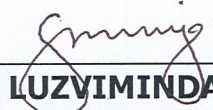
**OFFICE OF TRANSPORTATION  
COOPERATIVES**

**TECH DEPOT I.T. WORKS SOLUTIONS INC**

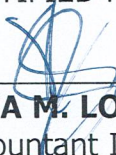
By:

By:

  
**CRESENCIANA E.S. GALVEZ**  
Officer-in-Charge,  
Office of the Chairperson

  
**MS. LUZVIMINDA DAMPIL**  
Marketing Assistant

CERTIFIED FUNDS AVAILABLE:

  
**NITA M. LOPEZ-COSARES**  
Accountant III

SIGNED IN THE PRESENCE OF:

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )**  
**CITY OF QUEZON CITY ) S.S.**

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared this \_\_\_\_ day of December 2022, the following persons exhibiting to me their respective valid identification cards, to wit:

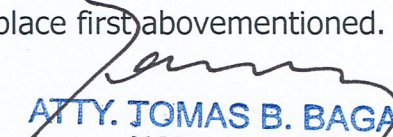
Name	Proof of Identity	Date/Place issued
1. Ms. Cresenciana E.S. Galvez	<u>Driver's License N02-04-003400</u>	<u>Expiry 06/05/2023</u>
2. Ms. Luzviminda Dampil	_____	_____

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Goods" consisting of three (3) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first abovementioned.

Doc. No. 64 :  
Page No. 14 :  
Book No. XXX :  
Series of 2022.

  
**ATTY. TOMAS B. BAGA, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
ADM. NO. NP-148 (2022-2023)  
IBP NO. 165982 for 2022 / PASIG CITY  
PTR NO. CP. 1497233 / 02-10-2022 / COT. CITY  
MCLE NO. VII-0019901 / 05-04-2022 / PASIG CITY  
RGH BLDG. TIMOG COR. PANAY AVE. Q.C.