Supply and Delivery of Brand – New Laptop Computer

CONTRACT AGREEMENT

THIS AGREEMENT is made on the SEP 14 2023 day of September 2023 (the "Agreement") between the **Philippine Competition Commission**, with office address at 25/F Vertis North Corporate Center Tower 1, North Avenue, Quezon City, represented herein by its OIC Executive Director, **Atty. Joseph Melvin B. Basas** (hereinafter referred to as the "Entity"), and ***Columbia Technologies, Inc.***, with office address at 1136-1146 J. Nakpil St. Malate, Metro Manila, represented herein by Account Manager, **Mary Grace D. Gregorio** (hereinafter referred to as the "Supplier") (collectively herein referred to as the "Parties");

WHEREAS, the Entity is desirous in procuring goods from the Supplier, particularly for the ***Supply and Delivery of Brand-New Laptop Computer*** (the "Goods") and has accepted a bid by the Supplier for the delivery of the said services in the sum of ***Three Million Four Hundred Ninety-Two Thousand Pesos Only (PhP3,492,000.00)*** inclusive of all applicable charges and taxes (the "Contract Price").

NOW THIS AGREEMENT WITNESSETH 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. Request for Quotation;

    ii. Schedule of Requirements;

    iii. Technical Specifications;

    iv. Notice of Award of Contract and the Supplier's conforme thereto; and

    v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents.

    The Supplier agrees that additional contract documents or information prescribed by the Government Policy Procurement Board that may be required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Agreement.

3. In consideration of the Contract Price or such other sums as may be ascertained, the Supplier agrees to provide the delivery of the said services and to remedy the defects therein in conformity with the provisions of this Agreement in accordance with its bid.

4. The Entity agrees to pay the Supplier, in consideration of the provision of the required goods, the Contract Price or such other sum as may become payable under the provisions of this Agreement in the time and manner prescribed, and in accordance with the terms of the bid.

5. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

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.

[redacted]

For the **PHILIPPINE COMPETITION COMMISSION**

By:

JOSEPH MELVIN B. BASAS
OIC Executive Director & Head of the Procuring Entity

COLUMBIA TECHNOLOGIES, INC.

By:

MARY GRACE D. GREGORIO
Account Manager

WITNESSES:

ALLAN ROY D. MORDENO
Information Technology Officer III,
Information and Communications Technology Division

R-JAY M. PAJARILLO
Sales Coordinator

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

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this _____ 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
JOSEPH MELVIN B. BASAS	Driver's License H02-98-046707	Quezon City

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract Agreement consisting of two (2) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is his free and voluntary act and deed, as well as that of his principal.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

REPUBLIC OF THE PHILIPPINES) S.S.
CITY OF MANILA)

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MANILA, this SEP 14 2023 2023, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
MARY GRACE D. GREGORIO	Passport # P0776925C	July 4, 2022 DFA NCR South

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract Agreement consisting of two (2) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is her free and voluntary act and deed, as well as that of her principal.

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

[redacted]

ATTY. FRANCISCO G. ZARATE
Notary Public Until Dec. 31, 2023
Notarial Comm. 2022-033
PTR No. Mla. 0862542 / Jan. 4, 2023
Roll No. 47574 / TIN- 181-238-358
IBP O.R. No. 264941 / Jan. 3, 2023
MCLE Exempt. No. VII-NP002227
Until April 14, 2025
553 P. Faura St., Ermita, Manila
Tel. No. 5313-9424

Doc. No. 117;
Page No. 24;
Book No. XXV;
Series of 2023.

[redacted]

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722
(+632) 8771 9713

NOTICE TO PROCEED

11 September 2023

Ms. MARY GRACE D. GREGORIO
Account Manager
Columbia Technologies, Inc.
1136-1146 J. Nakpil St.
Malate, Metro Manila

Dear **Ms. Gregorio**:

This refers to the Notice of Award to ***Columbia Technologies, Inc.*** for the ***Supply and Delivery of Brand-New Laptop Computer*** in the total amount of ***Three Million Four Hundred Ninety-Two Thousand Pesos (PhP3,492,000.00)***, inclusive of all applicable taxes.

In relation thereto, notice is hereby given to ***Columbia Technologies, Inc.*** that the implementation of the said project shall commence immediately. You are expected to perform the terms and conditions stipulated in the attached Contract Agreement.

Please acknowledge receipt of this notice by signing at the portion provided below. Keep a copy and return the original copy to this office at the soonest.

For further details, please contact the PBAC Secretariat through the following contact details: (a) email: procurement@phcc.gov.ph and (b) Tel. No. (+632)8771-9722 local 203/204.

Thank you.

[redacted]ly,

ATTY. JOSEPH MELVIN B. BASAS
OIC Executive Director and
Head of the Procuring Entity

[redacted]

Conforme: [redacted]

MARY GRACE D. GREGORIO
Date: September 14, 2023

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