

Contract Agreement Form

For the Purchase of 100 Tablet Computers for the National Economic and Development Authority (NEDA)

THIS AGREEMENT made this SEP 24 2018 day QUEZON CITY, 2018 in Pasig City Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at No. 12, Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary for Central Support Office, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the **"Procuring Entity"**

- and -

AVID SALES CORPORATION with address at 1000 J. Bocobo cor. T.M. Kalaw Sts. Ermita, Manila, herein represented by its President and General Manager, **MR. CHRISTIANE SHERWIN D. CHAN**, and hereinafter referred to as the **"Supplier"**;

WHEREAS, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the Purchase of 100 Tablet Computers for the National Economic and Development Authority (NEDA) in the sum of One Million, Four Hundred Sixty Thousand Eight Hundred Pesos and 00/100 (PhP1,460,800.00), inclusive of all applicable government taxes and charges (hereinafter called the **"Contract Price"**);

WHEREAS, the **Procuring Entity** subsequently accepted the bid of the **Supplier** pursuant to the NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 17, series of 2018 approved on September 07, 2018;

WHEREAS, the Contract for the Purchase of Tablet Computers for the National Economic and Development Authority (NEDA) involves the supply and delivery of item below:

Particulars	Brand and Model
100 Units of Tablet Computers	Samsung Galaxy Tab A (SM-P355)

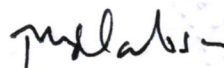
NOW THEREFORE, the **Procuring Entity** and the **Supplier** have agreed on the following:

1. In this Contract, 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 shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) Bidding Documents, consist of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General Conditions of Contract;
 - v. Special Conditions of the Contract;
 - vi. Schedule of Requirements, and Technical Specifications;
 - vii. Terms of Reference;

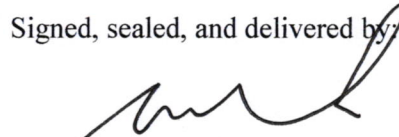
- (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (c) Bid Bulletin No. 01 issued on July 13, 2018;
 - (d) Performance Security;
 - (e) NBAC-GIP Resolution No. 17 (2018);
 - (f) Abstract of Bids and Post-Qualification Evaluation Report;
 - (g) Notice of Award of Contract and the Bidder's conforme thereto;
 - (h) Notice to Proceed;
 - (i) Addendum and/or Supplement to the Contract, if any; and
 - (j) Other contract documents that may be required by existing laws and/or the Procuring Entity
3. In consideration of the payments to be made by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to deliver said services and to remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The **Procuring Entity** hereby covenants to pay the **Supplier** in consideration for the delivery of said services, the **Contract Price** or such other sum, as may become payable at the time and in the manner prescribed by this Contract.
5. The **Supplier** is hereby required to post the warranty security in the form and amount stipulated in the Section 62.1 of the 2016 Revised IRR of RA 9184 as amended by GPPB Resolution No. 30-2017 dated May 30, 2017.
6. Should any dispute related to this Contract and/or the rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.
7. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

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

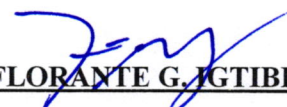
Signed, sealed, and delivered by:


JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA sa Pasig Bldg.
No. 12 Saint Josemaria Escriva Drive,
Village Ortigas Center, Pasig City

Signed, sealed, and delivered by:


CHRISTIANE SHERWIN D. CHAN
President and General Manager
Avid Sales Corporation
1000 J. Bocobo cor. T.M. Kalaw Sts.
Ermita, Manila

Signed in the presence of:


FLORANTE G. JGTIBEN


ANALIZA D. CUYOS

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

QUEZON CITY

Before me this _____ day of **SEP 24 2018** in **QUEZON CITY**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
JOSE MIGUEL R. DE LA ROSA In his capacity as Undersecretary NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City	Official Passport # S0012632A	
CHRISTIANE SHERWIN D. CHAN In his capacity as President and General Manager Avid Sales Corporation 1000 J. Bocobo cor. T.M. Kalaw Sts. Ermita, Manila	T.I.N # 198-598-743	

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page, together with the documents deemed construed part of the contract agreement, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 266
Page No. 43;
Book No. 7;
Series of 2018.

ATTY. RUBEN M. ABANEZ, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
FTR. No. 95611098, 01-09-2018 Quezon City
Roll of Attorney's No. 46427
ISP No. AR001205-Q.C. Chapter
Admin Matter No. 233
MCLE No. V-0024616
TIN No. 140-394-836
(PRE 3) Camp Crame, Quezon City