

25-00012

Contract for the Procurement of DOT Central and Regional ICT Equipment Requisition Lot No. 1 (Office Laptops and Desktops)

This Contract for the Procurement of DOT Central and Regional ICT Equipment Requisition Lot No. 1 (Office Laptops and Desktops) (Agreement) is made this 06 FEBRUARY 2025, in the City of Makati, by and between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the DOT Building, No. 351 Sen. Gil Puyat Avenue, Makati City, Philippines, represented by its **UNDERSECRETARY VERNA ESMERALDA C. BUENSUCESO**, and hereinafter referred to as the "PROCURING ENTITY";

-and-

TARLAC MAC ENTERPRISES, INC., a private entity duly organized and existing under the laws of the Philippines, with business address at 1030 McArthur Hi-way San Nicolas, Tariao City duly authorized and represented herein by **MR. JAY V. FERRERAS** and herein referred to as the "SUPPLIER";

WITNESSETH:

WHEREAS, the Procuring Entity invited Bids for certain goods and services, particularly the delivery of Office Laptops and Desktops (Lot No. 1) with a delivery period of Sixty (60) calendar days upon receipt of the Notice to Proceed, subject for extension if needed, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seventeen Million Six Hundred Seventy Thousand Eight Hundred Fifty Pesos (PnP17,670,850.00)**, inclusive of applicable taxes (hereinafter called "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. 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;

25-00012

- 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 of the sum of **Seventeen Million Six Hundred Seventy Thousand Eight Hundred Fifty Pesos (P17,670,850.00)** inclusive of applicable taxes; or such other sums as may be ascertained, the SUPPLIER agrees to provide services for the delivery of **Office Laptops and Desktops (Lot No. 1)** in accordance with its Bid.

4. The PROCURING ENTITY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

DEPARTMENT OF TOURISM
(Procuring Entity)

By:


VERNA ESMERALDA C. BUENSUCESO
Undersecretary

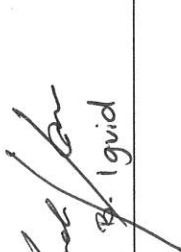
By:


JAY V. FERRERAS
Authorized Representative

TARLAC MAC ENTERPRISES, INC.
(Supplier)

SIGNED IN THE PRESENCE OF:


Paul Brian D. Lao


Heinrich B. Iguid

Certified Funds Available:


ROMAN G. BERSAMIRA
Chief, Accounting Division

25-00012

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati

BEFORE ME, a Notary Public, in and for Makati, this 13th day of February 2025, personally appeared:

| Name | Government ID | Date Issued | Place Issued |
|-------------------------------|--------------------------------|-------------|-------------------------|
| VERNA ESMERALDA C. BUENSUCESO | S 0031810A DRIVER'S LICENSE | 13 OCT 2023 | DFA MANILA |
| JAY V. FERRERAS | X01-55-024125 | 12-27-23 | LTO RODRIGUEZ RIPAAL |

all known to me to be the same persons who executed the foregoing instrument, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

WITNESS MY HAND AND SEAL on this 13th day of February 2025.

Doc. No. 114
Page No. 24
Book No. D
Series of 2025

ATTY. AUDELVEH. ZAMORA
Notary Public

Until Dec. 31, 2025
Penthouse, Legal Affairs Service, DOT Bldg.
PTR# 10469861/ 01-08-2025/ Makati City
IBP Lifetime Members 04646/ Makati City
Rol# 44115/ MCLRH 0002095

General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.



3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents -</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is: Mr. Paul Brian Lao Project Officer pdlaolao@tourism.gov.ph</p> |
| 2.2 | Partial payment is not allowed. |
| 4 | The deliverables shall be subject to the inspection and acceptance of the Project Officer. |






CERTIFICATION

I, **VERNA ESMERALDA C. BUENSUCESO**, of legal age and with office address at the New DOT Building, 351 Gil Puyat Avenue, Makati City, after having been sworn in accordance with the law, state that:

1. I am the Undersecretary for Tourism Development in the Department of Tourism (DOT) and the Delegated Head of the Procuring Entity;
2. Pursuant to Bids and Awards Committee (BAC) Resolution No. 2025-007, the DOT and TARLAC MAC ENTERPRISES, INC, entered into a Service Contract for Procurement of DOT Central and Regional ICT Equipment Requisition Lot No. 1 (Office Laptops and Desktops) (DOT-BAC IB NO. 2024-033) amounting to Seventeen Million Six Hundred Seventy Thousand Eight Hundred Fifty Pesos (PhP17,670,850.00) (the "Contract");
3. I hereby certify that the Contract has been entered into in faithful compliance with Republic Act No. 9184 and its Implementing Rules and Regulations, and all other applicable laws, rules, and regulations;
4. This Certification is being made in compliance with Executive Order No. 423 s. 2005 as amended by Executive Order No. 34 s. 2017.

IN WITNESS WHEREOF, I have affixed my signature this ____ day of _____ at Makati City.


VERNA ESMERALDA C. BUENSUCESO
 Undersecretary for Tourism Development,
 Department of Tourism (DOT)

SUBSCRIBED AND SWORN to before me this 13th day of February 2025 at Makati affiant exhibiting to me his/her Id # S0071870/A.

Doc. No. 145
Page No. 29
Book No. 1
Series of 2025.

NOTARY PUBLIC
 ATTY. AUDELENE H. ZAMORA
 Notary Public
 Until Dec. 31, 2025
 Penthouse, Legal Affairs Service, DOT Bldg.
 PTR# 10469861/ 01-08-2025/ Makati City
 IBP Lifetime Member# 04646/ Makati City
 Rol# 44115/ MCLE# 0002095