

**ORDERING AGREEMENT CONTRACT
SUPPLY AND DELIVERY OF DESKTOPS AND LAPTOPS
FOR THE PROCUREMENT SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 6th day of May 2020 ("Effective Date") by and among:

the **PROCUREMENT SERVICE**, an attached agency of the Department of Budget and Management, with office located at PS Complex, Cristobal Street, Paco, Manila, represented by its OIC-Executive Director, **USEC. LLOYD CHRISTOPHER A. LAO**, hereinafter referred to as the "PS"

-and-

the **COLUMBIA TECHNOLOGIES, INC.**, an entity duly organized under the laws of the Philippines, with principal office located at 1136-1146 Julio Nakpil St., Malate Manila, represented by its authorized representative, **PAUL G. CORTEZ**, hereinafter referred to as the "CONTRACTOR".

The **PS** and the **CONTRACTOR** are collectively referred to as "Parties" herein.

WITNESSETH, that:

WHEREAS, the PS under Letter of Instructions No. 755 and Executive Order No. 359 s. 1989, as the central procurement agency of the government, is mandated to carry in its inventory common-use office supplies, equipment and consumables;

WHEREAS, the PS advertised and posted in PhilGEPS the Invitation to Bid for the following:

PB No.	Lot No.	Item Description	Quantity
19-314-6	2	Desktop for Mid-range Users	12,500 units

WHEREAS, the competitive/public bidding was conducted in accordance with provisions of the revised IRR of R.A. 9184 and its Appendix 26, or the *Revised Guidelines on the Use of Ordering Agreement (Guidelines)*, due to prior determination by PS that by the nature, use, or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, the general conditions set forth under Section 4 of Guidelines are complied with before the conduct of the competitive/public bidding;

WHEREAS, the CONTRACTOR, the bidder with Lowest Calculated and Responsive Bid, was awarded the contract pursuant to BAC Resolution No. SBAC6-2020-01-01

which was approved by the Head of the Procuring Entity on March 12, 2020, with the following details:

Lot No.	Item Description	Quantity	Awarded price
2	Desktop for Mid-Range Users	12,500 units	₱ 509,500,000.00

WHEREAS, in accordance with Section 7.2 of the Guidelines, PS does not commit to place future contracts or make orders with the CONTRACTOR.

WHEREAS, the PS obliges itself to pay one (1) peso to the CONTRACTOR as consideration for the option granted to the PS to buy the items identified in this Agreement when the need arises;

WHEREAS, the CONTRACTOR has posted the required performance security as required under Section 37.2.1 of the revised IRR of R.A. 9184 for the following:

Lot No.	Item Description	Form of Performance Security	Amount
2	Desktop for Mid-Range Users	Irrevocable Letter of Credit	₱ 25,475,000.00

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually stipulate and agree 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 provisions of the Appendix 26 of the revised IRR of R.A. 9184, or the *Revised Guidelines on the Use of Ordering Agreement*, are deemed to form part of this Agreement;
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form and the Price Schedule submitted by the Bidder;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract; and
 - f. the Entity's Notification of Award;
4. In consideration of the payments to be made by the PS to the CONTRACTOR as hereinafter mentioned, the latter hereby covenants with the former to provide the goods and to remedy defects therein in conformity in all respects with the provisions of this Agreement;

5. The PS hereby covenants to pay the CONTRACTOR in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the time and in the manner prescribed by this Agreement;
6. This Agreement shall be valid for one (1) year reckoned from the date of the execution of this same, or until the total quantities are fully exhausted, whichever comes first.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place mentioned above.


PAUL G. CORTEZ
Columbia Technologies, Inc.


USEC. LLOYD CHRISTOPHER A. LAO
Procurement Service

Signed in the presence of:


R-Jay M. Pajarillo

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in MANILA, this MAY 12 day of 2020 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date & Place of Issue
USEC. LLOYD CHRISTOPHER A. LAO		
PAUL G. CORTEZ		

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing Agreement which they acknowledged before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the **Supply and Delivery Desktops and Laptops the for Procurement Service (Ordering Agreement)** and consisting of four (4) pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

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

Doc. No. 24;
 Page No. 06;
 Book No. II;
 Series of 2020.

Notary Public
Atty. VINCENT S. CORNARES
 Notary Public for Manila
 B5 L19, 14 Cristobal St., Paco, Manila
 Commission No. 2020-050 (2020-2021)
 Roll No. 62101; IBP Lifetime No. 015703
 MCLE Compliance No. VI-0018050
 PTR No. 9065794