

## Contract Agreement Form

*For the Provision of Photocopying Machine Services for the NEDA Central Office  
Under a Three-Year Service Agreement Renewable Annually*

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**THIS AGREEMENT** made this 10 day of AUG 01 2016 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Deputy Director-General, **NESTOR R. MIJARES IV**, and hereinafter referred to as the **"Procuring Entity"**;

- and -

The **E-COPY CORPORATION** with address at G/F 65 Sen. Gil Puyat Avenue, Palanan, Makati City, herein represented by its President, **BONIFACIO C. TY**, and hereinafter referred to as the **"Supplier"**;

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the Provision of Photocopying Machine Services for the NEDA Central Office under a Three (3)-Year Service Agreement in the sum of Fifty-Nine Centavos (PhP .59) per copy with no minimum copy requirement, inclusive of all applicable government taxes and charges (hereinafter called the **"Contract Price"**);

**WHEREAS**, the total Approved Budget for the Contract (ABC) for the first year is One Million Four Hundred Thousand Pesos (PhP1,400,000.00), inclusive of all applicable government taxes and charges;

**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. 20, series of 2016 approved on 30 June 2016.

**WHEREAS**, the **Procuring Entity** undertakes to secure the provision of photocopying machine services from the **Supplier** for a period of three (3) years, renewable on an annual basis;

**WHEREAS**, the **Procuring Entity** and the **Supplier** shall enter into a contract for a period of one (1) year, reckoned from the date of the assumption of the **Supplier**;

**WHEREAS**, the undertaking shall remain in full force and effect for the remaining two (2) years, subject to the condition that the **Supplier** has rendered a satisfactory performance for the first year of service as determined/assessed by the **Procuring Entity** annually, and the **Contract Price** remains fixed and is not to be adjusted during contract implementation;


**WHEREAS**, the **Contract Price** may only be adjusted if during the term of the Contract, the **Procuring Entity** increase or decrease the number of digital photocopying machines for the NEDA; *provided*, that the resulting cost of said increase or decrease does not exceed the ABC for the relevant year;

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

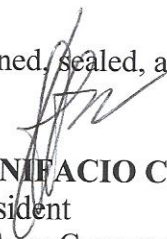
1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
  - (a) Bidding 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 Supplier's bidding envelopes, as annexes;
  - (c) Bid Bulletin No 1 issued on 07 June 2016;
  - (d) Performance Security;
  - (e) Credit line issued by a licensed bank, if applicable;
  - (f) Abstract of Bids and Post-Qualification Evaluation Report;
  - (g) NBAC-GIP Resolution No. 20, series of 2016;
  - (h) Notice of Award of Contract with the Supplier's *conforme* thereto;
  - (i) Notice to Proceed;
  - (j) Addendum and/or Supplement to the Contract, if any; and
  - (k) 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 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. 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 at the Pasig City.
6. 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:


  
**NESTOR R. MIJARES IV**  
Deputy Director-General  
NEDA Central Support Office  
NEDA sa Pasig Bldg.  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed, sealed, and delivered by:

  
**BONIFACIO C. TY**  
President  
E-Copy Corporation  
G/F 65 Sen. Gil Puyat Avenue,  
Palanan, Makati City

Signed in the presence of:

  
**MYRA I. DEA CRUZ**  
BIC-Director, AS

  
**JOHN JEFFREY DAVINO**  
SENIOR ACCOUNT EXECUTIVE



## ACKNOWLEDGMENT

Republic of the Philippines )

) S.S.

MANILA

AUG 01 2016

MANILA


Before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_,  
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
<b>NESTOR R. MIJARES IV</b> In his capacity as Deputy Director-General NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	TIN 107674196	
<b>BONIFACIO C. TY</b> In his capacity as President E-Copy Corporation G/F 65 Sen. Gil Puyat Avenue Palanan, Makati City	PASSPORT NO: #B8575618	

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of four (4) 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. 160  
Page No. 32;  
Book No. 110;  
Series of 2016.

  
**ATTY. RICHARD D. ANOLIN**  
NOTARY PUBLIC until December 31, 2016  
FOR CITY OF MANILA & PHILIPPINES  
IBP LIFETIME NO. 0177/2015/MLA.  
PTR NO. 4922461 01/05/16 Mia.  
Roll No. 33595  
MCLE COMPLIANCE NO. IV-00238501 8/16/14  
RODULFO ANOLIN AND ASSOCIATES LAW OFFICE  
2/F YMCA OF MANILA BLDG.  
#350 ANTONIO VILLERAS ST.,  
ERMITA MANILA TEL. 825-05-86  
EMAIL ADD: attyrichardanolin@yahoo.com