

Contract Agreement Form

*For the Provision of Toners/Inks/Consumables for the Existing Printers of the
National Economic and Development Authority Central Office – Lot 1*

THIS AGREEMENT made this 26th day of July 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 **BUSINESS MACHINES CORPORATION** with address at Carson Building, Orense St., Guadalupe Nuevo, Makati City, herein represented by its Government Coordinator, **MYLENE L. PALALAY**, and hereinafter referred to as the **“Supplier”**;

WHEREAS, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the Provision of Toners/Inks/Consumables for the Existing Printers of the National Economic and Development Authority Central Office – Lot 1 in the sum of Five Hundred Nineteen Thousand Eight Hundred Pesos (Php519,800.00), inclusive of all applicable government taxes and charges (hereinafter called the **“Contract Price”**);

WHEREAS, the Contract for the Provision of Toners/Inks/Consumables for the Existing Printers of the National Economic and Development Authority Central Office – Lot 1 involves the supply and delivery of various sets of consumables, namely:

No. of Units	Code	Color	Specification
46	TN-351Bk	Black	Standard Yield Black Toner (Yields approx. 2,500 pages in accordance with ISO/IEC 19798 (Letter/A4))
46	TN-351C	Cyan	Standard Yield Cyan Toner (Yields approx. 1,500 pages in accordance with ISO/IEC 19798 (Letter/A4))
46	TN-351M	Magenta	Standard Yield Magenta Toner (Yields approx. 1,500 pages in accordance with ISO/IEC 19798 (Letter/A4))
46	TN-351Y	Yellow	Standard Yield Yellow Toner (Yields approx. 1,500 pages in accordance with ISO/IEC 19798 (Letter/A4))

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. 18, series of 2016 approved on 30 June 2016.

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 and Supplemental Bid Bulletins, if any;
 - (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. 18 , 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:



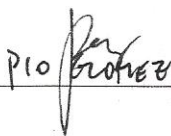
NESTOR R. MIJARES IV
Deputy Director-General
NEDA Central Support Office
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:



MYLENE L. PALALAY
Government Coordinator
Business Machines Corporation
Carson Building, Orense Street
Guadalupe Nuevo
Makati City

Signed in the presence of:


Pio Protop


Catherine Misa

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

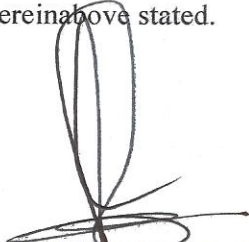
Before me this JUL 26 2016 day of MAKATI CITY,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
NESTOR R. MIJARES IV 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	
MYLENE L. PALALAY In her capacity as Government Coordinator Business Machines Corporation Carson Building, Orense Street Guadalupe Nuevo, Makati City	TIN 296-549-310-000	Lucena City

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. 103
Page No. 21
Book No. 18
Series of 2016.


MARCELO G. REMPILO, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 5324227 - 01/04/2016
IBP NO. 1017613 - 01/05/2016
Roll No. 38677

MCLE Compliance No. IV-0016256 - APRIL 10, 2013
SUITES 600-601 6F MARGARITA BLDG.,
J. P. RIZAL COR. CARDONA ST., MAKATI CITY

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