

Contract Agreement Form

For the Purchase of Toners/Inks Cartridges for the Existing Printers for the National Economic and Development Authority (NEDA) – Lots 1 & 3

THIS AGREEMENT made this JAN 07 2019 day _____, 2019 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 -

BUSINESS MACHINE CORPORATION with address at Carson Bldg. Orense cor. Del Carmen Sts., Guadalupe, 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 Purchase of Toners/Inks Cartridges for the Existing Printers for the National Economic and Development Authority (NEDA) for the following amounts inclusive of all applicable government taxes and charges (hereinafter called the **“Contract Price”**):

1. Lot 1 - One Million, Seventeen Thousand Pesos and 00/100 (PhP1,017,000.00); and
2. Lot 3 - Nine Hundred Seventy-Seven Thousand, Four Hundred Nine Pesos (PhP977,409.00).

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. 24 (2018) approved on 18 December 2018;

WHEREAS, the Contract for the Purchase of Toners/Inks Cartridges for the Existing Printers for the National Economic and Development Authority (NEDA) – Lots 1 & 3 involves the supply and delivery of various sets of consumables, namely:

Lot 1. Toner/ink cartridges for Brother HL-L8250CDN [†]			
No of Units	Code	Color	Specifications
90	TN-351Bk	Black	Average continuous Black toner yields 2,500 pages in accordance with ISO/IEC 19798
90	TN-351C	Cyan	Average continuous Cyan toner yield 1,500 pages in accordance with ISO/IEC 19798
90	TN-351M	Magenta	Average continuous Magenta toner yields 1,500 pages in accordance with ISO/IEC 19798
90	TN-351Y	Yellow	Average continuous Yellow toner yield 1,500 pages in accordance with ISO/IEC 19798

Lot 3. Toner/ink cartridges for Epson C9300N and Epson L6170			
No of Units	Code	Color	Specifications
215	C13T03Y100	Black	Average continuous Black ink yields 7,500 pages in accordance with ISO 24711/24712
199	C13T03Y200	Cyan	Average continuous Cyan ink yields 6,000 pages in accordance with ISO 24711/24712
199	C13T03Y300	Magenta	Average continuous Magenta ink yields 6,000 pages in accordance with ISO 24711/24712
199	C13T03Y400	Yellow	Average continuous Yellow ink yields 6,000 pages in accordance with ISO 24711/24712
26	C13S050605	Black	Average continuous Black ink yields 6,500 pages in accordance with ISO/IEC 19798
24	C13S050604	Cyan	Average continuous Cyan ink yields 7,500 pages in accordance with ISO/IEC 19798
24	C13S050603	Magenta	Average continuous Magenta ink yields 7,500 pages in accordance with ISO/IEC 19798
24	C13S050602	Yellow	Average continuous Yellow ink yields 7,500 pages in accordance with ISO/IEC 19798


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; and
 - 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 13 November 2018;
 - (d) Performance Security (NEDA OR # 8209907/8209908);
 - (e) NBAC-GIP Resolution No. 24 (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** hereby covenants to supply and deliver the said services to the **Procuring Entity**, within thirty (30) calendar days from receipt of the Notice to Proceed.
 6. The **Supplier** is hereby required to post a warranty security, which shall be covered by either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total Contract Price after acceptance by the **Procuring Entity** of the delivered supplies. The said amount shall only be released after the lapse of the warranty period. Provided however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
 7. When the **Supplier** fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any, the **Supplier** shall be liable for damages for the delay and shall pay the **Procuring Entity** liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the **Procuring Entity**.
 8. The **Procuring Entity** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the **Supplier**, or collected from any securities or warranties posted by the **Supplier**, whichever is convenient to the **Procuring Entity** concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **Procuring Entity** concerned may rescind the contract, without prejudice to any further action it may lawfully take to recover whatever losses it incurred.
 9. 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.
 10. 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:


MYLENE L. PALALAY
Government Coordinator
Business Machine Corporation
Carson Bldg. Orense cor.
Del Carmen Sts., Guadalupe,
Makati City

Signed in the presence of:


FLORANTE G. IGTIBEN
Director IV, Information and
Communication Technology Staff


JEANELLYN ASIATEN
Government and Website
Sales Assistant

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

Before me this _____ day of JAN 31 2019 in _____,
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	02 Nov 2017 DFA Manila
MYLENE L. PALALAY In her capacity as Government Coordinator Business Machine Corporation Carson Bldg. Orense cor. Del Carmen Sts., Guadalupe, Makati City	TIN NO 296-549-310-000	30 July 2010 Makati City

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of five (5) 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. 268
Page No. 54 ;
Book No. 24 ;
Series of 2019.

MARCELO G. REMPILLO, JR.
Notary Public

Until December 31, 2020

PTR No. 7334492 - 01/03/2019

IBP No. 060335 - 01/03/2019

Roll No. 38677

MCLE Compliance No. V - 0020524 - 04/28/16