

Contract Agreement Form

For the Purchase of Toners/Inks Cartridges for the Existing Printers for the National Economic and Development Authority (NEDA) – Lot 2

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 -

PHILCOPY CORPORATION with address at Philcopy Building, 793 J.P Rizal St., Makati City, herein represented by its President, **EFREN L. QUIDILLA**, 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) – Lot 2 in the sum of One Million, Seven Hundred Forty-Seven Thousand, Six Hundred Fifty Pesos and 00/100 (Php1,747,650.00), inclusive of all applicable government taxes and charges (hereinafter called the “**Contract Price**”);

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) – Lot 2 involves the supply and delivery of various sets of consumables, namely:

Lot 2. Toner/ink cartridges for Kyocera FS-C5150DN			
No of Units	Code	Color	Specification
83	TK-584K	Black	Average continuous Black toner yields 3,500 pages in accordance with ISO/IEC 19798
81	TK-584C	Cyan	Average continuous Cyan toner yield 2,800 pages in accordance with ISO/IEC 19798
81	TK-584M	Magenta	Average continuous Magenta toner yields 2,800 pages in accordance with ISO/IEC 19798
81	TK-584Y	Yellow	Average continuous Yellow toner yield 2,800 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 No. 8209905);
 - (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 **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.
5. 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.
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.
7. Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 1/10 of 1 percent of the cost of the unperformed portion for every day of delay. Once the

cumulative amount of liquidated damages reaches 10 percent of the amount of the contract, the **Procuring Entity** shall rescind the contract, without prejudice to other courses of action and remedies open to it.


8. 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.
9. 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.

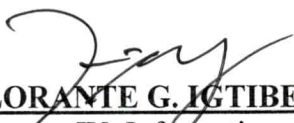
Signed, sealed, and delivered by:


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:


EFREN L. QUIDILLA
President
Philcopy Corporation
Philcopy Building,
793 Building, J.P. Rizal St.,
Makati City

Signed in the presence of:


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


GINA T. RIOSA
Product Specialist

ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY) S.S.


Before me this 14 JAN 2019 day of MAKATI CITY,
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
EFREN L. QUIDILLA In his capacity as President Philcopy Corporation Philcopy Building, 793 Building, J.P. Rizal St., Makati City	Official Passport # EC5046824	17 Aug 2015 DFA Manila

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. 406
Page No. 98;
Book No. 258;
Series of 2019.


RUBEN T.M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2019
IBP NO. 058383/01-8-15-Appointment #M-127
ROLL NO. 28947/MCLE NO V-0025589/9-8-2017
PTR NO. MKT 7333572/01-3-19 MAKATI CITY