

Republic of the Philippines
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
 Field Office V, Magnolia St. PBN Buraguis, Legazpi City

PROJECT : **PURCHASE OF TONERS FOR USE IN THE IMPLEMENTATION OF 4PS IN BICOL REGION CY 2020 (IB GOP/19-DSWD-169)**

CONTRACT NO.: **2020-05**

CONTRACT

This agreement **MADE AND ENTERED INTO THIS** _____, **BETWEEN** the Department of Social Welfare and Development, Field Office V, PBN-Buraguis, Legazpi City, Philippines, represented herein by its Regional Director, **ARNEL B. GARCIA, CESO II**, hereinafter referred as the **PURCHASER/FIRST PARTY**; and **NEED INK SALES AND SERVICES** as represented herein by its Manager/Authorized Representative, **ROY A. MANGUBAT**, with office address at 288 P. Rodriguez St., Poblacion, Lapu-Lapu City, Cebu hereinafter referred to as the **SUPPLIER/SECOND PARTY**.

That for and in consideration of the total sum of **THREE MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND PESOS (PHP 3,584,000.00)** to be paid by the First Party to the Second Party, the second party shall furnish/deliver the following:

Item No.	Description	Units	Qty	Unit Cost	Amount
1	Pantum Toner Cartridge PC-210	crtgs	500	P 2,960.00	P1,480,000.00
2	Pantum Toner Cartridge PC-310	crtgs	400	P 5,260.00	P2,104,000.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

THAT, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form, including the Technical and Financial Proposals, and all other documents/ statements submitted;
- (b) The Schedule of Requirements;
- (c) The Technical Specification;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Performance Security; and
- (g) The Notice of Award

THAT, in consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

Allyn
 RUBY B. BAYO
 Supplier/Witness

ROY A. MANGUBAT
 Manager/Authorized Representative
 Need Ink Sales and Services

Arnel B. Garcia
ARNEL B. GARCIA
 Purchaser/Witness

ARNEL B. GARCIA, CESO II
 Regional Director

THAT, the Purchaser shall have the right to inspect the items delivered by the Supplier to ensure its conformity to the approved specifications. Should any inspected item do not conform to the specifications, the Purchaser may reject the items delivered and the Supplier shall replace the delivered items free of cost to the Purchaser;

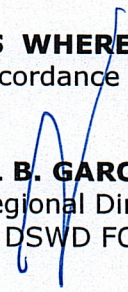
THAT, the Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract;

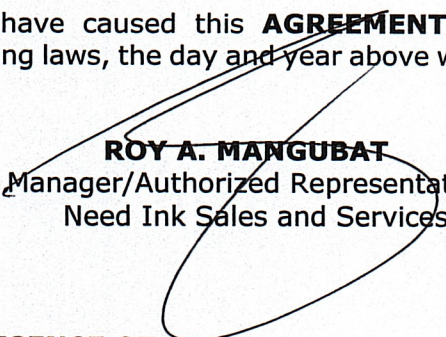
THAT, payment of the total contract price shall be made only after the full delivery of all the goods. Replacement of defective goods shall be made within the prescribed **15 calendar day** delivery period;

THAT, if the Supplier fails to deliver any of all the items within **15 calendar days** after the receipt of Notice to Proceed, the Purchaser shall deduct from the Contract Price as liquidated damages, a sum equivalent to 1/10 of 1% of the cost of the undelivered portion for every day of delay until actual delivery or performance. If Liquidated Damage reaches more than 10%, the Purchaser may consider termination of the Contract;

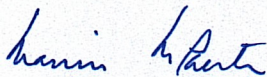
THAT, to guarantee the faithful performance by the Service Provider, it shall post a Performance Security prior to the signing of Contract. The Performance Security shall be posted in favor of the department, and shall guarantee the payment of the security as penalty in the event it is established that the winning bidder is in default in any obligations under Contract;

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in accordance with their respective existing laws, the day and year above written.

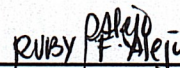

ARNEL B. GARCIA, CESO II
Regional Director
DSWD FO V


ROY A. MANGUBAT
Manager/Authorized Representative
Need Ink Sales and Services

SIGNED IN THE PRESENCE OF:



Purchaser Witness



Supplier/Witness

CERTIFIED FUNDS AVAILABLE:


LLOYD DRAZEN B. BAS, CPA
Accountant III

Roy A. Mangubat
Supplier/Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF LAPU - LAPU CITY) s.s.

Roy A. Mangubat
Manager/Authorized Representative
Need Ink/Sales and Services

BEFORE ME, a Notary Public this _____ day of JUN 03 2020 at _____ personally appeared **ARNEL B. GARCIA, CESO II** and **ROY A. MANGUBAT** exhibited to me their Competent Evidence of Identity ID No. 00433 issued in Legazpi City on December 17, 2018 and ID No. _____ issued at _____ issued on _____ respectively. Known to me to be the person who executed the foregoing instrument and acknowledgement to me the same as their free act and that of the principal they represent. This instrument consists of three (3) pages including the page, which, the acknowledgement is written.

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

Arnel B. Garcia
Purchaser/Witness

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Book No. V
SERIES OF 2020

Alex Dave A. Dornes
ALEX DAVE A. DORNES
NOTARY PUBLIC OF THE PHILIPPINES
COMMISSION NO. 5377 EXPIRES 12/31-2021
RM 105, AMCO PLAZA BLDG. ALI QUEZON AVE,
PAJO, LAPU-LAPU CITY
IBP NO. AR11112796
PTR NO. 8089749 JAN. 7, 2020
ROLL OF ATTORNEYS NO. 51732
MCLE COMPLIANCE NO. VI-0010769

Arnel B. Garcia
ARNEL B. GARCIA, CESO II
Regional Director