

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

PROJECT : **PURCHASE OF TONERS/INKS CARTRIDGES FOR THE EXISTING PRINTERS OF 4PS**

CONTRACT NO.: **2020-07**

**CONTRACT**

This agreement **MADE AND ENTERED INTO THIS** SEP 07 2020, **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 **ONE MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY PESOS ONLY (PHP 1,765,250.00)** to be paid by the First Party to the Second Party, the second party shall furnish/deliver the following:

Lot No.	Description	Units	Qty	Unit Cost	Amount
1	Toner Cartridge for Canon Printer ImageClass MF416dw, CRG 319, Black	crtgs	100	Php. 4,467.00	<b>Php. 446,700.00</b>
	Toner Cartridge for Canon Printer ImageClass LBP6030, CRG 325, Black	crtgs	100	Php. 3,486.00	<b>Php. 348,600.00</b>
2	Toner Cartridge for Brother Printer HL2240D, TN2280, Black	crtgs	50	Php. 3,403.00	<b>Php. 170,150.00</b>
3	Toner Cartridge for HP Laserjet Printer M600, 90A Black	crtgs	100	Php. 7,998.00	<b>Php. 799,800.00</b>

**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;

*RUBEN F. PIAZO*  
Supplier/Witness

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

*Arnelle Garcia*  
Purchaser/Witness

*ARNEL B. GARCIA, CESO II*  
Regional Director

- (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;

**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;

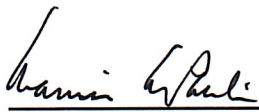
**THAT**, to guarantee the faithful performance by the Service Provider, it shall post a Performance Security prior to the signing of Contract. The Performance Security shall be posted in favor of the department, and shall guarantee the payment of the security as penalty in the event it is established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

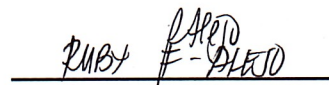
**IN WITNESS WHEREOF**, the parties hereto have caused this **AGREEMENT** to be executed in accordance with their respective existing laws, the day and year above written.

**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

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF CEBU CITY ) s.s.

SEP 07 2020

BEFORE ME, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ CEBU CITY 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.

ROY A. MANGUBAT  
Supplier/Witness

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

*[Signature]*  
Purchaser/Witness

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Page No. 78  
Book No. 201

**Atty. Bonifacio T. Degamo Jr.**  
Notary Public  
Until December 31, 2020  
IBP No. 054836 - 1/2/20  
PTR No. 1505786 - 1/2/20  
Roll of Attorneys No. 31311  
Notarial Commission No. 68-19  
MCLE Compliance No. VI-001073  
9-D- JAKOSALEM St. Cebu City

ARNEL B. GARCIA, CESO II  
Regional Director