

Contract Agreement Form

THIS AGREEMENT made this 17th day of July 2019 between **DSWD Field Office VII of M.J. Cuenco Ave., Cebu City, Philippines** (hereinafter called "**the Procuring Entity**") of the one part and **Need Ink Sales and Services of 288 P. Rodriguez St., Poblacion, Lapu-Lapu City (Opon) Cebu** (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Toner Cartridges for Printers with ITB No. DSWD7-PB-2019-36** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Five Hundred Seventy-Seven Thousand Twenty-Three Pesos (P1,577,023.00)** (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) and Performance Security; and
 - (g) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring 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.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED, DELIVERED BY:

For the Procuring Entity:


SHALAINE MARIE S. LUCERO
 Director III / ARD for Operations

For the Supplier:


ROY A. MANGUBAT
 General Manager

WITNESSES:


SHEBA S. DABON
 SWO IV / RPC KC-NCDDP Program


MANUEL F. SUGATAN JR.
 Sales Representative

ACKNOWLEDGMENT

Republic of the Philippines)
Cebu City)S.S.

BEFORE ME, a Notary Public for and in Cebu City, Philippines, this

JUL 18 2019

personally appeared:

Name

ID No.

Issued at / on

SHALAIN MARIE S. LUCERO

ID No. 18-2014-001

ROY A. MANGUBAT

CJC NO. 68023215

Lapulapu City

respectively, known to me and known to be the same person who executed the foregoing contract consisting of two (2) pages including the page whereon the acknowledgment is written and they acknowledged before me that the same is their free and voluntary act and deed and that they are authorized to sign the same.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

ALEX DAVE A. GODORNES
Notary Public
NOTARY PUBLIC OF CEBU, PHILIPPINES
COMMISSION NO. 471-UNTIL 12-31-2019
RM 105, AMCO PLAZA BLDG., ML QUEZON AVE.
PAJO, LAPU-LAPU CITY
IBP NO. 5473
PTR NO. 6694757 1-3-18 LLC
ROLL OF ATTORNEYS NO. 51732
MCLE Compliance No. V-0008137

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Funds Available:

LOUIE RAY C. VILLARIN
Accountant III