

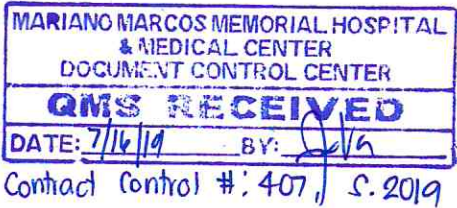
CONTRACT AGREEMENT

THIS AGREEMENT made the 4<sup>th</sup> day of July 2019 between **MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER, Brgy. 6 San Julian City of Batac Ilocos Norte** of the Philippines (hereinafter called "the Entity") of the one part and **NEED INK SALES & SERVICES of Lot 1, Block 8, Dolores Homesite, Dolores, City of San Fernando, Pampanga** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Various Information Technology Supplies for 2019 use – re bid** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Three Hundred Forty Five Thousand Two Hundred Sixty Pesos Only (Php 1,345,260.00)** (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) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. 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.
4. The 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.
5. Delivery of the Goods and/or performance of Services shall be made every second week of the month from Monday to Thursday upon receipt of the Notice to Proceed.



REGULAR FUND

JULY 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	JULY 15-18, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			

	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
	5 Multi Function Printer			
3	26X or equivalent	7,380.00	15 TONERS	110,700.00
	Free use of Laserjet Printer			
	18 Single Function Printer		2 UNITS	
	7 Multi Function Printer			
<b>TOTAL</b>				<b>110,700.00</b>

### INCOME TRUST FUND

JULY 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	JULY 15-18, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			
	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
	5 Multi Function Printer			
3	26X or equivalent	7,380.00	36 TONERS	265,680.00
	Free use of Laserjet Printer			
	18 Single Function Printer		6 UNITS	
	7 Multi Function Printer		3 UNITS	
<b>TOTAL</b>				<b>265,680.00</b>

### REGULAR FUND

AUGUST 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	AUGUST 12-15, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00	30 TONERS	76,500.00
	Free use of Lasejet Printer			
	6 Multi Function Printer		6 UNITS	
2	85A or equivalent	2,350.00	15 TONERS	35,250.00
	Free use of Laserjet Printer			
3	26X or equivalent	7,380.00		
	Free use of Laserjet Printer			
	18 Single Function Printer			
	7 Multi Function Printer			
<b>TOTAL</b>				<b>111,750.00</b>

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### INCOME TRUST FUND

AUGUST 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	AUGUST 12-15, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00	30 TONERS	76,500.00
	Free use of Lasejet Printer			
	6 Multi Function Printer		6 UNITS	
2	85A or equivalent	2,350.00	15 TONERS	35,250.00
	Free use of Laserjet Printer			
	5 Multi Function Printer			
3	26X or equivalent	7,380.00		
	Free use of Laserjet Printer			
	18 Single Function Printer			
	7 Multi Function Printer			
<b>TOTAL</b>				<b>111,750.00</b>

### REGULAR FUND

SEPTEMBER 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	SEPTEMBER 16-19, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			
	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
3	26X or equivalent	7,380.00	15 TONERS	110,700.00
	Free use of Laserjet Printer			
	18 Single Function Printer		2 UNITS	
	7 Multi Function Printer			
<b>TOTAL</b>				<b>110,700.00</b>

### INCOME TRUST FUND

SEPTEMBER 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	SEPTEMBER 16-19, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			
	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
3	26X or equivalent	7,380.00	34 TONERS	250,920.00
	Free use of Laserjet Printer			
	18 Single Function Printer		6 UNITS	
	7 Multi Function Printer		2 UNITS	
<b>TOTAL</b>				<b>250,920.00</b>

### REGULAR FUND

DECEMBER 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	DECEMBER 16-19, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			

	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
3	26X or equivalent	7,380.00	18 TONERS	132,840.00
	Free use of Laserjet Printer			
	18 Single Function Printer			
	7 Multi Function Printer			
TOTAL				132,840.00

**INCOME TRUST FUND**  
DECEMBER 2019

Item No.	ARTICLES/DESCRIPTION	UNIT COST	DECEMBER 16-19, 2019	TOTAL BID PRICE
1	17A or equivalent	2,550.00		
	Free use of Lasejet Printer			
	6 Multi Function Printer			
2	85A or equivalent	2,350.00		
	Free use of Laserjet Printer			
3	26X or equivalent	7,380.00	34 TONERS	250,920.00
	Free use of Laserjet Printer			
	18 Single Function Printer			
	7 Multi Function Printer			
TOTAL				250,920.00

**TOTAL CONTRACT PRICE 1,345,260.00**

6. If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract.
7. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price. The said amounts 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 this Contract have been fully met.

**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.

MARIANO MARCOS MEMORIAL HOSPITAL  
AND MEDICAL CENTER

NEED INK SALES & SERVICES

BY:

BY:

**MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS**  
Medical Center Chief II

**Kenneth M. Mendoza**  
Representative

## WITNESSES

  
**AIDA MICHELLE F. DUMBRIQUE, RN, MAN, MHA**  
OIC - Chief Administrative Officer

  
**Kenneth M. Mendoza**  
Supplier's Witnesses

  
**CELSO B. LIGSAY, CPA, MBA**  
Finance and Management Officer II

Funds Available:

  
**JAMAICA VIEN P. ORTAL, CPA**  
Accountant IV

## TOTAL CONTRACT PRICE

REGULAR – Php 465,990.00

INCOME TRUST FUND – Php 879,270.00



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_ ) S. S.

Before me a Notary Public; for and in \_\_\_\_\_ personally  
appeared the following:

JUL 11 2019 Name	CTC No.	Date/Place Issued
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	12798666	January 16, 2019 City of Batac, Ilocos Norte
_____		

Known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds and that of the agency/entity they respectively represent.

This instrument related to a Contract consisting of four (4) pages including this page whereon this Acknowledgement is written and signed by the parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above-written.

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Series of 2019

  
ACTY. WINDELL D. CHUA  
NOTARY PUBLIC  
COMMISSION UNTIL DEC. 31, 2020  
PTR No. 576293521-3-14/RAIAG  
IBP LIFETIME No. 755883  
ROLL No. 31305  
TIN: 122-585-650