

CONTRACT FOR SUPPLY OF CONTINUOUS FORM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 8th day of October, 2018
by and between:

THE PUBLIC ATTORNEY'S OFFICE, a government agency attached to the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at 5/F DOJ Agencies Building, NIA Road cor. East Avenue, Diliman, Quezon City, Metro Manila, represented in this instance by its Deputy Chief Public Attorney and Authorized Representative, **ATTY. SILVESTRE A. MOSING**, herein referred to as the "**BUYER**",

- and -

MOSTACO MARKETING, a business name duly registered under the laws of the Republic of the Philippines, with office address at No. 68A Lallaine Bennet Street, BF Resort Village, Las Pinas City, represented in this instance by its Authorized Representative, **MR. ERIC BUGAWAN**, hereinafter referred to as the "**SELLER**".

WITNESSETH:

WHEREAS, the **SELLER**, is duly licensed and engaged in the business of selling Office Equipment, among others, in the Philippines;

WHEREAS, the **BUYER**, is in need of 40 BOXES OF CONTINUOUS FORM TSF A+, PLAIN 11x14 7/8 x3 ply CARBONLESS (SUBSTANCE-STANDARD) 55 GSM FRONT, 50GSM MIDDLE, 55GSM BACK for use at its Central Office;

WHEREAS, the **PAO-BIDS AND AWARDS COMMITTEE (PBAC)** in its resolution dated 23 August 2018 resolved that the procurement of the aforesaid Equipment is **THROUGH SHOPPING UNDER SECTION 52.1b IN RELATION TO ANNEX "H," NO. V, SUBSECTION (C)1-b OF THE**

**REVISED IMPLEMENTING RULES AND REGULATIONS (IRR) OF
REPUBLIC ACT NO. (RA) 9184; and**

WHEREAS, after evaluating the quotations submitted by different suppliers, the **PBAC** in its resolution dated 07 September 2018 recommended the award of the Procurement of 40 Boxes of Continuous Form to herein **SELLER**, having submitted the lowest and responsive quotation.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and agreements, the parties hereto hereby agree to the following terms and conditions:

1. That the **SELLER** agrees to sell/deliver 40 Boxes of Continuous Form, to the **BUYER**;
2. That the **BUYER** after the complete delivery of the aforesaid quantity and quality of the Continuous Form, shall pay the latter **Fifty Four Thousand Pesos (P54,000)**;
3. That the **SELLER** shall guarantee the quality of the Continuous Form delivered to the **BUYER**. When the **BUYER**, after opening the boxes containing the Continuous Form, finds the quality not satisfactory, the **BUYER** shall have the right to demand replacement of the affected units at no cost to the latter;
4. That damaged Continuous Form delivered shall be for the account of the **SELLER** and the **BUYER** has no obligation to accept the same;
5. That it is agreed that the delivery of the aforesaid Continuous Form shall be during office hours at the above-mentioned office address of the **BUYER**;
6. That the **BUYER** shall pay any due bill within a period of thirty (30) days from dated receipt or the billing statement from the **SELLER**;
7. In case of breach of this Contract by the **SELLER** or undue delay due to the fault of the latter, the **BUYER** shall be entitled to

payment of liquidated damages from the **SELLER** in the amount of one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion for every day of delay, payable to the National Treasury. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **BUYER** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

8. This Contract is subject to the existing provisions of R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances. All required contract provisions therein are, therefore, hereby adopted and deemed incorporated in this Memorandum of Agreement. If any provision in this Memorandum of Agreement is inconsistent with R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances, the latter shall prevail.

9. This Contract shall take effect this 8th day of October 2018 and shall expire upon the complete delivery of the **40 Boxes of Continuous Form**.

IN WITNESS WHEREOF, the parties have herewith signed this Agreement in Quezon City, Metro Manila, this 8th day of October 2018.

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PUBLIC ATTORNEY'S OFFICE

MOSTACO MARKETING


BY:

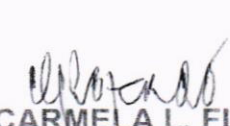
BY:


ATTY. SILVESTRE A. MOSING
Deputy Chief Public Attorney


MR. ERIC BUGAWAN
Authorized Representative

SIGNED IN THE PRESENCE OF:


MR. ANDRIAN H. MARASIGAN
Supply Section, Administrative Service


MS. CARMELA L. FLORENDO
Supply Section, Administrative Service