

**CONTRACT FOR PROCUREMENT OF VARIOUS INK  
CARTRIDGES UNDER  
PURCHASE REQUEST NO. 664-11-2020**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this 22<sup>nd</sup> December 2020 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 -

**ADECS INTERNATIONAL CORPORATION**, a business name duly registered under the laws of the Republic of the Philippines, with office address at 141 Tuazon Sta. Mesa Heights, Quezon City, represented in this instance by its Authorized Representative, **PRINCESS MAY G. FERNANDO** hereinafter referred to as the "**SELLER**".

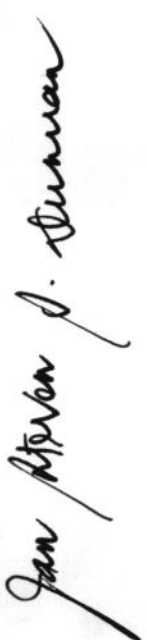


**WITNESSETH:**

**WHEREAS**, the **SELLER**, is duly licensed and engaged in the business of selling and information communication technology (ICT) equipment, among others, in the Philippines;

**WHEREAS**, the **BUYER**, is in need of the following various ink cartridges, as described in Purchase Request No. 664-11-2020 and Technical Specifications in the Bidding Documents as follows:

QUANTITY	DESCRIPTION
6500 pcs.	INK CARTRIDGE HP 680(B) (ORIGINAL)
5500 pcs.	INK CARTRIDGE HP 680(C)



	(ORIGINAL)
2700 pcs.	Ink Cartridge Canon-PG810 (B) (ORIGINAL)
6250 pcs.	Ink Cartridge Canon-CL811 (C) (ORIGINAL)
4000 pcs.	INK CARTRIDGE HP 678 (B) (ORIGINAL)
2000 pcs.	INK CARTRIDGE HP 678 (C) (ORIGINAL)

**WHEREAS**, the **PAO-BIDS AND AWARDS COMMITTEE (PBAC)** in its resolution dated 18 December 2020 resolved to recommend to the Head of the Procuring Entity that the award for this contract be granted to the **SELLER** as the single calculated and responsive bid and after passing the post-qualification;

**WHEREAS**, the Head of the Procuring Entity approved the said recommendation of the PBAC;

**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 deliver the various ink cartridges described above, to the **BUYER** within 15 days from receipt of Notice to Proceed;
2. That the **BUYER** after the complete delivery of the aforesaid quantity and quality of the subject procurement as described above, shall pay the **SELLER** the amount of **SIXTEEN MILLION SIX HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED PESOS (16,652,600.00)**
3. That the **SELLER** shall guarantee the quality of subject procurement, as described above delivered for the **BUYER**. When the **BUYER**, before and/or after delivery, finds the quality is not

*Jan Marvin J. Duran*

satisfactory, the **BUYER** shall have the right to demand to the **SELLER** replacement of the affected items at no cost to the latter;

4. That a damaged item 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 subject procurement, 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 immediately after **SELLER**'s receipt of the Notice to Proceed from the **BUYER** and shall expire upon the fulfillment of the terms agreed upon herein;

IN WITNESS WHEREOF, the parties have herewith signed this Agreement in Quezon City, Metro Manila, this 22<sup>nd</sup> December 2020

*Jan Arseno P. Sumaran*  
**PUBLIC ATTORNEY'S OFFICE**

*[Signature]*  
**ADECS INTERNATIONAL CORPORATION**

BY:

*Jan Steven S. Dunuan*  
ATTY. JAN STEVEN S. DUNUAN  
Regional Public Attorney  
*Foyt* ATTY. SILVESTRE A. MOSING  
Deputy Chief Public Attorney

BY:

*Princess May G. Fernando*  
PRINCESS MAY G. FERNANDO  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

*Marilyn S. Boongaling*  
MS. MARILYN S. BOONGALING  
Director II  
Assistant Head, Administrative Service

*Carmela L. Florendo*  
MS. CARMELA L. FLORENDO  
Officer-In-Charge  
Supply Section, Administrative Service

**ACKNOWLEDGMENT**

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

BEFORE ME, for and in Quezon City, personally appeared:

**ATTY. SILVESTRE A. MOSING** PAO I.D. No. 2240-07  
Issued at: Quezon City  
Issued on: January 18, 2007

*Princess May G. Fernando*  
**PRINCESS MAY G. FERNANDO** 10-2028 21048-2  
Authorized Representative PHIL HEALTH ID

who personally acknowledge to me that this Contract for Lease of Photocopiers with Consumables, as described above, consisting of four (4) pages, including this page on which the Acknowledgment was written was voluntarily signed by them without any force, or duress and that this document represents their true and complete agreement therein.

*Diana Grace A. Mariano*  
ATTY. DIANA GRACE A. MARIANO  
Public Attorney I  
Pursuant to R.A. 9406