

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT, made and executed this MAR 04 2025, by and between:

The **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY – LA PAZ, ILOILO CITY CAMPUS**, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, herein represented by its SUC Presidents III, **DR. GABRIEL M. SALISTRE, JR.**, (hereinafter referred to as the “**ISAT U**”);

and

PHILIPPINE DUPLICATORS, INC., with office address at Stall #3, Anacleta Building, Corner Burgos-Mabini Street, La Paz, Iloilo City, Philippines, herein represented by its Authorized Representative, **MR. DAVE B. PENDON**, (hereinafter referred to as the “**SUPPLIER**”).

WHEREAS, ISAT U has programmed the **PROCUREMENT OF PHOTOCOPIER TONER FOR VARIOUS OFFICES – EPA** with Project Reference No. ISAT U GOODS–2025–01–013;

WHEREAS, ISAT U, through its Bids and Awards Committee (BAC), posted the Invitation to Bid on the ISAT U and PhilGEPS website, as well as on the ISAT U Bulletin Boards, continuously for at least 7 days, starting November 28, 2024 to December 17, 2024 as provided under Section 54.2.4 of Republic Act No. 9184 or otherwise known as the Government Procurement reform Act and its 2016 Revised Implementing Rules and Regulations (RA9184 and its 2016 RIRR), with an Approved Budget for the Contract (**ABC**) of **One Million Four Hundred Ninety Nine Thousand Ninety Pesos Only (PhP1,499,090.00)**, inclusive of applicable taxes, as indicated in Purchase Request No. PB-2025-021;

WHEREAS, in BAC Resolution No. 025s. 2025 dated January 20, 2025, the BAC recommended to the Head of the Procuring Entity (HOPE) through the University President to award the contract to the **SUPPLIER**;

WHEREAS, on January 27, 2025, the University President signed the Notice of Award;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I

(Included in the Agreement)

In accordance with RA 9184 and its 2016 Revised Implementing Rules and Regulations, the following documents shall form part of this Agreement:

- a. *Philippine Bidding Documents (PBDs)*
 - i. *Schedule of Requirements*
 - ii. *Technical Specifications*
 - iii. *General and Special Conditions of the Contract*
 - iv. *Supplemental or Bid Bulletins, if any*
- b. *Winning Bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documentary/statements submitted;*
- c. *Performance Security;*
- d. *Notice of Award of Contract;*
- e. *Other contract documents that may be required by existing laws and/or the*

Witness
[Signature]

MR. DAVE B. PENDON
Authorized Representative

GABRIEL M. SALISTRE JR., PEE, DIT
SUC President III

RUSS ALLEN B. MAPUD D.I.T.
VP for Administration and Finance

REYNARD Y. CHU
Director, MIS

Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract; and

f. RA 9184 and its 2016 RIRR, as amended

ARTICLE II
(Technical Specifications)

Item No.	Description/Brand	Qty	Unit	Unit Price	Total Price
1	Copier Toner - Gestetner Toner, MPC2 2004, Black Ricoh	7	toner	11,675.00	81,725.00
2	Copier Toner - Gestetner Toner, MPC2 2004, Cyan Ricoh	5	toner	11,675.00	58,375.00
3	Copier Toner - Gestetner Toner, MPC2 2004, Magenta Ricoh	5	toner	11,675.00	58,375.00
4	Copier Toner - Gestetner Toner, MPC2 2004, Yellow Ricoh	5	toner	11,675.00	58,375.00
5	Copier Toner Gestetner Toner, IM C 2000, Black Ricoh	11	toner	11,675.00	128,425.00
6	Copier Toner, Gestetner Toner, IM C2000, cyan Ricoh	10	toner	11,675.00	116,750.00
7	Copier Toner, Gestetner Toner, IM C2000, Magenta Ricoh	10	toner	11,675.00	116,750.00
8	Copier Toner, Gestetner Toner, IM C2000, Yellow Ricoh	10	toner	11,675.00	116,750.00
9	Ink for DX 2430 Digital Duplicating Machine Ricoh	1	box	5,401.00	5,401.00
10	Photocopier Toner for Gestetner IMC2500, MPC2503 Cyan Ricoh	1	bottle	11,675.00	11,675.00
11	Photocopier Toner for Gestetner IMC2500, MPC2503 Magenta Ricoh	1	bottle	11,675.00	11,675.00
12	Photocopier Toner for Gestetner IMC2500, MPC2503 Yellow Ricoh	1	bottle	11,675.00	11,675.00
13	Photocopier Toner for Gestetner M 2701 with ARDF – BLACK Ricoh	1	cartridges	5,700.00	5,700.00
14	Toner - Gestetner, MP 2001 L – BLACK Ricoh	4	pieces	5,420.00	21,680.00
15	Toner - Gestetner 2014H – Black Ricoh	8	pieces	5,700.00	45,600.00
16	Toner - Gestetner Copier Cartridge MP C2503 (black) Ricoh	18	cartridges	11,675.00	210,150.00
17	Merged to item # 16				
18	Toner - Gestetner Copier Cartridge MP C2503 (Cyan) Ricoh	10	cartridges	11,675.00	116,750.00
19	Toner - Gestetner Copier Cartridge MP C2503 (Magenta) Ricoh	10	cartridges	11,675.00	116,750.00
20	Toner - Gestetner Copier Cartridge MP C2503 (Yellow) Ricoh	10	cartridges	11,675.00	116,750.00
21	Toner - GESTETNER MP 2014 – Black Ricoh	2	toner	5,700.00	11,400.00
22	Toner - MP 2014 AD – Black Ricoh	4	cartridges	5,700.00	22,800.00
23	Toner - MP 2501 – Black Ricoh	5	cartridges	5,420.00	27,100.00
24	Photocopier drum and development unit for gestetner IMC2500, Black - part number: DOBK2240 Ricoh	1	set	24,000.00	24,000.00
TOTAL AMOUNT				PhP1,494,631.00	

ARTICLE III
(Delivery Period)

The **SUPPLIER** shall perform its obligation as specified in the Agreement within **Thirty (30) calendar days** upon receipt of the Notice to Proceed.

ARTICLE IV
(Contract Amount)

In consideration for the sum of **One Million Four Hundred Ninety-Four Thousand Six Hundred Thirty-One Pesos Only (Php1,494,631.00)**, or such other sums as may be ascertained, the **SUPPLIER** Agrees to the **PROCUREMENT OF PHOTOCOPIER TONER FOR VARIOUS OFFICES – EPA** in accordance with its Bid.

The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of this Agreement.

ARTICLE V
(Warranty of Goods)

The **SUPPLIER** guarantees that all materials it will supply under this Agreement are brand new, free from defects, and strictly in accordance with the Technical Specifications. The provision under Section 62.1 on warranty security shall be observed.

Witness

MR. DAVE B. PENDON
Authorized Representative

GABRIEL M. SALISRE JR., PEE, DIT
SUC President III

RUSS ALLEN B. MAPUD D.I.T.
VP for Administration and Finance

REV. RAY. CHU
Director, MIS

ARTICLE VI
(Liquidated Damages)

If the **SUPPLIER** refuses or fails to satisfactorily complete the obligation within the specified contract time, plus any time extension duly granted, and is in default under the Agreement, the **SUPPLIER** agrees to pay **ISAT U** for liquidated damages (LD) in an amount equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for everyday of delay. **ISAT U** shall have the option to deduct the liquidated damages from payments or any money due or which may become due to the **SUPPLIER** under this Agreement and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER** whichever is convenient to **ISAT U**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Agreement, **ISAT U** may rescind this Agreement, without prejudice to other courses of action and remedies open to **ISAT U**.

ARTICLE VII
(Settlement of Disputes)

The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Agreement shall be settled in accordance to Rule XVIII (Settlements of Disputes) under the 2016 RIRR of RA 9184.

ARTICLE VIII
(Miscellaneous Provisions)

The parties warrant that they have full power and authority to represent their respective agency/office/entity.

The **SUPPLIER** shall facilitate this Agreement's notarization and bear its cost.

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.

**ILOILO SCIENCE AND TECHNOLOGY
UNIVERSITY (ISAT U)**

**PHILIPPINES DUPLICATORS, INC.
(SUPPLIER)**

By:

By:


GABRIEL M. SALISTRE, JR., PEE, DIT
SUC President III


MR. DAVE B. PENDON
Authorized Representative

WITNESSETH:


RUSS ALLEN B. NAPUD, DIT
VP for Administration and Finance


Marlyta Deunano
In behalf of the Agency


REYNARD Y. CHU
Director MIS

Republic of the Philippines

ILOILO CITY : S.S
X-----X

ACKNOWLEDGMENT

BEFORE ME, this 04 day of FEBRUARY, in ILOILO CITY, personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Government ID	Place Issued	Date Issued
1 DR. GABRIEL M. SALISTRE, JR.	ISAT U ID No.: 04-0232	Iloilo City	August 5, 2023
2 MR. DAVE B. PENDON	LTO F03-13-066066	Iloilo City	11-4-24

known to me to be the same persons who executed the foregoing instrument and they acknowledged that the same are their free act and deed as well as of the institution / agency that they represent.

This instrument, which refers to a **Procurement of Photocopier Toner for Various Offices - EPA**, consisting of 4 pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year, and place above written.

ATTY. REMEDIO S. PRADO JR.
 NOTARY PUBLIC FOR THE CITY AND PROVINCE
 OF ILOILO UNTIL DECEMBER 31, 2025
 IEP NO. 492367, 1/2/2025, PASIG CITY
 PTR NO. 8795939, 1/2/2025, ILOILO CITY,
 NOT. REG. NO. 14, ROLL NO. 25535
 MCLE VIII UNTIL 4/14/2028, NO. 0013684
 TIN 117-355-747
 SEIZANINE FLOOR RED PLAZA BUILDING
 M. BASA ST., ILOILO CITY (0932) 814-5846

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