

CONTRACT FOR PRINTER RENTAL SERVICES

This **CONTRACT** executed on the _____ day of July 30 2023, 20_____, by and between:

JOHN HAY MANAGEMENT CORPORATION, a government-owned and controlled corporation, operating by virtue of the laws of the Republic of the Philippines, with office address at the John Hay Special Economic Zone, Camp John Hay, Loakan Road, Baguio City, hereinafter called "**JHMC**";

-and-

INKMECHANICS INK REFILLING STATION, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at Room 403 4/F Jose Miguel Building 1, No. 1 Yandoc Street corner Naguilian Road, Kayang Extension, Baguio City, hereinafter called "**SERVICE PROVIDER**";

WHEREAS, **JHMC** invited Bids for certain goods and services, particularly the procurement of Printer Rental Services;

WHEREAS, the **SERVICE PROVIDER** submitted a responsive bid and was awarded the contract for printer rental services in the total amount of **Seven Hundred Forty-Five Thousand Two Hundred Pesos (PhP745,200.00)**, hereinafter referred to as the "**Contract Price**".

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz*:
 - a. Request for Quotation;
 - b. Schedule of Requirement/Scope of Services/Purchase Request;
 - c. Technical Specifications;
 - d. Supplemental Bid Bulletins, if any; and
 - e. Other contract documents that may be required by existing laws and/or **JHMC**.
 - f. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

- g. Performance Security;
- h. Notice of Award of Contract; and the Bidder's Conformance thereto; and
- i. Other contract documents that may be required by existing laws and/or **JHMC**, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **Seven Hundred Forty-Five Thousand Two Hundred Pesos (PhP745,200.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the **SERVICE PROVIDER** agrees to deliver and perform the items and related services for the Printer Rental Services described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
4. **JHMC** agrees to pay the above-mentioned sum to the **SERVICE PROVIDER** in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).
6. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398;
 - a. The **SERVICE PROVIDER** shall pay taxes in full and on time, failure to do so will entitle **JHMC** to suspend payment.
 - b. The **SERVICE PROVIDER** is likewise required to submit, prior to the execution of the Agreement, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of her income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
7. **Employment Relations.** There shall be no employer-employee relationship between **JHMC** and the **SERVICE PROVIDER**.

The **SERVICE PROVIDER** represents and acknowledges that the Services being engaged and offered to **JHMC** are strictly for and in relation to the specified Project of **JHMC**.

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

ROSELEN ASUERO

DARWIN M. T. REANDI
ICT Manager, JHMC

INKMECHANICS INK REFILLING STATION

MELECIOS M. ASUERO
Sole Proprietor

JOHN HAY MANAGEMENT CORPORATION

MAYVITT T. SINGH REANDI
President and CEO

For **JHMC**
Head of the Procuring Entity

For **SERVICE PROVIDER**
Duly authorized to sign the Contract,
for and behalf of **INKMECHANICS**
INK REFILLING STATION.:

MANJIT T. SINGH REAND
President and CEO

Date: _____

MELCIO M. ASUERO
Sole Proprietor

Date: _____

Signed in the presence of:

DARWIN C. PEREZ
ICT Manager, JHMC

ROSELEN ASUERO

Certified Availability of Funds:

CAF No.: CAF2U - 01-001
BUR No.: 02 - 2024 - 01 - 03

JOSEPHINE Q. TECAN
Accountant, JHMC

ACKNOWLEDGEMENT

Republic of the Philippines)
Baguio City) ss.

BEFORE ME, a Notary Public in and for **BAGUIO CITY**, personally appeared the following persons:

Name	Identification Document	Issued/Expiration Date
Manjit T. Singh Reandi	Driver's License No. A07-07-000863	Baguio City
Melecio M. Asuero	UMID No. CRN-0111- 0159105-1	Baguio City

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free act and the entity they represent.

This contract, consisting of four (4) pages including this where the acknowledgment is stated, relates to the Contract of the Printer Rental Services between John Hay Management Corporation and Inkmechanics Ink Refilling Station. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on Jan 30 2025 in Baguio City, Philippines.

Doc. No. 10

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Book No. V

Series of 2026.

Atty. EDWARD DANIEL E. CRUZ

NA-46-NC-26-R

For and in the City of Baguio, Philippines

Roll of Attorney's No. 83561

IBP No. INV 562859; 12/04/2025; Baguio City

PTR No. 8476265; 12/04/2025; Baguio City

Mobile no.: 0917-114-0618; Email: attyeic06@gmail.com