

**SERVICE AGREEMENT**  
*(for the Provision of Printers with Supplies and Maintenance)*

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**THE PUBLIC IS INFORMED:**

This **Agreement** is executed between:

**JOHN HAY MANAGEMENT CORPORATION (“JHMC”)**, a government-owned or controlled corporation holding office at John Hay Special Economic Zone, Baguio City, represented here by its President and Chief Executive Officer, **ALLAN RAZON GARCIA**, as shown by the attached authority (*Annex “A”*);

-and-

**MELECIO M. ASUERO**, doing business under the name and style of **INKMECHANICS INK REFILLING STATION/INKMECHANICS PRINTER TRADING (“SERVICE PROVIDER”)**, a sole proprietorship, with office address at Room 403 4/F Jose Miguel Building 1, No. 1 Yandoc Street corner Naguilian Road, Kayang Extension, Baguio City.

Both may be referred to individually as “**PARTY**” or collectively as “**PARTIES**”.

**ANTECEDENTS:**

**JHMC** is in need of fifteen (15) units of printer machines and their supplies to be used in its daily operations, document management, distribution, and production. The procurement of Rental Printers from 1 January 2024 to 31 December 2024 is included in the 2023 Annual Procurement Plan (APP) of **JHMC** with an Approved Budget for the Contract of Six Hundred Thousand Pesos (PhP600,000.00) to be pursued through Alternative Method- Small Value Procurement (SVP).

Pursuant to the Annex “H” of the revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, entitled, Consolidated Guidelines for the Alternative Methods of Procurment, **JHMC** invited bids for the rental of fifteen (15) units of printers including provision of supplies and maintenance by posting the Request for Quotation (RFQ) in the PhilGEPS and **JHMC** websites for at least three (3) days, and distributed to suppliers of known qualifications.

In response to said advertisement, **JHMC**- Bids and Awards Committee (BAC) received only one (1) quotation from Ink Mechanics Ink Refilling Station/InkMechanics Printer Trading.

After evaluation and validation of the quotation, the **JHMC**-BAC through its BAC Resolution No. 2023-217 dated 06 December 2023 resolved to recommend to the **JHMC** Board of Directors (BOD) as the Head of the Procuring Entity (HoPE) the award of the contract to the **SERVICE PROVIDER** for having the Single Calculated and Responsive Bid in the amount of Five Hundred Ninety Seven Thousand Six Hundred Pesos (PhP597,600.00).

The **JHMC**-BOD approved the award of the goods and ancilliary services to the **SERVICE PROVIDER** by virtue of Board Resolution No. 2023-1215-246 dated 15 December 2023.

ROSELEN ASUERO

MELECIO M. ASUERO

ALLAN R. GARCIA

DARWIN C. PEREZ

Thereafter, JHMC-BOD approved the authority of the PCEO to sign the Service Agreement on behalf of JHMC.

ACCORDINGLY, the **PARTIES** agree on the following terms and conditions:

1. **SCOPE OF SERVICES.** The **SERVICE PROVIDER** shall provide **JHMC** with the following equipment, supplies, and services:

Quantity	Item Description
Three (3) Units	<p><b>A3 Printer</b></p> <ul style="list-style-type: none"> <li>- All- in-One Printer w/ ADF SCAN, COPY, PRINT, WIFI, ETHERNET</li> <li>-A3 size</li> </ul> <p><b>Inclusion:</b></p> <ul style="list-style-type: none"> <li>- Unlimited ink supply and all necessary labor such as the transport, repair and replacement of parts, and cleaning to maintain the equipment in good operating condition.</li> </ul>
Ten (10) Units	<p><b>A4 Printer</b></p> <ul style="list-style-type: none"> <li>- All-in-One Printer w/ ADF SCAN, COPY, PRINT, WIFI, ETHERNET</li> <li>- A4 size</li> </ul> <p><b>Inclusion:</b></p> <ul style="list-style-type: none"> <li>- Unlimited ink supply and all necessary labor such as the transport, repair and replacement of parts, and cleaning to maintain the equipment in good operating condition.</li> </ul>
Two (2) Units	<p><b>DOT Matrix Printer</b></p> <ul style="list-style-type: none"> <li>- Narrow carriage 9-pin SIDM</li> <li>- High 357 CPS print speed at 12CPI</li> <li>- 10,000 power on hour MTBF</li> <li>- USB, Serial and Parallel ports</li> </ul> <p><b>Inclusion:</b></p> <ul style="list-style-type: none"> <li>- Unlimited ribbon supply and all necessary labor such as the transport, repair and replacement of parts, and cleaning to maintain the equipment in good operating condition.</li> </ul>

  
 ROSELEEN ASUERO

  
 MELECIO M. ASUERO

  
 ALLAN R. GARCIA

  
 DARWIN C. PEREZ

2. **TERM.** This Agreement shall be for a period of **one (1) year** to commence on **1 January 2024 until 31 December 2024**.
3. **CONSIDERATION.** **JHMC** hereby agrees to pay the **SERVICE PROVIDER** a fixed monthly service fee in the amount of **Forty Nine Thousand Eight Hundred Pesos (PhP49,800.00), inclusive of VAT**.
4. **OWNERSHIP.** The **SERVICE PROVIDER**'s machines including all their accessories shall remain the property of the **SERVICE PROVIDER** and **JHMC** undertakes not to claim ownership or title thereof. **JHMC** shall not make any alterations on the machines nor sell, dispose of, transfer, rent, pledge or mortgage them.
5. **RESPONSIBILITIES OF THE PARTIES**

**Responsibilities of the SERVICE PROVIDER:**



- a. To provide **JHMC** with unlimited ink/ribbon supply and necessary labor such as the transport, repair and replacement of parts, and cleaning.
- b. Whenever required by **JHMC**, the **SERVICE PROVIDER** shall make the necessary inspections, repairs, adjustments to keep the **SERVICE PROVIDER**'s machine in good working condition, within five (5) calendar days from receipt of written notice from **JHMC**.

The repair and replacement of defective parts of the machines shall be supplied and provided by the **SERVICE PROVIDER** without any extra charge against **JHMC** within five (5) calendar days from receipt of a written notice from **JHMC**.

- c. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
  - i. The **SERVICE PROVIDER** shall pay taxes in full and on time, failure to do so will entitle **JHMC** to suspend rental payment.
  - ii. The **SERVICE PROVIDER** is likewise required to submit, prior to the execution the Agreement, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of his income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

#### Responsibilities of JHMC:

- a. **JHMC** shall take care of the **SERVICE PROVIDER**'s machines with the diligence of a good father of a family and shall not allow any unauthorized persons to operate them. Any damage to the machines due to improper operation by unauthorized persons shall be charged to **JHMC**.
- b. Upon cancellation or termination of this Agreement, **JHMC** shall return the **SERVICE PROVIDER**'s machines and their accessories within five (5) days from receipt of notice from the **SERVICE PROVIDER**.

#### 6. MISCELLANEOUS

- a. **PRE-TERMINATION.** This Agreement may be terminated at any time, in case either **PARTY** violates any of the provisions subject to prior notice to the other **PARTY**. Notice of termination shall be made in writing within ten (10) calendar days prior to the intended date of termination.
- b. **SEPARABILITY CLAUSE.** If any condition or provision of this Agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.
- c. **DISPUTE RESOLUTION.** If any dispute or difference of any kind whatsoever shall arise between the **PARTIES** in connection with the implementation of this Agreement, the **PARTIES** shall make every effort to resolve amicably such dispute or difference by mutual consultation.

  
ROSELEEN ASUERO

  
MELECIO M. ASUERO


  
ALLAN R. GARCIA

  
DARWIN C. PEREZ

Both parties shall exert their best effort to amicably settle any dispute arising out of this Agreement. In case the dispute cannot be settled amicably, of disagreement, the matter shall be submitted to arbitration in the Philippines according to the provision of R.A. No. 9285, or the Alternative Dispute Resolution Act of 2004.

- d. **AMENDMENTS.** Any amendment or modification of any provisions of this Agreement shall be made in writing and approved by both **PARTIES**.
- e. **NON-WAIVER OF RIGHTS.** No failure, omission, or delay of the **PARTIES** in exercising any of its rights, privileges, and remedies hereunder shall operate as a waiver thereof.

No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the **PARTY**'s authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.


- f. **BINDING EFFECT.** This Agreement shall be binding on the **PARTIES** and their respective successors-in-interest.
- g. **GOVERNING LAW.** This Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
- h. **VENUE.** Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the proper courts of Baguio City to the exclusion of other courts of equal jurisdiction. 

**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Agreement to be executed the day and year first above written.

**JOHN HAY MANAGEMENT  
CORPORATION**

By:

  
**ALLAN RAZON GARCIA**  
President and CEO 

  
**MELECIO M. ASUERO**, doing  
business under the name and style of  
**INKMECHANICS INK  
REFILLING STATION/  
INKMECHANICS PRINTER  
TRADING**

Signed in the presence of:

  
**DARWIN C. PEREZ**  
ICT Manager, JHMC

  
**ROSELEN ASUERO**



**Certified Availability of Funds:**

CAF No.: CAF 24-01-002

BUR No.: 02-2024-01-0020

*Asuero*  
ROSELEN ASUERO

*J. Tecan*  
**JOSEPHINE Q. TECAN**  
Accountant, JHMC

**ACKNOWLEDGMENT**

*M. Asuero*  
MELECIO M. ASUERO

Republic of the Philippines)  
Baguio City ) SS.

**BEFORE ME**, a Notary Public in and for JAN 25 2024, personally appeared the following:

Name	Identification Document	Date/Place of Issue
Allan Razon Garcia	Driver's License No. 5-82-036-118	October 17, 2018 Angeles City, Pampanga
Melencio M. Asuero	UMID CRN 0111-0159105-1	Baguio City

*A. Garcia*  
ALLAN R. GARCIA

This Agreement, consisting of five (5) pages including this where the acknowledgment is stated, relates to the Service Agreement for the Provision of Printers with Supplies and Maintenance between John Hay Management Corporation and Melencio M. Asuero, doing business under the name and style of Ink Mechanics Ink Refilling Station/InkMechanics Printer Trading. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

*D. Perez*  
DARWIN C. PEREZ

**SIGNED AND SEALED** on JAN 25 2024 in Baguio City, Philippines.



Doc. no. 554  
Page no. 72  
Book no. XIV  
Series of 2024.

*R. Wangset*  
Atty. RANJAN KAYL V WANGSET  
Notary Public for and in the City of Baguio  
MA-153/NC-22-R; Valid until 12/31/2024  
Roll No.: 73737; 06/20/2019  
PTR No. 6835582(2024); 01/03/2024; Baguio City  
IBP No. 330146(2024); 12/18/2023  
Rm. 205 & 304 Gamboa Building, 118 Session Rd., Baguio City  
Mobile no.: 0956-974-4522



Certificate Numbers:  
SCP000486Q  
SCUK004591E

## SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc.

~~—BAGUIO CITY~~

I, **TEDDY ESTEBAN F. RIGOROSO**, of legal age, married, with office address in Rigoroso Galindez Rabino Laron & Maristela Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of the John Hay Management Corporation (JHMC), after having been duly sworn in accordance with law, hereby CERTIFY, that during the 287<sup>th</sup> Special Meeting of the JHMC Board of Directors held on 15 December 2023 at The Bell House, Historical Core, Camp John Hay, Baguio City, where a quorum was present, upon motion made and duly seconded, the Board passed and approved the following resolution:

*John Hay Management Corporation  
Board Resolution No. 2023-1215-257*

Resolve, as it is hereby **resolved**, that the **John Hay Management Corporation ("JHMC") Board of Directors** hereby:

- 1) **Approves** the Service Agreement for the Provision of Printers with Supplies and Maintenance; and
- 2) **Authorizes** the JHMC President and Chief Executive Officer, Allan R. Garcia, to sign the Contract and any extensions thereof in accordance with Republic Act No. 9184 for and on behalf of JHMC; and

Resolved, finally, that this Resolution shall take effect immediately on 15 December 2023 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

This certification is being issued subject to the final approval of the Minutes of the 15 December 2023 JHMC Board meeting.

IN WITNESS WHEREOF, I have set my hand this DEC 18 2023 day of \_\_\_\_\_ 2023 in BAGUIO CITY

**ATTY. TEDDY ESTEBAN F. RIGOROSO**  
Corporate Secretary


**SUBSCRIBED AND SWORN TO** before me this DEC 18 2023 day of \_\_\_\_\_ 2023 in BAGUIO CITY affiant exhibiting to me his IBP Identification Card No. 42240.

Doc No.: 399  
Page No.: 80  
Book No.: VIII  
Series of 2023

**GRAY S. TAMBLAC**  
Notary Public for Baguio City  
Notarial Commission No. 157 NC-22-R  
My Commission Expires on December 31, 2024  
Roll No. 63487; 05-08-14; Manila  
MCLE COMPLIANCE No. VII/0010149; 2-15-22  
PTR No. 5953776; 01-03-2023; Baguio City  
IBP P.R. No. 007200; 10-11-22; Baguio Benguet Chapter



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF TRANSPORTATION**  
**LAND TRANSPORTATION OFFICE**  
**PROFESSIONAL DRIVER'S LICENSE**



20100521

**Last Name-First Name- Middle Name**  
**GARCIA, ALLAN RAZON**

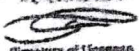
**Nationality** PHL    **Sex** M    **Date of Birth** 1957/09/27    **Height (M)** 1.70    **Weight (KG)** 62

**Address**  
**724 VALENZUELA ST. LOURDES SUR EAST**  
**ANGELES CITY PAMPANGA**

**License No.** NDE-02-056118    **Expiration Date** 12/31/10/27    **Agency Code** 020

**Head Type**    **Hair Color** BLACK

**Restrictions** 1,2,3    **Conditions** NONE

**Signature of Licensee** 

**Officer**  
**CRISTOPHER SALVANTE**  
**Inspector**

*[Large, illegible scribbled signature]*

**IN OTHER COUNTRIES:**  
**I WILL NOT DONATE ANY ORGAN**

**IN CASE OF EMERGENCY NOTIFY:**  
**NAME: ERMAE GARCIA**  
**ADDRESS: LOURDES SUR EAST ANGELES CITY PAMP**  
**TEL. NO.: 09175640943**


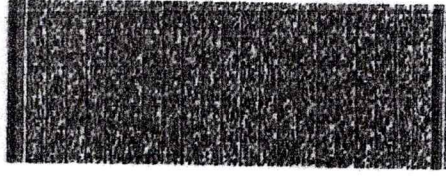
**1. RESTRICTIONS:**

1. MOTORCYCLES/SCOOTER/TWOWHEELER
2. VEHICLE UP TO 4500 KG G.V.W
3. VEHICLE MORE 4500 KG G.V.W
4. AUTOMATIC CLUTCH UP TO 4500 G.V.W
5. AUTOMATIC CLUTCH ABOVE 4500 G.V.W
6. ARTICULATED VEHICLE 4500 KG G.V.W AND BELOW
7. ARTICULATED VEHICLE 4501 KG TO 4500 G.V.W
8. ARTICULATED VEHICLE 4501 & ABOVE G.V.W

**2. CONDITIONS:**

- A. WEAR EYEGLASSES
- B. DRIVE ONLY W/ SPECIAL DEPT FOR STRAIGHT
- C. DRIVE ONLY W/ SPECIAL DEPT FOR STRAIGHT
- D. DRIVE ONLY W/ SPECIAL DEPT
- E. ACCOMPANIED BY A PERSON IN GOOD HEALTH

**Driver Number**  
**072568819**



REPUBLIC OF THE PHILIPPINES  
Unified Multi-Purpose ID



CRN - 0111-0159105-1



ASUERO

MELECIO

MINA

SEX M DATE OF BIRTH 1981/05/26

ADDRESS  
0721 SAN LUIS KM3 ASIN RD  
BAGUIO CITY BENGUET PHL  
2600

*f. m.*  
*f. m.*  
*f. m.*