

## CONTRACT AGREEMENT

This Agreement made and entered this \_\_\_ day of \_\_\_\_\_ 2018 by and between;

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government agency created pursuant to Republic Act No. 7722 with principal address at the Higher Education Development Center (HEDC) Building, C.P. Garcia Ave., UP Diliman, Quezon City, herein represented by its Officer-In-Charge, Office of the Chairperson, **DR. J. PROSPERO E. DE VERA III** and herein after referred to as “the Entity”;

And

The **UBIX CORPORATION**, a corporation duly organized and existing under Philippine laws, with business address at 1331 & 1344 Angono Street, Makati City, herein represented by its Senior Manager, **MS. JOREGLENN S. GOLLOSO**, and hereinafter referred to as “the Supplier”;

### WITNESSETH, That

**WHEREAS**, the Entity advertised the Invitation to Bid (ITB) for the conduct of public bidding for the Procurement of service provider: Lease of Photocopying Machines for CHED Central Office for Twelve (12) Months with an Approved Budget for the Contract amounting to One Million One Hundred Sixty Thousand Pesos (Php 1,160,000.00) whereupon, out of the six (6) prospective bidders/providers who browsed the opportunity, only the Supplier purchased the bidding documents and subsequently submitted their technical and financial proposal to the CHED Bids and Awards Committee (BAC);

**WHEREAS**, the Supplier passed both the eligibility and technical evaluation of the bid proposals and the post qualification evaluation process. As a result thereof, upon the recommendation of the Technical Working Group for Other Goods and Services, the CHED Bids and Awards Committee (BAC) passed BAC Resolution No. 2018-152 dated August 6, 2018, recommending for the approval by the Commission *en Banc* (CEB) to declare the bid of the Supplier as the Lowest Calculated and Responsive Bid (LCRB) and to award the contract in the amount of One Million One Hundred Fifty Nine Thousand Nine Hundred Eighty Seven & 68/100 (Php 1,159,987.68);

**WHEREAS**, the Commission *en Banc* (CEB), through CEB Resolution No.438-218 dated August 7, 2018, approved to declare the bid as the Lowest Calculated and Responsive Bid (LCRB) and to award the contract to “the Supplier” on the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for Twelve (12) Months in the amount of **One Million One Hundred Fifty Nine Thousand Nine Hundred Eighty Seven & 68/100 (Php 1,159,987.68)**, hereinafter called as “the Contract Price”;

**WHEREAS**, the Supplier accepted the Notice of Award No. 2018-08-109 dated August 8, 2018 issued by the Entity;

**NOW THEREFORE**, the conditions of this Agreement are as follows;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The **Bid Form and the Price Schedule** submitted by the Bidder;
  - b) The **Schedule of Requirements**;

- c) The **Technical Specifications**;
- d) The **General Conditions of Contract**;
- e) The **Special Conditions of Contract**;
- f) The **Entity's Notification of Award**; and
- g) The **Performance Security Bond** posted by the Supplier.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. Other conditions of this Agreement are as follows:
  - a. The copying machine shall be maintained in satisfactory condition by the Supplier without cost to the Entity;
  - b. Regular maintenance check-up shall be conducted by the Supplier on all machines twice a month to ensure continuous uninterrupted utilization/operation. Servicing shall be done during regular working hours only;
  - c. Automatic deduction of two percent (2%) spoilage from the monthly billing of copies reproduced;
  - d. Cost of repair and maintenance of the machines shall be for the Supplier's account;
  - e. Consumables and spare parts for the repair and maintenance of units shall be for the Supplier's account;
  - f. Should have one (1) toner reserved for each unit;
  - g. Orientation for all end-users upon delivery, for actual demonstration and familiarization on the features and operation of the machines shall be done by the service provider free of charge;
  - h. The provider shall waive installation cost, security chargers and other additional charges imposed on rental of copying machines;
  - i. One (1) on-call technician to repair defective machines. Response time shall be repaired within four (4) hours from verbal and written notification. Machines that cannot be repaired within twenty four (24) hours shall be replaced with a new unit.

#### 6. Performance Bond

- a. To guarantee the faithful performance by the Supplier of all its obligations hereunder, the Supplier shall submit to CHED a Performance Bond within ten (10) calendar days from the date of receipt of the Notice of Award in any of the forms prescribed in ITB Clause 33.2;
- b. Failure to provide the performance bond in the amount stipulated in ITB Clause 33.2 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security;
- c. The Performance Bond will be released only after the term of the Agreement.

7. Termination

In the event that the Supplier is found to be in default or in violation of any provision of this Contract, the Entity shall immediately give a written notice to the Supplier. If the same can be remedied, the Supplier shall be given five (5) days from the receipt of written notice within which to remedy the same. However, if the default or violation can no longer be remedied, the Entity shall have the right to terminate the contract subject to the provisions of Republic Act 9184 and its 2016 revised Implementing Rules and Regulations.

8. This agreement shall be effective for a period of twelve (12) months starting \_\_\_\_\_, 2018 until \_\_\_\_\_, 2019.

**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, year and place first above written.

**COMMISSION ON HIGHER EDUCATION**



**J. PROSPERO E. DE VERA III**  
Officer-In-Charge, Office of the Chairperson

**UBIX CORPORATION**



**JORE GLENN S. GOLOSO**  
Sr. Manager

SIGNED IN THE PRESENCE OF:

**ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO**  
Officer-In-Charge, Office of the Executive Director IV



**MARCELO M. DELFIN III**  
Customer Engineer

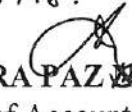


FUNDS AVAILABLE:

**MIRRIAM V. MIRANDA**  
Chief Accountant, AFMS



**MYRA PAZ B. MANALO**  
Chief Accountant, HEDFS



OK# 03 104369 2018 10 01952  
10/2/18

₱ 97,998.77

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
QUEZON CITY) S.S.

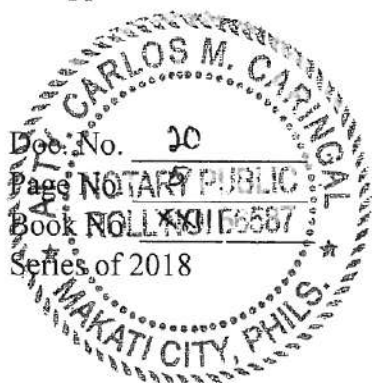
BEFORE ME, a Notary Public, for and in Quezon City, Philippines


NAME	GOVERNMENT VALID ID	PLACE AND DATE ISSUED
J. PROSPERO E. DE VERA III	CHED ID # CO-0394	CHED
JOEGLENN S. GOLLOSO	Driver's License No. 02-05-000501	LTO/13April2018

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntarily act and deed and that of the institutions represented including their instrumental witnesses.

This instrument is for the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for Twelve (12) months consisting of four (4) pages including the page in which the Acknowledgement is written and signed at the corresponding spaces provided therefore by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this \_\_\_ day of 11 OCT 2018 2018 in Quezon City, Philippines.



  
**Atty. Carlos M. Caringal**  
Notary Public for Makati City  
1344 Angono St., Makati City  
Appointment No. M-45  
Until December 31, 2019  
Roll of Attorney No. 56587  
PTR No. 6607706; 1-03-2018; Makati City  
IBP Lifetime Member No. 010282; Bataan