

## CONTRACT AGREEMENT

### KNOWN ALL MEN BY THESE PRESENTS:

This contract agreement entered into and executed this \_\_\_ day of \_\_\_\_\_ 2020 at Quezon City, Philippines by and between;

The **COMMISSION ON HIGHER EDUCATION (CHED)**, with postal address at Higher Education Development Center (HEDC) Building, C.P. Garcia Ave., Diliman, Quezon City, herein represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA** and herein after referred to as the "**CHED**";

-and-

The **QUARTZ BUSINESS PRODUCTS CORPORATION**, with postal address at 1331 & 1344 Angono Street, Makati City, herein represented by its Authorized Representative, **MR. JOVEN P. MADAYAG, JR.**, and hereinafter referred to as the "**SUPPLIER**";

### WITNESSETH, That:

**WHEREAS**, the **CHED**, through the Bids and Awards Committee (BAC) conducted a public bidding on the **procurement of service provider: Lease of Photocopying Machines for CHED Central Office for FY 2020** in Republic Act No. 1984 and its 2016 revised Implementing Rules and Regulations of Republic Act No. 9184, for which certain terms and conditions were laid out in the bidding documents;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) undertook the following bidding processes for the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for FY 2020 such as: (a) advertisement on November 21, 2019; (b) pre-bid conference on December 4, 2019; and (c) opening and evaluation on December 10, 2019;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) during the opening and evaluation of bids on December 10, 2019 declared the eligibility and technical bids submitted by the Quartz Business Products Corporation as having "passed" the eligibility and technical evaluation of documents;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) opened the financial components submitted by Quartz Business Products Corporation submitted their bid in the amount of Seven Hundred Ninety One Thousand Five Hundred Pesos (P791,500.00) and further declared as the Lowest Calculated Bid (LCB) subject to the conduct of post qualification evaluation;

**WHEREAS**, on December 18, 2019, the CHED Bids and Awards Committee (BAC) conducted post qualification evaluation with Quartz Business Products Corporation and was found compliant with the eligibility and technical requirements of the bid as specified in the bidding documents;

**WHEREAS**, based from the foregoing, the CHED Bids and Awards Committee (BAC) upon motion duly seconded resolved to recommend the award of the contract to Quartz Business Products Corporation as the Lowest Calculated and Responsive Bid (LCRB);

**WHEREAS**, the CHED Bids and Awards Committee (BAC) through BAC Resolution No. 2019-331 dated December 23, 2019 recommended for approval by the Commission en Banc (CEB) the award of the contract to Quartz Business Products Corporation in the total amount of Seven Hundred Ninety One Thousand Five Hundred Pesos (P791,500.00) for the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for FY 2020;

**WHEREAS**, on January 07, 2020, the Commission en Banc through CEB Resolution No. 021-2020 approved the award of the contract to Quartz Business Products Corporation amounting to Seven Hundred Ninety One Thousand Five Hundred Pesos (P791,500.00) for the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for FY 2020;

**WHEREAS**, for January and February 2020 the CHED continue to avail the services of the existing provider while the procurement process is still on going, thus, the period and amount of the contract with Quartz Business Products Corporation was adjusted from twelve (12) months in the amount of Seven Hundred Ninety One Thousand Five Hundred Pesos (P791,500.00) to **ten (10) months (March 1, 2020 to December 31, 2020)** in the amount of **Six Hundred Fifty Nine Thousand Five Hundred Eighty Three Pesos and 33/100 (P659,583.33)**;

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

1. The **Supplier** and the **CHED** shall resolve any dispute arising out of, or relating to this contract, which cannot be settled amicably, in the proper court of Quezon City, to the exclusion of all other courts and venues. This contract shall be construed and interpreted in accordance with Philippine Laws.
2. This **Agreement** shall take effect from March 01, 2020 until December 31, 2020 upon completion of the contract duly notarized and shall continue for a period of ten (10) months from the date of effectivity, which may be extended at the option of both parties in accordance with the GPPB Resolution No 03-2006, the amended Guidelines on Contract Extension for General Services, unless sooner terminated by either party as provided under RA 9184, otherwise known as the Government Procurement Reform Act.
3. 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.
4. In consideration of the payments to be made by the CHED to the Supplier as hereinafter mentioned, the Supplier undertakes to provide the goods and services including the provision of on-call technician to repair defective machines. The response time for repair shall be four (4) hours from receipt of verbal or written notice to the Supplier and the duration of repair shall be within twenty-four (24) hours from the time the technician starts the repair. In the case the defective machines are not repaired within twenty-four (24) hours, the Supplier is given another twenty-four (24) hours to replace the defective machine.
  5. The CHED agrees to pay the Supplier in consideration of the goods and services it will provide including the repair of defective machines, the Contract Price indicated in this Agreement.
  6. Other conditions of this Agreement are as follows;
    - a. As to the manufacturer's standard year requirement, the **SUPPLIER** shall only deliver units that should not be more than five (5) years old as of December 2019;
    - b. Orientation for end users shall be provided by the **SUPPLIER;**
    - c. The **SUPPLIER** shall deliver single brand only and shall replace the defective unit with the same brand; and
    - d. In case of failure of one of the parties to deliver its obligations described in this Agreement, the innocent party shall have the right to indemnity and/or rescind the contract in accordance with the rules provided under RA 9184, otherwise known as the Government Procurement Reform Act.
  7. Any revision, modification or variation on any of the terms and conditions agreed upon in this contract to be binding, shall be reduced into writing and approved by both parties.

**IN WITNESS** whereof the parties hereto have caused this Contract 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**

**QUARTZ BUSINESS PRODUCTS  
CORPORATION**

By:



**J. PROSPERO E. DE VERA III, DPA**  
Chairman

By:



**JOVEN P. MADAYAG JR.**  
Authorized Representative

**Signed in the Presence of:**

**ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO**  
Executive Director IV



*Sheryl de Guzman*  
Product Sales Manager

**Certified Funds Available:**

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



RRF 2020-02-00749, ₱ 159,583.88

**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
<b>J. PROSPERO E. DE VERA III</b>	CHED ID # CO-0394	CHED
<b>JOVEN P. MADAYAG, JR.</b>		

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 document refers to the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for FY 2020 consisting of five (5) 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 FEB 28 2020 day of 2020 in Quezon City, Philippines.

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Page No. 37  
Book No. 56  
Series of 2020

*Concepcion P. Villarena*  
ATTY. CONCEPCION P. VILLARENA  
Notary Public for Quezon City  
Until December 31, 2021  
PTR No. 9296041 – 1-2-2020/ QC  
IBP No. 093586 – 10-22-2019/ QC  
Roll No. 30457 – 05-09-80  
MCLE V-0012536 – 12-21-2015  
Adm. Matter No. NP-001(2020-2021)  
TIN NO. 131-942-754