

**CONTRACT FOR PROCUREMENT OF LEASE OF
PHOTOCOPIERS WITH CONSUMABLES
AS SPECIFIED UNDER
PURCHASE REQUESTS NO. 024-01-2024**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 26th day of April 2024 by and between:

THE PUBLIC ATTORNEY'S OFFICE, a government agency attached to the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at 5/F DOJ Agencies Building, NIA Road cor. East Avenue, Diliman, Quezon City, Metro Manila, represented in this instance by its Deputy Chief Public Attorney and Authorized Representative, **ATTY. ANA LISA M. SORIANO**, herein referred to as the "**BUYER**",

- and -

QUARTZ BUSINESS PRODUCTS CORPORATION (QUARTZ) a business name duly registered under the laws of the Republic of the Philippines, with office address at 15th Capital House 9th Avenue corner 34th Street, Bonifacio Global City, Fort Bonifacio, Taguig City, represented in this instance by its Authorized Representative, **MR. REIMAR L. FORTUNA**, hereinafter referred to as the "**SELLER**".

WITNESSETH:

WHEREAS, the **SELLER**, is duly licensed and engaged in the business of selling and leasing photocopiers and its related accessories, among others, in the Philippines;

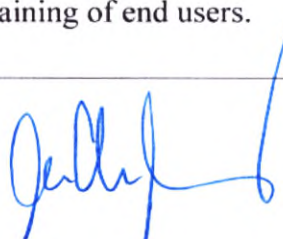
WHEREAS, the **BUYER**, is in need of the following items, as described in Purchase Request No. 024-01-2024 and Technical Specifications in the Bidding Documents as follows:



No.	Scope of work / Schedule of Requirements	Schedule delivery
1 Lot	<p>1. Lease of Thirty-Seven (37) Photocopiers from May 02, 2024 to December 31, 2024.</p> <p>2. Winning bidder shall deliver the photocopiers at PAO Central Office.</p> <p>3. The bid price rental submitted by the winning bidder shall not be increased during the duration of the contract.</p> <p>FREE TONERS</p> <ul style="list-style-type: none"> ● Thirty-Seven (37) pieces of full toners separate from installed in the units, which are BRAND NEW, ORIGINAL, and NOT RECYCLED shall be given to PAO with no additional costs. (7,000 pages per toner) 	<p>Thirty (30) Calendar days upon receipt of Notice to Proceed or before start of contract duration, whichever is earlier.</p>

TECHNICAL SPECIFICATIONS

- Brand new **photocopiers.**
- Copy and Print speed: At least 30 copies per minute
- Unit includes starter toner separate from free toners
- Succeeding (Original or compatible) toners shall be bought by PAO in accordance with Republic Act No. 9184 and its revised implementing rules and regulations
- Original Paper Size: Minimum of A6 up to Legal size
- Paper Capacity: 250 to 300 sheets and 100 sheets multi-purpose tray/ additional cassette trays
- Print resolution :
600x600dpi to 1200x1200dpi
- Standard USB 2.0 connection
- Contract period: May 2, 2024 to December 31, 2024
- Bidder must issue a certification that it has **authorized** branches or regional service centers in Luzon, Visayas and Mindanao.
- Offers free installation of units and training of end users.





- Bidder shall pull out their photocopiers deployed to different PAO offices through their nearest branches or service centers at the end of the contract.
- Bidder shall provide a certificate that the units are brand new, unused, and have zero meter reading.
- Warranty: Free replacement of spare parts and services during the duration of the contract
- Two (2) on-call technicians to repair defective machines. Response time shall be within five (5) hours from verbal or written notification
- Machines that cannot be repaired within forty-eight (48) hours shall be replaced with a new unit.
- Replacement of defective parts, provided the machine is still functional, shall be made within forty-eight (48) hours from response, except justifiable cause
- Toners can be replaced by the end user without technician intervention, if necessary.

WHEREAS, the **PAO-BIDS AND AWARDS COMMITTEE (PBAC)** in its resolution dated **11 April 2024** resolved to recommend to the Head of the Procuring Entity that the award for this contract be granted to the SELLER as the lowest calculated and responsive bid and after passing the post-qualification;

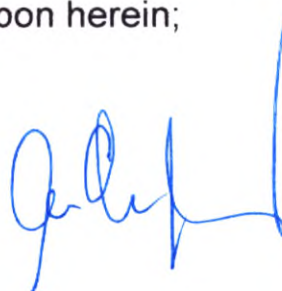
WHEREAS, the Head of the Procuring Entity approved the said recommendation of the PBAC;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and agreements, the parties hereto hereby agree to the following terms and conditions:

1. That the **SELLER** agrees to deliver the subject procurement described above, to the **BUYER** on or before 02 May 2024, as indicated in the Bid Document Delivery Schedule;
2. That the **BUYER** after complete delivery of the aforesaid quantity and quality of the items as described above, shall pay the SELLER the amount of **NINETY-ONE THOUSAND THREE HUNDRED FIFTY-NINE PESOS AND TWENTY CENTAVOS (Php 91,359.20) monthly for May to December 2024.**



3. That the **SELLER** shall guarantee the quality of equipment, as described above delivered for the **BUYER**. When the **BUYER**, before and/or after delivery, finds the quality is not satisfactory, the **BUYER** shall have the right to demand to the **SELLER** replacement of the affected items at no cost to the latter;
4. That a damaged item delivered shall be for the account of the **SELLER** and the **BUYER** has no obligation to accept the same;
5. That it is agreed that the delivery of the aforesaid items, shall be during office hours at the above-mentioned office address of the **BUYER**;
6. That the **BUYER** shall pay any due bill within a period of thirty (30) days from dated receipt or the billing statement from the **SELLER**;
7. In case of breach of this Contract by the **SELLER** or undue delay due to the fault of the latter, the **BUYER** shall be entitled to payment of liquidated damages from the **SELLER** in the amount of one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion for every day of delay, payable to the National Treasury. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **BUYER** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
8. This Contract is subject to the existing provisions of R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances. All required contract provisions therein are, therefore, hereby adopted and deemed incorporated in this Memorandum of Agreement. If any provision in this Memorandum of Agreement is inconsistent with R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances, the latter shall prevail.
9. This Contract shall take effect this immediately after **SELLER's** receipt of the Notice to Proceed from the **BUYER** and shall expire upon the fulfillment of the terms agreed upon herein;



IN WITNESS WHEREOF, the parties have herewith signed this Agreement in Quezon City, Metro Manila, this 26th day of April 2024

PUBLIC ATTORNEY'S OFFICE

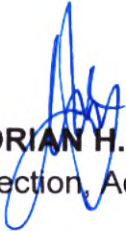
QUARTZ BUSINESS PRODUCTS CORPORATION BY:

BY:


ATTY. ANA LISA M. SORAINO
Deputy Chief Public Attorney


MR. REIMAR L. FORTUNA
Authorized Representative

SIGNED IN THE PRESENCE OF:


MR. ANDRIAN H. MARASIGAN
Supply Section, Administrative Service


MS. CARMELA L. FLORENDO
Supply Section, Administrative Service

ACKNOWLEDGMENT

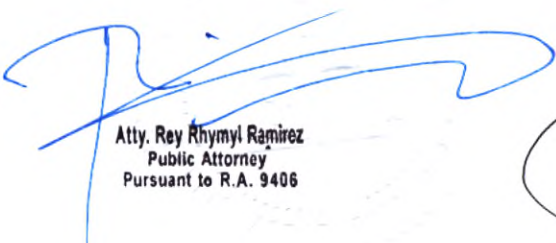
Republic of the Philippines)
Quezon City) S.c.

BEFORE ME, for and in Quezon City, personally appeared:

ATTY. ANA LISA M. SORIANO PAO I.D. No. 00047-2013
Issued at: Quezon City
Issued on: February 22, 2016

MR. REIMAR L. FORTUNA ID No. N01-11-027456
Issued at:
Issued on: June 15, 2023

who personally acknowledge to me that this Contract for Supply of Paper consisting of five (5) pages, including this page on which the Acknowledgment was written was voluntarily signed by them without any force, or duress and that this document represents their true and complete agreement therein.


Atty. Rey Rhymyl Ramirez
Public Attorney
Pursuant to R.A. 9406

