

**CONTRACT FOR LOT 01 OF INFORMATION AND
COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT
UNDER
PURCHASE REQUEST NO. 656-11-2020**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 22nd December 2020 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. SILVESTRE A. MOSING**, herein referred to as the "**BUYER**",

- and -

QUARTZ BUSINESS PRODUCTS CORPORATION a business name duly registered under the laws of the Republic of the Philippines, with office address at 15th floor, Capital House Building, 9th avenue, corner 34th Street, Bonifacio Global City, Taguig 1634, represented in this instance by its Authorized Representative, **RANNEL A. VERDEFLO**R, hereinafter referred to as the "**SELLER**".

WITNESSETH:

WHEREAS, the **SELLER**, is duly licensed and engaged in the business of selling and information communication technology (ICT) equipment, among others, in the Philippines;

WHEREAS, the **BUYER**, is in need of the following ICT equipment, as described in Purchase Request No. 656-11-2020 and Technical Specifications in the Bidding Documents as follows:

ITEM	NO. OF UNITS	MINIMUM SPECIFICATIONS
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Handwritten signatures in blue ink on the left margin:
Rannel A. Verdeflor
Jan Steven P. Sumaran

<p>Desktop computers (Php 5,152,515.00)</p>	<p>95</p>	<p>Processor Intel® Core™ i7-8700 Processor, 3.2GHz (12M Cache, up to 4.6 GHz) or higher</p> <p>Memory DDR4 2666MHz 4G or higher</p> <p>Storage 512gb 7200 rpm SATA/SSD or higher</p> <p>Optical Drive DVD RW (Optional)</p> <p>Ports "Front: 1x Headphone, 1x Microphone, 2x USB2.0, 2x USB 3.1 Gen 1 Rear: 1x RJ45 LAN, 1x HDMI, 1x VGA(D-Sub)-Out 1x DVI-D, 1x 7.1 Channel Audio OR HD Audio (3 ports), 2x PS2, 1x Kensington lock OR 1x Padlock, 2x USB2.0, 2x USB 3.1 Gen 1, 1x RS232 (COM Port)" OR Backward Compatibility Adaptor</p> <p>Accessories USB wired keyboard; USB wired optical mouse with mouse pad; Power Cord; Camera(HD)</p> <p>Display 20" Display Bundled Monitor or higher</p> <p>Operating system License MS Windows 10 Professional 64bit</p> <p>Warranty 3 years -Parts and service -Labor -On site</p>
<p>UPS Desktop (Php 248,330.00)</p>	<p>95</p>	<p>Output Power Capacity 325 Watts/650VA</p> <p>Output Frequency 50/60 Hz +/-1 Hz</p> <p>Output Connections 2 Universal Receptacle</p> <p>Nominal Input Voltage</p>

Jan Atienza d. Amman P.

		<p>230V</p> <p>Maximum Input Current 5A</p> <p>Battery Type Maintenance-free sealed Lead-Acid battery with suspended electrolyte leak proof</p> <p>Recharging Time 4 Hours or less</p> <p>Warranty 1 Year Warranty (Return to Dealer - Unit Exchange)</p>
<p>Camera for DTR capturing (Php 377,349.00)</p>	357	<p>Resolution Full HD 1080P, 1920*1080 Pixels</p> <p>Lens Type Full HD Glass Lens</p> <p>Focus Type Fixed Focus</p> <p>Focus Range 60cm and Beyond</p> <p>Built-in Mic Single Digital Mic.</p> <p>Output Format MJPEG</p> <p>Frame Rate 30fps</p> <p>USB USB 2.0 or Higher</p> <p>Compatible OS Windows 7 / 8 / 8.1 / 10, Mac OS, Linux OS, Android V6.0</p> <p>Warranty 1 year -Parts and service -Labor</p>
<p>Fingerprint Scanner(USB Type) (Php 1,541,883.00)</p>	357	<p>Connection USB 2.0 or Higher</p> <p>Supported OS Microsoft Windows (32-bit and 64-bit), Linux (32-bit and 64-bit), Android</p>

Jan Steven A. Summan
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		<p>Resolution 512 ppi</p> <p>Image capture area (Platen size) 15 x 18 mm (0.6" x 0.7")</p> <p>Sensor type Optical</p> <p>Illumination Blue LEDs</p> <p>Warranty 1 year -Parts and service -Labor</p>
Office Productivity (Php 5, 682.00)	95	Office 2019 Home and Student Edition including installation, set-up and configuration
External Harddrive 4TB (Php 8,205.00)	1	<p>Capacity 4 TB</p> <p>Interface USB 3.0</p> <p>Features automatic backup</p> <p>Hard Drive Type External hard drive</p> <p>External Drive Type Portable</p> <p>OS Required Apple Mac OS X 10.6 or later, Microsoft Windows Vista / 7 / 8 or later</p> <p>Warranty 1 year -Parts -Labor</p>

WHEREAS, the **PAO-BIDS AND AWARDS COMMITTEE (PBAC)** in its resolution dated 18 December 2020 resolved to recommend to the Head of the Procuring Entity that the award for this contract be granted to the SELLER as the single calculated and responsive bid and after passing the post-qualification;

Jean / Marissa P. Duran

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 ICT Equipment described above, to the **BUYER** within 15 days from receipt of Notice to Proceed;
2. That the **BUYER** after the complete delivery of the aforesaid quantity and quality of the ICT equipment , as described above, shall pay the **SELLER** the amount of **Seven Million, Eight Hundred Sixty Eight Thousand, Seventy-Two Pesos (7,868,072.00)**.
3. That the **SELLER** shall guarantee the quality of ICT 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 Photocopiers with Consumables, 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 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.

Jan / Moran J. Duran

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 22nd December 2020

PUBLIC ATTORNEY'S OFFICE

BY:

Jan Steven S. Dunuan
ATTY. JAN STEVEN S. DUNUAN
Regional Public Attorney
For: ATTY. SILVESTRE A. MOSING
Deputy Chief Public Attorney

QUARTZ BUSINESS PRODUCTS CORPORATION

BY:

Rannel A. Verdeflor
MR. RANNEL A. VERDEFLO
Authorized Representative

SIGNED IN THE PRESENCE OF:

Marilyn S. Boongaling
MS. MARILYN S. BOONGALING
Director II
Assistant Head, Administrative Service

Carmela L. Florendo
MS. CARMELA L. FLORENDO
Officer-In-Charge
Supply Section, Administrative Service

ACKNOWLEDGMENT

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

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

ATTY. SILVESTRE A. MOSING PAO I.D. No. 2240-07
Issued at: Quezon City
Issued on: January 18, 2007

MR. RANNEL A. VERDEFLO PHILHEALTH I.D
Issued at: Quezon City
01-050328409

who personally acknowledge to me that this Contract for Lease of Photocopiers with Consumables, as described above, consisting of seven (7) 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. DIANA GRACE J. MARIANO
Public Attorney I
Pursuant to R.A. 9406


Jean Peterson P. Luman

