

**CONTRACT FOR LEASE OF PHOTOCOPIER WITH
CONSUMABLES
AS DESCRIBED IN
PURCHASE REQUEST NO. 450-09-2020**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 19 November 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 "**LESSEE**",

- 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. Verdeflor**, hereinafter referred to as the "**LESSOR**".

WITNESSETH:

WHEREAS, the **LESSOR**, is duly licensed and engaged in the business of selling and leasing photocopiers among others, in the Philippines;

WHEREAS, the **LESSEE**, is in need of the following photocopier for lease with consumables, as described in Purchase Request No. 450-09-2020 and Technical Specifications in the Bidding Documents as follows:



“Lease of Thirty (30) Photocopiers at a rate of P18,583.33 each per month for two (2) months from the date of the contract, and to be delivered by the winning bidder at the PAO Central Office.

The bid price rental submitted by the winning bidder shall not be increased during the duration of the contract.

FREE TONERS

Thirty (30) pieces of Toners which are Original, and NOT RECYCLED OR STARTER KITS, shall be given to PAO with no additional costs

Brand new multi copier units.

Copy and Print speed: 18-44 copies per minute

Unit includes starter toner

Succeeding toners shall be on the expense of the PAO

Original Paper Size: Minimum of A6 up to legal size

Paper Capacity: 250 to 300 sheets and 100 sheets multi-purpose tray

Print resolution : 1200x1200dpi

Standard USB 2.0 connection

Contract term : 2 months

Supplier must have branches or regional service centers nationwide. Offers free installation of unit and training of end users.

Supplier shall provide a certificate that the units are brand new, unused, and have zero meter reading.

Warranty: One year free replacement of spare parts and services excluding consumables.

Two (2) on-call technician 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 05 November 2020 resolved to recommend to the Head of the Procuring Entity that the award for this contract be granted to the LESSOR 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 **LESSOR** agrees to deliver the photocopying machines described above, to the **LESSEE** for lease along with the specified consumables;
2. That the **LESSOR** shall guarantee the quality of Photocopiers with consumables, as described above delivered for the **LESSEE**. When the **LESSEE**, before and/or after delivery, finds the quality is not satisfactory, the **LESSEE** shall have the right to demand replacement of the affected items at no cost to the latter;
3. That a damaged item delivered shall be for the account of the **LESSOR** and the **LESSEE** has no obligation to accept the same;
4. 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 **LESSEE**;

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5. That the **LESSEE** shall pay any due bill in the amount not exceeding Nine Hundred Seventy Five Thousand Pesos (Php 975,000.00) within a period of thirty (30) days from dated receipt or the billing statement from the **LESSOR**;

6. In case of breach of this Contract by the **LESSOR** or undue delay due to the fault of the latter, the **LESSEE** shall be entitled to payment of liquidated damages from the **LESSOR** 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 **LESSEE** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

7. 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.

8. This Contract shall take effect this immediately after **LESSOR**'s receipt of the Notice to Proceed from the **LESSEE** 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 19 November 2020

PUBLIC ATTORNEY'S OFFICE

BY: 

ATTY. SILVESTRE A. MOSING
Deputy Chief Public Attorney


QUARTZ BUSINESS PRODUCTS CORPORATION

BY: 

MR. RANNEL A. VERDEFLO
Authorized Representative



SIGNED IN THE PRESENCE OF:


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


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. VERDEFLORES 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 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. DISCORO A. BASAÑEZ
Public Attorney I
(Pursuant to R.A. 9406)

