

# CONTRACT AGREEMENT

(CA No. 2018-25)

## KNOWN ALL MEN BY THESE PRESENT:

This Contract is executed and entered into for all intents and in all respects at Quezon City, Philippines on this \_\_\_\_\_ day of **NOV 20 2018** 2018, by and between:

**THE OFFICE OF THE OMBUDSMAN**, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **HON. MELCHOR ARTHUR H. CARANDANG**, Overall Deputy Ombudsman, hereinafter referred to as "the ENTITY":

- AND -

**QUARTZ BUSINESS PRODUCTS CORPORATION**, with business address at 910 Cityland 10 Tower 1, Ayala Avenue, Makati City Metro Manila, represented by **MR. RAYMUND QUINTONG**, Account Manager, hereinafter referred to as "the SUPPLIER".

## WITNESSETH

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Various Information Technology (IT) Equipment and Peripherals for the Office of the Ombudsman for Lot 3 (Various Printers)** (PB 2018-06) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of One Million Ninety Five Thousand Four Hundred Twenty Five Pesos (**₱1,095,425.00**) (hereinafter called "the Contract Price"), to wit:

Quantity	Item Description	Total Amount in Figures	Total Amount in Words
One (1) Lot	<b>Lot 3 – Various Printers</b> (a) 41 units- Mono Laser Printer (b) 7 units- Color Laser Printer (c) 6 units- Network Mono Laser Printer (Heavy Duty) (d) 2 units- Multifunction Printer with Handset	<b>₱1,095,425.00</b>	One Million Ninety Five Thousand Four Hundred Twenty Five Pesos

## NOW THIS AGREEMENT WITNESSETH 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.

*M*  
*RA*  
*R*

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Financial Proposals (Annex "A");
- (b) the Technical Proposals and Omnibus Sworn Statement with Secretary's Certificate (Annex "B" and "B-1");
- (c) the Schedule of Requirements (Annex "C");
- (d) the Technical Specifications (Annex "D");
- (e) the General Conditions of Contract (Annex "E");
- (f) the Special Conditions of Contract (Annex "F");
- (g) the Entity's Notice of Award (Annex "G"); and
- (h) the Performance Security (Annex "H")

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.

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 and year first above written.

**OFFICE OF THE OMBUDSMAN**

**QUARTZ BUSINESS PRODUCTS CORPORATION**


  
**MELCHOR ARTHUR H. CARANDANG**  
Overall Deputy Ombudsman

  
**RAYMUND QUINTONG**  
Account Manager

WITNESSES:

  
**ISAGANI L. OSIO**

(Witness-Ombudsman)  
Signature over printed name

  
**Deandra Tan**  
(Witness-Supplier)  
Signature over printed name

*D-1*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of CITY OF MAKATI) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this NOV 20 2018 day of \_\_\_\_\_, personally appeared **Melchor Arthur H. Carandang**, with \_\_\_\_\_ No. \_\_\_\_\_, issued on \_\_\_\_\_, at Quezon City and **Raymund Quintong**, with \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of three (3) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Doc. No. 495 ;  
Page No. 96 ;  
Book No. 373 ;  
Series of 20 18.

**NELSON Y. NG**  
Notary Public  
COMMISSION NO. 40 UNTIL 12/31/2018  
PTR NO. 6307605-1/3/2018  
IBP NO 050828- 9/5/2018  
ATTORNEY'S ROLL NO 28269  
CITYLAND ID. H.V. DELACOSTA MAKATI  
MCLE NO V-5829-1/22/2015

*K RA M*