

**CONTRACT AGREEMENT**  
(CA No. 2022-1-01)

**KNOWN ALL MEN BY THESE PRESENT:**

THIS AGREEMENT made this \_\_\_\_\_ between:

**OFFICE OF THE OMBUDSMAN**, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **Hon. SAMUEL R. MARTIRES**, Ombudsman, hereinafter referred to as "the ENTITY:"

-AND-

**QUARTZ BUSINESS PRODUCTS CORPORATION**, with business address at 15<sup>th</sup> Floor Capitol House Building, Bonifacio Global City, 1634 Taguig City, represented by Ms. **JERVIN F. PUSO**, Authorized Representative, hereinafter referred to as "the SUPPLIER."

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PB 2022-1-01: Public Bidding for the Supply and Delivery of HP CF226A (HP26A) Toner Cartridges for the Office of the Ombudsman** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **NINE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED SIXTY-FIVE PESOS (P986,265.00)** (hereinafter called "the Contract Price"), to wit:

Item Description	Qty.	Total Amount in Figures	Total Amount in Words
One (1) Lot: Supply and Delivery of HP CF226A (HP26A) Toner Cartridges for the Office of the Ombudsman	155	<b>P986,265.00</b> <i>(Note: This amount inclusive of all applicable government taxes and charges. Also, this is based on the total calculated bid price, as evaluated and corrected for computational errors pursuant to 32.2.3 and 32.2.4 of the 2016 IRR, RA 9184)</i>	Nine Hundred Eighty-Six Thousand Two Hundred Sixty-Five Pesos

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

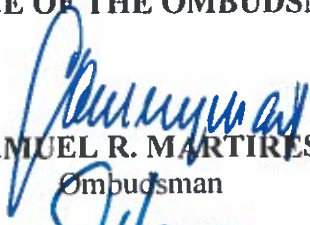
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any.
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of **NINE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED SIXTY-FIVE PESOS (P986,265.00)** or such other sums as may be ascertained, **QUARTZ BUSINESS PRODUCTS CORPORATION** agrees to **Supply and Delivery of HP CF226A (HP26A) Toner Cartridges for the Office of the Ombudsman** in accordance with its Bid.
- 4. The **OFFICE OF THE OMBUDSMAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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**

  
**SAMUEL R. MARTIRES**  
Ombudsman

  
**JERVIN F. PUSO**  
Authorized Representative

  
**KING ROGELIO E. BAYANI JR.**  
Administrative Officer  
(Supply Officer)

WITNESSES:

  
**RANIEL A. VERDORFLON**  
(Witness-Supplier)

Signature over Printed Name

Signature over Printed Name

**ACKNOWLEDGMENT**

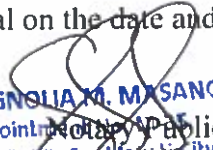
REPUBLIC OF THE PHILIPPINES)  
City of MAKATI CI) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this \_\_\_\_\_ day of JUN 13 2022, personally appeared **Samuel R. Martires**, with Ombudsman ID No. T80062, issued on 15 October 2018 at Quezon City and **Jervin F. Puso**, with \_\_\_\_\_ No. \_\_\_\_\_ issued on JUN 13 2022 at MAKATI CITY, known to me and to me known to be the same persons who executed the foregoing statement which they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of two (2) 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. 491 ;  
Page No. 00 ;  
Book No. 69 ;  
Series of 2022.

  
**ATTY. MAGNOLIA M. MASANGCAY**  
Appointed Notary Public  
Notary Public for Makati City  
Until June 30, 2022  
Suite 1015/ 10<sup>th</sup> Cityland 10 Tower 1  
H.V Dela Costa St, Ayala Ave. Makati City  
Roll No. 69481  
PTR No. 8853709; 01-04-22; Makati City  
IBP No. 183298; 01-05-22; Batangas Chapter  
MCLE Compliance No. VI-0810450  
Valid until April 14, 2023