

## CONTRACT AGREEMENT

"This Agreement made and entered into by and between the following:

**PHILIPPINE ECONOMIC ZONE AUTHORITY**, a government agency by virtue of the laws of the Philippines, with principal office located at 10F Double Dragon West Center Building, DD Meridian Park, Macapagal Ave. Pasay City, herein represented by its Director General, **BGEN. CHARITO B. PLAZA MNSA, PhD**, and hereinafter referred to as the "**PROCURING ENTITY**",

-and-

**QUARTZ BUSINESS PRODUCTS CORPORATION**, with address at 15th Floor Capital House Building 9th Avenue corner 34th Street Bonifacio Global City, Taguig City, herein represented by its Managing Director, **Deandra G. Tan**, and hereinafter referred to as the "**SUPPLIER**".

Collectively "**the Parties**"

### WITNESSETH:

**WHEREAS**, upon invitation of the **PROCURING ENTITY**, the **SUPPLIER** submitted a Bid for certain goods and ancillary services, particularly for the **Procurement of Desktops and Laptops For PEZA Head Office, Special Economic Zones, and JPCO's (PEZA-HO-2022-08)**, for which the same has been accepted by the **PROCURING ENTITY** for the supply of these goods and services in the sum of **Eight Million One Hundred Eighty-Nine Thousand Six Hundred Seventeen Pesos (Php8,189,617.00) only**, inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

**WHEREAS**, the Notice of Award was issued to the **SUPPLIER** last June 02, 2022 and the **SUPPLIER** posted its Performance Bond on June 09, 2022;

**NOW THEREFORE**, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following terms and conditions:"

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. Technical Specifications/Terms of Reference;
    - ii. Schedule of Requirements;
    - 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;

DTS 1316 - 2022 - 00097

- 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 **Eight Million One Hundred Eighty-Nine Thousand Six Hundred Seventeen Pesos (Php8,189,617.00)** the SUPPLIER agrees to supply **Desktops and Laptops** in accordance with his/her/its Bid and this Agreement.
  4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of **Desktops and Laptops**, the above-mentioned sum at the time and in the manner prescribe under this Agreement in accordance with the terms of the Bidding.
  5. The SUPPLIER agrees to remedy any defective or malfunctioning Desktops and Laptops, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Agreement.
  6. The Parties shall make every effort to resolve amicable and by mutual consultation any and all disputes or difference arising between the parties in connection with the implementation of this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.
  7. In case of court suit, the venue shall be the court of competent jurisdiction in Pasay City to the exclusion of other courts.
  8. **Duration of Contract** – This contract shall take effect upon complete delivery of items and end after three (3) years, unless terminated earlier by the parties, under conditions provided for under the bidding documents or law.
  9. **Payment of Taxes** – Any taxes that may arise out of the execution of the contract shall be for the account of the supplier.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this \_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_.

  
BGen. Charito B. Plaza MNSA, PhD

Director General 

for:

 Philippine Economic Zone Authority

  
Deandra G. Tan

Managing Director

for:

Quartz Business Product Corporation

**Acknowledgment**

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

Before me a Notary Public for and in MAKATI CITY, Philippines this JUN 21 2022, personally appeared:

Name	Government Issued ID No.	ID Type
CHARITO B. PLAZA	PEZA ID No. 01000505	Gov't Employment ID
Deandra G. Tan	N01-03-000846	Driver's License

Both known to me to be the same persons who executed the foregoing instruments and who acknowledge to me that the same are their free and voluntary acts and deeds and of the offices that they represent.

I further certify that this CONTRACT AGREEMENT consists of \_ pages including the general and special conditions of the contract as well as the page which is acknowledge in written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS MY HAND SEAL on the date and place first above-written.

Doc. No. 275 ;  
Page No. 56 ;  
Book No. 75 ;  
Series of 7022 :

**ATTY. MAGNOLIA M. MASANGCAY**  
 Appointment No. M-35  
 Notary Public for Makati City  
 Until June 30, 2022  
 Suite 1015/10 Cityland 10 Tower 1  
 H.V Dela Costa St, Ayala Ave. Makati City  
 Reel No. 69481  
 PTR No. 8853709; 01-04-22; Makati City  
 IBP No. 183209; 01-03-22; Batangas Chapter  
 MCLE Compliance No. VI-0010450  
 Valid until April 14, 2023

*M*