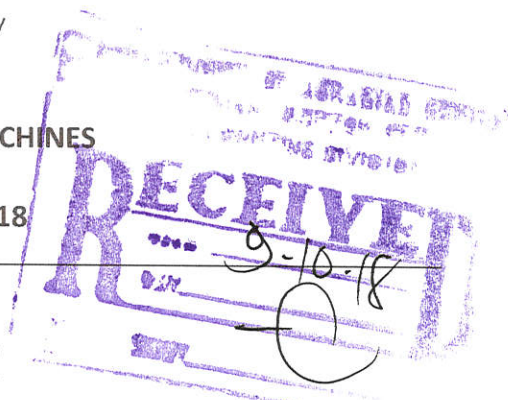


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City

CONTRACT : LEASE OF 37 UNITS DIGITAL COPIER MACHINES
REFERENCE : DAR BAC Resolution No. 17 series of 2018



CONTRACT AGREEMENT

THIS AGREEMENT made this SEP 13 2018 day of 2018 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **U-bix Corporation**, of 1331 & 1344 Angono Street, Makati City, (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of Lease of Digital Copier Machines and has accepted a Bid by the Service Provider for the supply and delivery of thirty seven (37) units of Digital Copier Machines for five (5) months for the period August to December 31, 2018, in the sum of **Philippine Pesos One Million Eight Thousand Five Hundred Twenty Six and 40/100 (Php 1,008,526.40)** (hereinafter called "the Contract Price").

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

- (A) U-bix Corporation's Eligibility Requirements, Technical and Financial Proposals;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring Entity's Notice of Award.

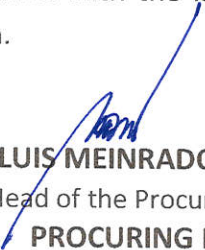
| | |
|--|-------------------------------|
| DAR BUDGET DIVISION | |
| OBLIGATED | |
| O.R.S No.: <u>09-10101-2018-09-05220</u> | Date: <u>9/10/2018</u> |
| <u>10000100001000</u> | Acct. Code: <u>50299 0504</u> |
| <u>101</u> | Amount: <u>1,008,526.40</u> |
| Resp. Code: | Control #: <u>1861</u> |

3. In consideration of the payments to be made by the Procuring Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to supply and deliver thirty seven (37) units of Digital Copier Machines through a lease agreement and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the lease agreement for the thirty seven (37) units of Digital Copier Machines 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 case of delays in the delivery/performance of the required services specified in this Contract due to the

Service Provider's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

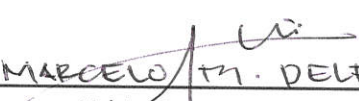
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ATTY. LUIS MEINRADO C. PANGULAYAN
Head of the Procuring Entity
PROCURING ENTITY



MAGNA P. MERCADO
Senior Assistant Vice President
U-bix Corporation
SERVICE PROVIDER

WITNESSES


PRISCILLA E. ONG
OIC- Director, Administrative Service


MARCELO M. DELFIN III
U-bix Corporation

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant
OIC, ACCOUNTANT
01/02-104401-2018-09-05220
₱ 1,005,520.00

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this SEP 13 2018 day of _____ 2018 personally appeared:

| | |
|--|---|
| Name | Competent Evidence of Identity |
| ATTY. LUIS MEINRADO C. PANGULAYAN | TIN No. 105-329-620 |
| MAGNA P. MERCADO | Driver's License No. N17-83-012416 |

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

Doc. No. 33
Page No. 08
Book No. 415
Series of 7/18

~~ATTY. VIRGILIO R. BATALLA~~
~~NOTARY PUBLIC~~
~~FOR MAKATI CITY~~
~~Until December 31, 2018~~
UNTIL DECEMBER 31, 2018 - ROLL OF ATTY. NO. 48342
MCLE COMPLIANCE NO. V-0026676 /4-11-2018
IBP O.R No. 706762-LIFETIME MEMBER JAN. 29, 2007
PTR No. 6607619- JAN 03, 2018- MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR., JUPITER