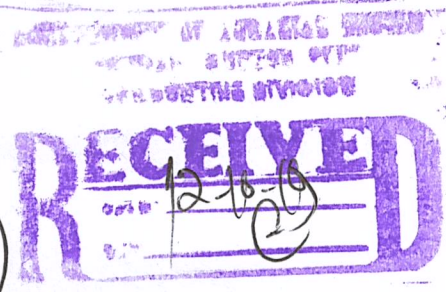


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : PROVISION OF OFFICE UNIFORMS FOR DAR EMPLOYEES FOR CY 2019

REFERENCE : DAR BAC Resolution No. 46, series of 2019

DAR's copy

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of November 2019 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **SANTOYO CLOTHLINE CREATION**, of No. 15A M. Lozada St., Sto. Rosario-Silangan, Pateros, Metro Manila, (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., "Procurement of Office Uniforms for DAR Employees for CY 2019" of the Department of Agrarian Reform and has accepted a Bid by the Supplier for the provision of office uniforms for DAR employees (tops only) in the sum of **Philippine Pesos One Million Three Hundred Twenty-Two Thousand Five Hundred Fifty Only (PhP1,322,550.00)** 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) Santoyo Clothline Creation's Bid Proposals consisting of Eligibility and Technical Documents and Financial Proposals;
- (B) Schedule of Requirements (PBD-19-09);
- (C) Technical Specifications (PBD-19-09);
- (D) General Conditions of the Contract (PBD-19-09);
- (E) Special Conditions of the Contract (PBD-19-09);
- (F) Supplemental Bid Bulletin No. 1, No. 2. And No. 3;
- (G) the Performance Security;
- (H) the Procuring Entity's Notice of Award;

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the prescribed office uniforms for DAR office employees (tops only) for CY 2019 in accordance with the delivery schedule as specified in Supplemental Bid Bulletin No. 2 dated September 18, 2019,

Handwritten signature

Handwritten signature

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

DEC 19 2019

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of November 2019 personally appeared:

Name	Competent Evidence of Identity
LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
CHONA SANTOYO-BELLO	Non-Professional Driver's License No. N03-98-260688

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.

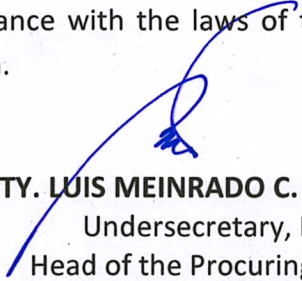
NOTARY PUBLIC
Until December 31, 2019

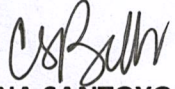
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Page No. 102
Book No. 5X111
Series of 2019

ATTY. RENATO E. DE JESUS
Notary Public
Until December 31, 2020
ROLL NO. 19939
IBF NO. 001275
PTR NO. 6438194
APPOINTMENT NO. 56 (2019-2020)
MCLE EXEMPTION NO. V-003171
TIN NO. 122-868-768-000

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the prescribed uniforms 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 or terminate 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. PAÑGULAYAN
Undersecretary, LAO
Head of the Procuring Entity
PROCURING ENTITY



CHONA SANTOYO-BELLO
Authorized Representative
Santoyo Clothline Creation
SUPPLIER

WITNESSES:


PRIMO C. LARA
Director, Administrative Service


VIOLY RAMOS
Office Staff

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant

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