

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

CONTRACT : **SUPPLY, DELIVERY AND INSTALLATION OF OFFICE PARTITIONS, FURNITURE AND FIXTURES TO A & Ai DESIGN OFFICE FURNITURE**

REFERENCE : **DAR BAC Resolution No. 17 series of 2020**

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of October 2020 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **A & Ai Design Office Furniture**, of 26 Major Dizon St., Industrial Valley Subdivision, Marikina City, (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply, Delivery and Installation of Office Partitions, Furniture and Fixtures and has accepted a Bid by the Supplier in the sum of **Philippine Pesos Three Million Six Hundred Nine Thousand Four Hundred only (₱3,609,400.00)** inclusive of taxes;

WHEREAS, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 17 series of 2020 dated October 9, 2020, **A & Ai Design Office Furniture**, is awarded the contract for the supply, delivery and installation of office partitions, furniture and fixtures in the sum of **Philippine Pesos Three Million Six Hundred Nine Thousand Four Hundred only (₱3,609,400.00)** being the Single Calculated and Responsive Bidder (SCRB);

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.

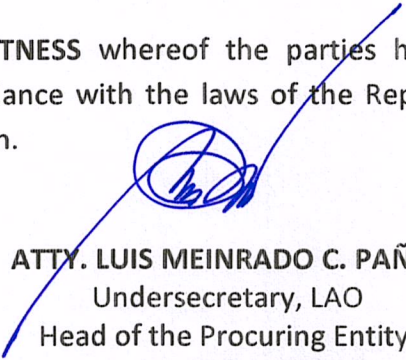
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (A) A & Ai Design Office Furniture Bid, 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;

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply, delivery and installation of office partitions, furniture and fixtures 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


ARNOLD B. OCARIZA
Proprietor
A & Ai Design Office Furniture
SUPPLIER

WITNESSES:


ATTY. MARJORIE P. AYSON
Director, BALA


TERESITA P. MALLARI
Account Executive
A & Ai Design Office Furniture

Certified Funds Available:


DENNIS G. RAMOS
OIC-Chief Accountant

61/02-10161-2020-11-04937
₱ 3,609,400. -

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

NOV 17 2020

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of October 2020 personally appeared:

Name	Competent Evidence of Identity
ATTY. LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
ARNOLD B. OCARIZA	Driver's License No. N01-17-001352

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, 2020

Doc. No. 336
Page No. 66
Book No. 50
Series of _____

ATTY. FRANK LEVI C. UGSAB
NOTARY PUBLIC
APPOINTMENT NO.: 07 (2019-2020)
IBP LIFETIME MEMBER
ROLL NO. 017520, DATED MAY 31, 2017
PTR NO. 8327602, JANUARY 2, 2020
ROLLS OF ATTORNEY NO. 53808
MOBILE NO. 0927-4287721