

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

**CONTRACT : SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**REFERENCE : DAR BAC Resolution No. 22 series of 2020**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of December 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 **CYNTHEZA ENTERPRISE**, of 23 Anonas St., Barangay Quirino 2A, Project 2, Quezon City, (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Supply and Delivery of Personal Protective Equipment (PPE) and has accepted a Bid by the Supplier in the sum of **Philippine Pesos One Million Six Hundred Seventy-Nine Thousand Five Hundred Ten and 70/100 only (₱1,679,510.70)** inclusive of taxes;

**WHEREAS**, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 22 series of 2020 dated December 11, 2020, **Cyntheza Enterprise**, is awarded the contract for the supply and delivery of personal protective equipment in the sum of **Philippine Pesos One Million Six Hundred Seventy-Nine Thousand Five Hundred Ten and 70/100 only (₱1,679,510.70)** 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.

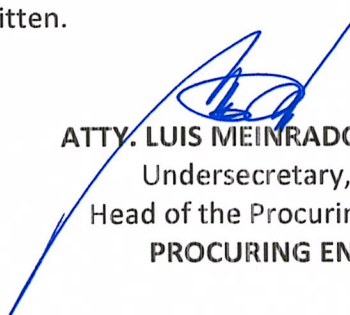
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (A) Cyntheza Enterprise 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 hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply and delivery of personal protective equipment 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.

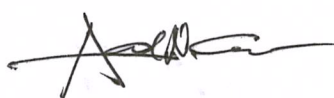


**ATTY. LUIS MEINRADO C. PAÑGULAYAN**  
Undersecretary, LAO  
Head of the Procuring Entity  
**PROCURING ENTITY**




**CYNTHIA ALDA RANOLA**  
General Manager  
Cyntheza Enterprise  
**SUPPLIER**

**WITNESSES:**




**ACMAD N. CALACA**  
OIC – Assistant Director, BARBD



**CAROLINE NICOLE R. CRUZ**  
Marketing Officer  
Cyntheza Enterprise

**Certified Funds Available:**



**DENNIS G. RAMOS**  
Chief Accountant

61/02 - 16461-2020-12-06035

₱ 1,679,510.70

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 29 DEC 2020 day of December 2020 personally appeared:

Name

Competent Evidence of Identity

ATTY. LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

CYNTHIA ALDA RANOLA

Driver's License No. N02-05-523102

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.

29 DEC 2020

QUEZON CITY

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

NOTARY PUBLIC

Until December 31, 2020

ATTY. JOSE FLOREO P. CRISOLOGO

NOTARY PUBLIC

Adm. Matter No. NP-023 (2020-2021)

PTR No. 9270054 / Jan. 02, 2020 / Q.C.

MCLE Compliance No. VI-0009072

IBP Lifetime No. LRN-03688 / Q.C.

Attorney Roll No. 49462

Tin No. 111-979-403

Add: 5 Gen. de Jesus St. Heroes Hills Q.C.

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