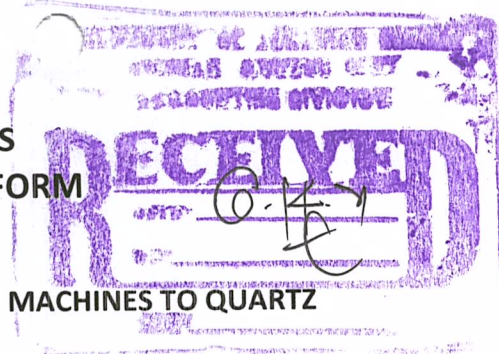


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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : LEASE OF 55 UNITS OF USED PHOTOCOPYING MACHINES TO QUARTZ BUSINESS PRODUCTS CORPORATION

REFERENCE : DAR Primary - BAC Resolution No. 16 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made this 1st day of June 2021 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **Quartz Business Products Corporation**, of 15th Floor Capital House, 9th Ave. cor. 34th St., Bonifacio Global City, Taguig 1634, (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 Used Photocopying Machines** and has accepted a Bid by the Service Provider for the supply and delivery of **fifty-five (55) units of Used Photocopying Machines** for **seven (7) months** for the period June 01, 2021 to December 31, 2021, in the sum of **Philippine Pesos Eight Hundred Ninety-Nine Thousand Five Hundred only (PhP899,500.00)** inclusive of all applicable taxes (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 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. Schedule of Requirements;
 - ii. Technical Specifications;
 - 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;

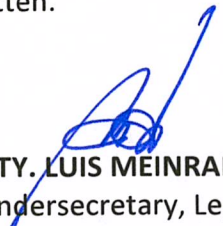
- iii. Performance Security;
- iv. Notice of Award of Contract and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed 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.

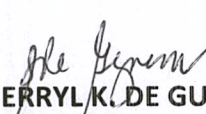
DAR BUREAU OF PROCUREMENT
OBLIGATED

02-10-2021 06-02804

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 fifty five (55) units of used Photocopying 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 fifty five (55) units of used Photocopying 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. PAÑGULAYAN
Undersecretary, Legal Affairs Office
Head of the Procuring Entity
PROCURING ENTITY



SHERRYL K. DE GUZMAN
Product Sales Manager
Quartz Business Products Corporation
SERVICE PROVIDER

WITNESSES:


CUPIDO GERRY D. ASUNCION
Director, Administrative Service


BOBBY UTERO
Liaison Officer
Quartz Business Products Corp.

Certified Funds Available:


DENNIS G. RAMOS
OIC-Chief Accountant

01/02-101101-2021-06-02804
P. 500.21

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

JUN 23 2021

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of _____ 2021 personally appeared:

Name

Competent Evidence of Identity

ATTY. LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

SHERRYL K. DE GUZMAN

TIN No. 222-447-727

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, 2021

Doc. No. 413
Page No. 84
Book No. VIIA
Series of 407

ATTY. ROGELIO J. BOLIVIA
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020
Commission Extended until June 30, 2021
As per SC ENBANC B.M No. 3795 12/1/2020
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 0695112 D 1/4/21/ Roll No. 33832 TIN# 129-671-009
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao Quezon City