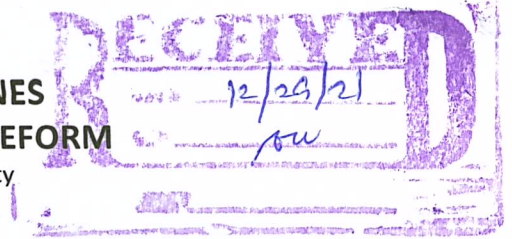


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : SUPPLY AND INSTALLATION OF MODULAR OFFICE PARTITIONS, TABLES, DRAWERS, CABINETS, CHAIRS AND ACCESSORIES FOR THE OFFICE OF THE BUREAU OF LAND TENURE IMPROVEMENT (BLTI)

REFERENCE : DAR BAC Resolution No. 37, Series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of December 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 **A & Ai Design Office Furniture** of 26 Major Dizon St., Industrial Valley, Marikina City (hereinafter called "the Supplier") of the other part:

WHEREAS, the **PROCURING ENTITY** invited Bids for certain goods and ancillary services, viz., Procurement of Supply, Delivery and Installation of Modular Office Partitions, Tables, Drawers, Cabinets, Chairs and Accessories for the Office of the Bureau of Land Tenure Improvement (BLTI) and has accepted a Bid by the **SUPPLIER** for the said goods and ancillary services in the sum of **Philippine Pesos Four Million Four Hundred Thousand Five only (₱4,400,000.00)** 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;
- iii. 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;

DAR BUDGET DIVISION
OBLIGATED
Date: 29 DEC 2021
CRS: 02-102101-2021-12
P.A.R.: 310100100005000
CONTINUING
Amount: ₱ 4,400,000
APPRO. [Signature]
Control #: 1783

- iv. Performance Security;
- v. Notice of Award of Contract and the Bidder's conforme thereto; and
- vi. 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.

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, deliver and install the modular office partitions, tables, drawers, cabinets, chairs and accessories for the Bureau of Land Tenure Improvement (BLTI) 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 **SUPPLIER** in consideration of the contract agreement for the supply, delivery and installation of modular office partitions, tables, drawers, cabinets, chairs and accessories 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 Supplier'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. LUCIUS JUN-JUN G. MALSI
 Head of the Procuring Entity
PROCURING ENTITY



ARNOLD OCARIZA
 Proprietor
**A & Ai Office Design Furniture
 SUPPLIER**

WITNESSES:



LILIBETH G. LEE
 OIC Director, BLTI



TERESITA P. MALLARI
 Sales and Marketing
A & Ai Office Design Furniture

Certified Funds Available:



DENNIS G. RAMOS
 OIC-Chief Accountant

61/62 - 102101 - 2021 - 12 - 09393

P 4,400,000.-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

DEC 31 2021

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

Name

Competent Evidence of Identity

ATTY. LUCIUS JUN-JUN G. MALSI

TIN No. 181-844-204

ARNOLD OCARIZA

TIN No. 132-468-207-000

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


ATTY. DONATO C. MANGUIAT

Notary Public

Commission No. NP-080 (Expires Dec, 31, 2021)

IBP No. 135260, Dec, 16, 2020, Q.C.

PTR No. 0598617 D, Jan, 4, 2021, Q.C.

Attorney's Roll No. 34845

MCLE No. VI-0026934

Contact No. +639183363168

Office Address: 2 Marumong St.,

Orgy. Central, Quezon City

Doc. No. 75
Page No. 15
Book No. XXIII
Series of 2021