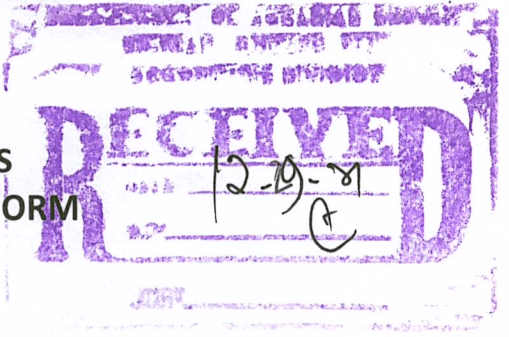


82

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



**CONTRACT** : SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE PARTITIONS AND FURNITURE FOR THE OFFICE OF THE PLANNING SERVICE, DARCO  
**REFERENCE** : DAR BAC Resolution No. 33 series of 2021

**CONTRACT AGREEMENT**

JAN 10 2022

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"), and RALB Construction of 671 Boni Avenue, Mandaluyong City (hereinafter called "the Supplier") of the other part:

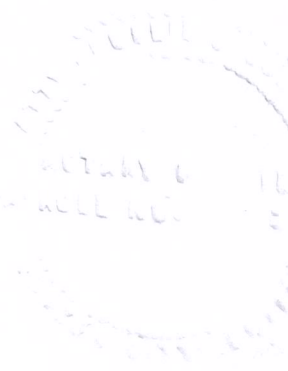
WHEREAS, the PROCURING ENTITY invited Bids for certain goods and ancillary services, viz., Procurement of Supply, Delivery and Installation of Modular Office Partitions and Furniture for the Office of the Planning Service, DARCO and has accepted a Bid by the SUPPLIER for the said goods and ancillary services in the sum of Philippine Pesos One Million Seven Hundred Fifty Seven Thousand Five Hundred Ten only (P1,757,510.00) 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.
- 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**

OBLIGATION		Date: 29 DEC 2021
02-102101-2021	P.A.P.: 2000000000000000	Acct. Code: 5021304001
	Fund: 200000100001000	Amount: P1,757,510-
		Control #: 1481
Continuing Appro.		




Orders, and Warranty Security, shall likewise form part of the Contract.

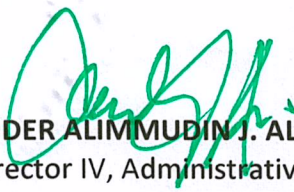
3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** as hereinafter mentioned, the Supplier hereby assent and concur with the Procuring Entity to supply, deliver and install the modular office partitions and furniture for the Office of the Planning Service, DARCO and to remedy defects therein in conformity with all the provisions of the Contract.

4. The **PROCURING ENTITY** hereby agrees to pay the **SUPPLIER** in consideration of the contract agreement for the supply, delivery and installation of modular office partitions and furniture for the Office of the Planning Service, DARCO and the remedy of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract based on time and in the manner prescribed by the contract. In case of delay 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 full 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.

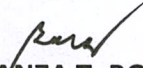
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**ATTY. LUCIUS JUN-JUN G. MALSI**  
Head of the Procuring Entity  
**PROCURING ENTITY**

  
**ENG'R. REYNALDO ALFONSO L. BOLOS**  
General Manager  
**RALB CONSTRUCTION**  
**SUPPLIER**

  
**ALEXANDER ALIMMUDIN J. ALI**  
OIC- Director IV, Administrative Service

**WITNESSES:**

  
**ESPERANZA T. BOLOS**  
Administrative Manager  
RALB Construction

**Certified Funds Available:**

  
**DENNIS G. RAMOS**



REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 10 day of JAN 2022 2021 personally appeared:

Name	Competent Evidence of Identity
ATTY. LUCIUS JUN-JUN G. MALSI	TIN No. 181-844-204
ENG'R. REYNALDO ALFONSO L. BOLOS	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 the 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. 68  
Page No. 19  
Book No. 11  
Series of 22

**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
AM Adm. Matter No. 204 June 21, 2021 to Dec. 31, 2022  
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022  
PTR O.R. No. 2463255D 1/3/22 / Roll No. 33832 / TIN# 129-871-009  
MCLE VI-0029583 valid from 12/16/19 Valid until 04/14/22 Quezon City  
Address: 31-F Harvard St., Cubao, Q.C.