

**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF AGRARIAN REFORM**

Elliptical Road, Diliman, Quezon City

**CONTRACT : SUPPLY AND DELIVERY OF 492 UNITS COMPUTERS AND PRINTERS**

**REFERENCE : DAR BAC Resolution No. \_\_\_ series of 2022  
SPLIT-REF-031-A-PBD22-08**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of December 2022 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 Suite 910, Cityland 10 Tower, 16815 Ayala Avenue, Makati City, (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of 492 units Computers and Printers for the "Support to Parcelization of Lands for Individual Titling (SPLIT) Project of the Department of Agrarian Reform and has accepted a Bid by the Supplier for the supply and delivery 492 units Computers and Printers in the sum of **Philippine Pesos Thirty Eight Million Eight Hundred Seventeen Thousand Eight Hundred Sixteen only (₱38,817,816.00)** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (A) Quartz Business Products Corporation's 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 deliver four hundred ninety two (492) units Computers and Printers to the DAR Central Office and to remedy defects therein in conformity in all respects with the provisions of the Contract.


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.

  
**JEFFREY M. GALAN**  
 Head of the Procuring Entity  
**PROCURING ENTITY**

  
**REIMAR FORTUNA**  
 Authorized Representative  
**SUPPLIER**

**WITNESSES:**

  
 Engr. Joey G. Sumatra  
 ASSEC, PPRO / NPD, SPLIT

  
**RANNEL A. VERDEFLOR**  
 Sales Manager  
 Public Sector Division

**Certified Funds Available:**

  
**ONOFRE V. VALDEZ**  
 OIC-Chief Accountant

CO 06-105506-2022-12-0008  
 ₱ 38,817,816-

**FAP 3**  
**BUDGET OFFICE**  
**OBLIGATED**

LABS NO. 08 DATE 12-28-2022  
 O/P/A \_\_\_\_\_ OBJECT 50604050 03  
 FUND 105506 NAME OF PROJECT PLIT LP  
316 CUMULATIVE APPROX  
CAP. OUTLAY  
PCC  
 - FIELD TESTING - 6,390,738  
 - SCALING UP - 31,480,302  
 PMMES  
 - PM - 946,770

REPUBLIC OF THE PHILIPPINES) S.S.  
MAKATI CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **MAKATI CITY** Philippines, this JAN 10 2023 day of December 2022 personally appeared:

Name Competent Evidence of Identity

**JEFFREY M. GALAN**

**REIMAR FORTUNA**

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, 2022

Doc. No. 117  
Page No. 25  
Book No. 3  
Series of 2023

**ATTY. MAGNOLIA M. MASANGCAY**  
Appointment No. M-208  
Notary Public for Makati City  
Until December 31, 2022  
Suite 1015/ 10<sup>th</sup> Cityland 10 Tower 1  
H.V Dela Costa St, Ayala Ave. Makati City  
Roll No. 69431  
PTR No. 385-709; 01-04-22; Makati City  
IBP No. 183398; 01-03-22; Batangas Chapter  
MCLE Compliance No. M-0010450  
Valid until April 14, 2023