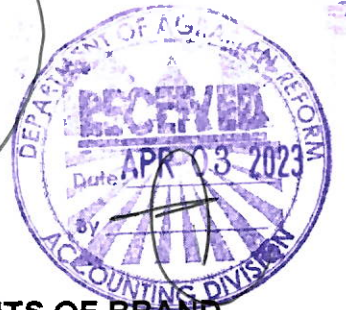


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : LEASE AGREEMENT FOR SIXTY-NINE (69) UNITS OF BRAND-NEW PHOTOCOPIING MACHINES FOR CY 2023 FOR NINE (9) MONTHS TO QUARTZ BUSINESS PRODUCTS CORPORATION

REFERENCE : DAR BAC Resolution No. 09 series of 2023

CONTRACT AGREEMENT

THIS AGREEMENT made this 24 day of March 2023 between the **Department of Agrarian Reform Central Office** of the Philippines (hereinafter called "the Entity") of the one part and **Quartz Business Products Corporation** of 15th Capital House 9th avenue corner 34th St., Bonifacio Global City, Fort Bonifacio, Taguig City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Lease Agreement for Sixty-Nine (69) units of Brand-New Photocopying machines for CY 2023 for a period of nine (9) months and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Philippine Pesos Five Million Forty-One Thousand Twenty-Six & 63/100 only (P5,041,026.63)**, inclusive of 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**

O.R.S. No.:	<u>02-101101-2023-04-01819</u>	Date:	<u>APR 03 2023</u>
P.A.P.:		Acct. Code:	<u>5029905004</u>
Fund:	<u>01</u>	Amount:	<u>5,041,026.63</u>
Resp. Code:		Control #:	<u>446</u>

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 for the sum of **Philippine Pesos Five Million Forty-One Thousand Twenty-Six & 63/100 only (P5,041,026.63)**, or such sums as may be ascertained, Quartz Business Products Corporation agrees to the Lease Agreement for Sixty-Nine (69) units of Brand-New Photocopying machines for CY 2023 for a period of nine (9) months, from April 1-December 31, 2023, in accordance with his/her/its Bid.
4. The **Department of Agrarian Reform Central Office** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding. 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
Undersecretary, FMAO
Head of the Procuring Entity
PROCURING ENTITY


REIMAR EORTUNA
Account Manager
Quartz Business Products Corporation
SERVICE PROVIDER

WITNESSES:


DIR. ROMEO L. REYES, CPA
Director IV, Administrative Service


RANNEL A. VERDEFLO
Sales Manager

Certified Funds Available:


ONOFRE V. VALDEZ
OIC-Chief Accountant

01/02-161101-2022-04-01813

P5,041,026.63

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this APR 03 2023
day of March 2023 personally appeared:

Name	Competent Evidence of Identity
JEFFREY M. GALAN	TIN No. 129-057-905
REIMAR L. FORTUNA	TIN No. 412-705-949-000

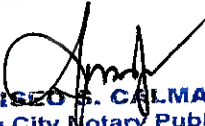
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

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, 2023

Doc. No. 472
Page No. 28
Book No. 71
Series of 2023


ATTY. ELISEO S. CALMA, JR.
Quezon City Notary Public
Until Dec. 31, 2023
Roll No. 50183
PTR No. 2454359D, 01/03/2022, Q.C.
IBP No. 183888, Jan. 31, 2022
JCLE Comp. No VII-0006924 until April 14, 2025
ADM Matter No. NP-067 (2022-2023)