



Contract No. 116-2023-230

CONTRACT : SUPPLY AND DELIVERY OF 16 UNITS OF PLOTTER (3-in-1)
REFERENCE : DAR BAC Resolution No. 116-2023-218 series of 2023

CONTRACT AGREEMENT

THIS AGREEMENT made this 29 DEC 2023 day of 2023 between the Department of Agrarian Reform Central Office of the Philippines (hereinafter referred as "the Entity") as the *First Party* and **JOINT VENTURE OF ISOURCE- ASIA BUSINESS SOLUTIONS CORPORATION AND SOLID BUSINESS MACHINES CENTER, INC.** of 497-B Imelda Building, Calbayog St., Brgy. Highway Hills, Mandaluyong City (hereinafter referred as "the Supplier") as the *Second Party*;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly provision of 16 Units of Plotter and has accepted a Bid submitted by the Supplier/Second Party for the supply of those goods and services in the total sum of **Ten Million Three Hundred Sixty-Eight Thousand pesos only (P 10,368,000.00)** inclusive of taxes (hereinafter referred as "the Bid 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.
3. In consideration for the sum of **Ten Million Three Hundred Sixty-Eight Thousand pesos only (P 10,368,000.00)** or such sums as may be ascertained, **JOINT VENTURE OF ISOURCE- ASIA BUSINESS SOLUTIONS CORPORATION AND SOLID BUSINESS MACHINES CENTER, INC.** agrees to the provision of 16 Units of Plotter, 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 of one percent (1/10 of 1%) 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 cause this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Represented by:

FIRST PARTY:
DEPARTMENT OF AGRARIAN REFORM

CONRADO M. ESTRELLA III
Head of the Procuring Entity
Secretary

SECOND PARTY:
ISOURCE ASIA BUSINESS SOLUTIONS INC.

PAUL RYAN D. CARINGAL
General Manager/Owner

Funds Available:

ONOFRE V. VALDEZ
OIC, Accounting Division

Witness:

FAPS
BUDGET OFFICE
OBLIGATED

1013021000
DATE: 12-29-2023
PROJECT: PCC-SCALING
NAME OF PROJECT: ... LP
CAP: CUTLAY

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

Before Me, a Notary Public, for and in the QUEZON CITY, this 29 DEC 2023 day of 2023, personally appeared:

<u>CONRADO M. ESTRELLA III</u> TIN No. 105-548-289-000	<u>PAUL RYAN D. CARINGAL</u> TIN No. 299-104-299
---	---

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Contract Agreement consisting of 2 pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

Doc. No.: 481
Page No. 97
Book No. IX
Series of 2023.

ATTY. RUBEN MAZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR No. 4029325D, 01/08/2023-O.C.
IBP No. 293181/1-10-23-OC Chapter
Roll of Attorney's No. 46427
Admin Matter No. 025
MCLE NO. VII-0018003605-24-2022
TIN No. 140-394-385
Agora, Crame, C.C.