

## SUPPLY CONTRACT AGREEMENT

Contract No.: RFQ-001-2022

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### KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is executed and entered into for all purposes and in all respect at \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between:

**PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY** with principal office address at 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Road, Diliman, Quezon City, represented by **KENNEDY T. COSTALES**, Executive Director III, hereinafter referred to as "**the Procuring Entity**".

And

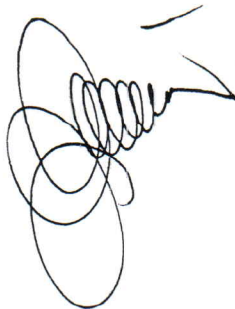
**OTUS COPY SYSTEMS, INC.** with business address at No. 10F MG Tower 75 Shaw Blvd., 1552 Mandaluyong City represented by **CLAIRE B. JOSEPH**, Authorized Representative, hereinafter referred to as "**the Supplier**".

### WITNESSETH THAT:

WHEREAS the Procuring Entity invited Bids for goods, viz., "**Rental/Lease of Black and White Multi-Function Copier**" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Hundred Thirty Six Thousand Eight Hundred Pesos (Ph P136,800.00)** (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) The Supplier's Price Quotation; and
  - b) Job Order No. 002-2022.
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 provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.




4. Aside from the liquidated damages to be paid by the Supplier in case of delay as stipulated in the Supplier's Price Quotation, the Procuring Entity may rescind this Agreement in case of the unreasonable failure of the Supplier to deliver the goods and services. Such rescission may be done extra judicially by the Procuring Entity.
5. Any court action which may accrue in relation to this Agreement shall be tried exclusively in the Regional Trial Courts of Quezon City only.
6. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods 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.

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.

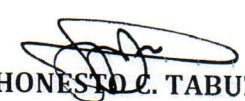
**PHILIPPINE FIBER INDUSTRY  
DEVELOPMENT AUTHORITY**

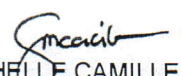
  
**KENNEDY T. COSTALES**  
Executive Director III

**OTUS COPY SYSTEMS, INC**

  
**CLAIRE B. JOSEPH**  
Authorized representative

**WITNESSES:**

  
**HONESTO C. TABUZO, JR.**  
Chief Accountant

  
**MICHELLE CAMILLE ACILO**  
Project Support Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY  
BEFORE ME, a NOTARY PUBLIC for and in QUEZON CITY personally  
appeared on this 20 day of APR 2020 at

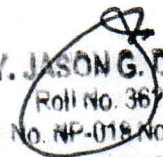
NAME	I.D. No.	OFFICE
KENNEDY T. COSALES	001	PhilFIDA, Quezon City
CLAIRE B. JOSEPH	06-0043	Otus Copy Systems, Inc., Mandaluyong City

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

This instrument refers to a Supply Contract consisting of two (2) pages including this page on which this Acknowledgement is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

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

Doc. No. 174  
Page No. 34  
Book No. 282  
Series of 2022


**ATTY. JASON G. DE BELEN**  
 Roll No. 36759  
 Adm. No. NP-018 Notary Public  
 My Commission expires on June 30, 2022  
 No. 7M Sgt. Horroco St. cor. Panay Ave. JC  
 IBP No. 185473; QC 1-4-2002  
 PTR No. 2444(M1; QC 1-4-2002  
 MCLE VI-0022012; 4-14-22

