

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

**CONTRACT** : SUPPLY AND DELIVERY OF E-LEARNING COURSEWARE FOR THE SUPERVISORY DEVELOPMENT PROGRAM FOR DAR MUNICIPAL AGRARIAN REFORM PROGRAM OFFICERS (MARPOs) AND DIVISION CHIEFs (DCs)

**REFERENCE** : DAR BAC Resolution No. 51 series of 2019

**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of December 2019 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **Yapster E-Learning Inc.**, of 5/F Lepanto Bldg., 8747 Paseo de Roxas, 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 E-Learning Courseware for the Supervisory Development Program for DAR Municipal Agrarian Reform Program Officers (MARPOs) and Division Chiefs (DCs) in the sum of **Philippine Pesos One Million Two Hundred Eighty Nine Thousand Four Hundred Forty Two and 25/100 Only (₱1,289,442.25)** (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) Yapster E-Learning, Inc.'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;

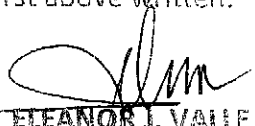
DAR BUREAU OF AGRARIAN REFORM	
OBLIGATED	
C.S.No.:	02-101101-2019-12-07015
Contract No.:	02-101101-2019-12-07015
Contract Code:	101
Contract Price:	₱ 1,289,442.25
Contract Date:	12/10
Contract Status:	3264

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 E-Learning Courseware for the Supervisory Development Program for DAR Municipal Agrarian Reform Program Officers (MARPOs) and Division Chiefs (DCs) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the supply and delivery of E-Learning Courseware for the Supervisory Development Program for DAR Municipal

Agrarian Reform Program Officers (MARPOs) and Division Chiefs (DCs) 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 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.

  
**LUIS MEINRADO C. PAÑGULAYAN**  
Undersecretary, LAO  
Head of the Procuring Entity  
**PROCURING ENTITY**

  
**ELEANOR J. VALLE**  
Authorized Representative  
Yapster E-Learning, Inc.  
**SUPPLIER**

**WITNESSES:**

  
**PRIMO C. LARA**  
Director, Administrative Service

  
**MADONNA DELA CRUZ**  
Administrative Officer  
Yapster E-Learning, Inc.

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
Chief Accountant

01/02 - 10/01 - 2019 - 12 - 29/15  
P 1,209,442.25

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY ~~MAKATI CITY~~

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this DEC 04 2019 day of December 2019 personally appeared:

Name	Competent Evidence of Identity
LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
ELEANOR J. VALLE	TIN No. 254-166-949

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.

Doc. No. 291  
Page No. 60  
Book No. V1  
Series of 2019

~~NOTARY PUBLIC~~  
~~UATY GERVAEIO B. BRITO JR~~  
NOTARY PUBLIC FOR MAKATI CITY,  
UNTIL DECEMBER 31, 2020  
PTR NO. 7583704/01-03-2019 MAKATI  
IBP NO. 656455 LIFETIME MEMBER  
APPT. NO. M104/2017/ROLL NO. 4009  
MCLE COMPLIANCE NO. V-0006934  
UNIT 102 PENINSULA COURT BLDG  
3775 MAKATI AVE., MAKATI CITY