

Elliptical Road, Diliman, Quezon City

CONTRACT

: Supply and Delivery of One (1) Set of Real Time Kinematic (RTK) for the

**Bureau of Land Tenure Improvement (BLTI)** 

REFERENCE

: DAR BAC Resolution No. 68 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 Georight Matics Inc., of No. 2 Dr. A. Ejercito corner F. Sevilla St., San Juan City (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., under PBD-19-19: Procurement of Real Time Kinematic (RTK) for the Bureau of Land Tenure Improvement (BLTI) and has accepted a Bid by the Supplier for the supply and delivery of 1 set Real Time Kinematic (RTK) for the BLTI, in the sum of Philippine Pesos One Million Four Hundred Fifty Four Thousand only (Php 1,454,000.00) (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.:
  - Georight Matic Inc.'s Eligibility Documents, Technical and Financial Proposals; (A)
  - the Schedule of Requirements: (B)

DAR BUDGET DIVISION

the Technical Specifications; (C)

OBLIGATED

the General Conditions of the Contractions of the Contraction of the Contractio

the Special Conditions of the Contract; P.A.P.: (E)

310100100005000Acct, Code:

(F) the Performance Security;

(D)

(G)

the Procuring Entity's Notice of AwardResp. Code:

BUTT

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 1 set Real Time Kinematic (RTK) with all required accessories and software 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 1 set, Real Time Kinematic (RTK) with all required accessories and software and the remedying of defects therein, the Contract Price or such other sum as may become payable

damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the undelivered 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 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.

Head of the Procuring Entity

PROCURING ENTITY

CHRISTOPHER S. GABRIEL
Authorized Representative
Georight Matics Incorporated
SUPPLIER

WITNESSES

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

RODGER MANABAT
Sales Manager for Luzon
GEORIGHT MATICS INCORPORATED

**Certified Funds Available:** 

DENNIS G. RAMOS

**OIC-Accounting Division** 

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## REPUBLIC OF THE PHILIPPINES) S.S. **QUEZON CITY**

ACKNOW LEDGMENT	Α	C	K	N	0	W	L	E	D	G	M	E	N	1
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BEFORE ME, a Notary Public in and for Qu _ 2019 personally appeared:	ezo <b>l (Lity, Ph</b> ilippines, this	day of
Name	Competent Evidence of Identity	,

ATTY, LUIS MEINRADO C. PAÑGULAYAN

TIN No. 105-329-620

**CHRISTOPHER S. GABRIEL** 

TIN No. 205-643-568

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, 2019

Doc. No. Page No. Book No.

Series of

OTARY PUBLIC CITY OF MANILA Until December 31, 2020

Comm. No. 2019-043, until Dec. 31, 2020 2102 A. Santos St., Sta Mesa, Manila PTR No. 9129766 Manila

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