

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

CONTRACT : E-LEARNING COURSEWARE FOR THE SUPERVISORY MANAGEMENT PROGRAM (SMP) PHASES I AND III TO MYBUSYBEE, INC.

REFERENCE : DAR BAC Resolution No. 20 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made the 02 AUG 2021 day of July 2021 between the **Department of Agrarian Reform Central Office** of the Philippines (hereinafter called "the Entity") of the one part and My Busybee, Inc. of 174-B Gonzales St., Loyola Heights, Quezon City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly E-learning Courseware for the Supervisory Management Program (SMP) for Phases I and III and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Philippine Pesos Seven Hundred Ninety-Four Thousand (P794,000.00) only** 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 that**

**additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract**

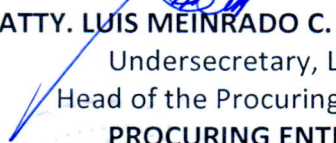
**OBLIGATIONS**

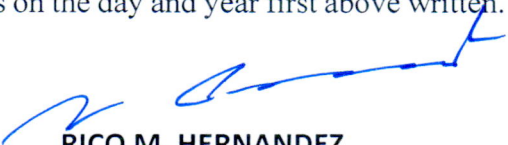
|             |            |            |
|-------------|------------|------------|
| C.R.S No.:  | Date:      | 07.28.2021 |
| Proj. No.:  | Acc. Code: | 5020201002 |
| Fund:       | Amount:    | P794,000   |
| Resp. Code: | Cont. #:   | 1142       |

**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 Seven Hundred Ninety-Four Thousand (₱794,000.00) only** or such sums as may be ascertained, My Busybee, Inc. agrees to conduct E-learning Courseware for the Supervisory Management Program (SMP) for Phases I and III 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.

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

  
**RICO M. HERNANDEZ**  
Chief Executive Officer  
MY BUSYBEE, INC.  
**SERVICE PROVIDER**

**WITNESSES:**

  
**DIR. SUSANA R. SERRANO**  
Director

Agrarian Reform and Capacity Dev't

  
**ANDREA A. HERNANDEZ**  
General Manager

**Certified Funds Available:**

  
**DENNIS G. RAMOS**  
-Chief Accountant

0162- 201101-2021-07-04112  
₱ 794,000.-

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this **02 AUG 2021** day of July 2021 personally appeared:

| Name                                     | Competent Evidence of Identity   |
|--|----------------------------------|
| <b>ATTY. LUIS MEINRADO C. PAÑGULAYAN</b> | <b>TIN No. 105-329-620</b>       |
| <b>RICO M. HERNANDEZ</b>                 | <b>Passport ID No. P0871951A</b> |

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.

**102 AUG 2021**

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

NOTARY PUBLIC

Until December 31, 2021

**ATTY. RUBEN M. AZANES, JR.**  
Notary Public  
Commission No. MP-004(2021-2022)  
Expired Until December 31, 2021  
Agora, Camp Crame, Quezon City  
IBP No. 132791 Nov. 17, 2020/QC  
PTR No. 0694960-01-04-2021/QC  
MCLE Compliance No. VI-0030360  
Attorney's Roll No. 46427

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