

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

**CONTRACT** : **SUPPLY AND DELIVERY OF 103 UNITS HANDHELD GPS**

**REFERENCE** : **DAR BAC Resolution No. \_\_ series of 2022**  
**SPLIT-REF-033-PBD22-09**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this 28 day of December 2022 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **MJAS Zenith Trading**, of Room 402, 4/F Elysium Building, 168 D. Tuazon St., Maharlika, Quezon City, (hereinafter called "the Supplier") of the other part:

**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of 103 units Handheld GPS for the "Support to Parcelization of Lands for Individual Titling (SPLIT) Project of the Department of Agrarian Reform and has accepted a Bid by the Supplier for the supply and delivery of 103 units Handheld GPS in the sum of **Philippine Pesos Eight Million One Hundred Thirty Seven Thousand only (₱8,137,000.00)** (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.:


- (A) MJAS Zenith Trading 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;

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 103 units Handheld GPS to the DAR Central Office 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 103 units Handheld GPS 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.

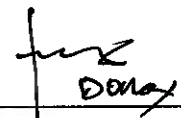
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**Undersecretary JEFFREY M. GALAN**  
 Head of the Procuring Entity  
**PROCURING ENTITY**


  
**SAMSON A. LATO**  
 President  
**SUPPLIER**

**WITNESSES:**

  
 Engr. Joey G. Sumatra  
 ASec, PPRO / NPD, SPLIT

  
Victor Donay

**Certified Funds Available:**

  
**ONOFRE V. VALDEZ**  
 Chief Accountant

CO 06-105506-2022-12-0006  
 ₱ 8,137,000 -

**FAP 3**  
**BUDGET OFFICE**  
**OBLIGATED**

ALBIS No. 06 DATE 12-28-2022  
 R/P/LA \_\_\_\_\_ OBJECT 50607050 99  
 FUND 105506 NAME OF PROJECT PROJ-SPLIT UP  
318 CURRENT APPROP  
PCC  
 - FIELD TESTING - 1,738,000  
 - SCALING UP - 6,399,000

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this **DEC 28 2022** day of December 2022 personally appeared:

Name Competent Evidence of Identity

**JEFFREY M. GALAN**

**SAMSON A. LATO**

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. 493  
Page No. 100  
Book No. 178  
Series of 2022

**Atty. ARTEMIO L. VENDIVIL**  
**NOTARY PUBLIC**  
Adm. Matter No. NP-002(2021-2022)  
Until December 31, 2022  
SC Roll#10989/M/1.E VI-0018143  
PTR No.2402938D/QC/1.4.2022  
IBP No. 178719/1.4.2022  
G/F 220 N.S. Amoranto Ave.,  
Brgy. Salvacion, Quezon City  
Tel No. 7933-5502