

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

**CONTRACT** : **SUPPLY AND DELIVERY OF 400 UNITS OF LAPTOPS FOR DATA PROCESSING**

**REFERENCE** : **DAR BAC Resolution No. \_\_\_ series of 2022**  
**SPLIT-REF-004-A-PBD22-12**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this 26 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 **Columbia Technologies Inc.**, of 1136-1146 J. Nakpil St., Malate, Metro Manila, (hereinafter called "the Supplier") of the other part:


**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of 400 units Laptops for Data Processing 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 400 units Laptops for Data Processing in the sum of **Philippine Pesos Twenty Three Million Eight Hundred Thousand only (₱23,800,000.00)** (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) Columbia Technologies, 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;
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 400 units Laptops for Data Processing to the DAR regional offices 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 400 units Laptops for Data Processing 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.

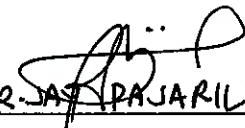
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

  
**BERLIN R. MENDOZA, JR.**  
 Senior Account Manager  
**SUPPLIER**

WITNESSES:

  
**Engr. Joey G. Sumatra**  
 ASEC, PPRO/ NPD, SPLIT  
 Certified Funds Available:

  
**R. JAY PAJARILLO**

  
**ONOFRE V. VALDEZ**  
 Chief Accountant

CO 06-105506-2022-12-0009

₱ 23,800,000-

**FAP'S**  
**BUDGET OFFICE**  
**OBLIGATED**  
 ALIENS NO. 09 DATE 12-28-2022  
 P/P/A \_\_\_\_\_ OBJECT 50604050 03  
 FUND 105506 NAME OF PROJECT Subj. SPLIT LP  
35 UNIT OF APPROX  
CAP. OUTLAY  
 PCC  
 - SCALING UP - 19,270,000 w  
 - FIELD TESTING - 4,105,500  
 PMMER  
 - PM - 410,500

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for **Manila** City, Philippines, this DEC 29 2022 day of December 2022 personally appeared:

Name	Competent Evidence of Identity
<b>JEFFREY M. GALAN</b>	TIN # 129-057-905-000
<b>BERLIN R. MENDOZA, JR.</b>	SSS ID No. 33-1403511-1

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. **Manila**

**NOTARY PUBLIC**

Until December 31, 2022

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Book No. IX  
Series of 2022

**ATTY. MA. ELISA JONALYN A. BARQUEZ, CPA**  
Notary Public, City of Manila  
Commission No. 2022-053 valid from 7/1/2022 until 12/31/23  
YMCA Manila Complex, No. 29 Villenas St., Ermita, Manila  
Roll of Notary No. 82034  
IBP Lifetime No. 01000001-15-2017, IBP Manila 1  
MCLE Compliance No. VII-0092920, 04-26-2021, MCLEO-Pasig  
PTR No. MLA 0146340, 01-03-2022, Manila City  
Contact No. (02)8400-9519