

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM

Elliptical Road, Diliman, Quezon City

CONTRACT : SUPPLY AND DELIVERY OF 50 UNITS TOTAL STATION

REFERENCE : DAR BAC Resolution No. ___ series of 2022
SPLIT-REF-036-A-PBD22-07

CONTRACT AGREEMENT

THIS AGREEMENT made this 7th 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 50 units Total Station 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 50 units Total Station in the sum of **Philippine Pesos Thirty Two Million Four Hundred Thousand only (₱32,400,000.00)** (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 fifty (50) units Total Station 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 fifty (50) units Total Station 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.

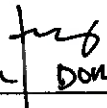
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


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


SAMSON A. LATO
President
SUPPLIER

WITNESSES:


Engr. JOY B. Sumatra
ASEC, PPRO / NPO, SPLIT


Victor Doney

Certified Funds Available:


ONOFRE V. VALDEZ
OIC-Chief Accountant

CO 06-105506-2022-12-0005
₱ 32,400,000 -

FAP \$
BUDGET OFFICE
OBLIGATED
CLASS NO. 05 DATE 12-28-2022
PIA 50604050 99 OBJECT 50604050 99
FUND 105506 NAME OF PROJECT PRO-SPLIT LP
317 CONTRACT APPROV
CAP. OUTLAY
PCC
- FIELD TESTING - 6,480,000
SCALING UP - 25,920,000 -

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

DEC 28 2022

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

Name Competent Evidence of Identity

JEFFREY M. GALAN

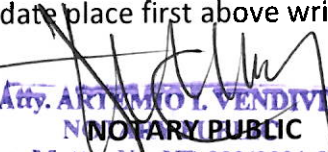
SAMSON A. LATO

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. 495
Page No. 100
Book No. 175
Series of 2022


Atty. ARTEMIO L. VENDIVIL
NOTARY PUBLIC
Adm. Matter No. ~~NP-00212021-1028~~
Until December 31, 2022
SC Roll#10989/MCLE VI-0018143
PTR No. 24029381/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