

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM

Elliptical Road, Diliman, Quezon City

CONTRACT : SUPPLY AND DELIVERY OF 261 UNITS OF MOTORCYLES, LOT 2 – FOR VISAYAS DAR REGIONAL OFFICES (DARROs)

REFERENCE : DAR Primary BAC Resolution No. 17 series of 2022 SPLIT-REF-057-PBD-22-05

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ 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 **KServico Trade, Inc.**, of 111 12th Streer, Cubao 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 261 units Motorcycles, Lot 2 – for Visayas DAR Regional Offices (DARROs) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Philippine Pesos Thirty-Two Million Five Hundred Ninety-Eight Thousand Nine Hundred (PhP32,598,900.00)** (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. KServico Trade, Inc. 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 for the sum of Philippine Pesos Thirty-Two Million Five Hundred Ninety-Eight Thousand Nine Hundred (PhP32,598,900.00) or such other sums as may be ascertained, KServico Trade, Inc. agrees to supply and deliver Lot 2 – 261 units of Motorcycles for Visayas DAR Regional Offices (DARROs) in accordance with its Bid.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration for the supply and delivery of 261 units Motorcycles, Lot 2 – for Visayas DAR Regional Offices (DARROs) 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 Supplier'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.


JEFFREY M. GALAN

Undersecretary, Finance, Management and Admin. Office
Head of the Procuring Entity
PROCURING ENTITY

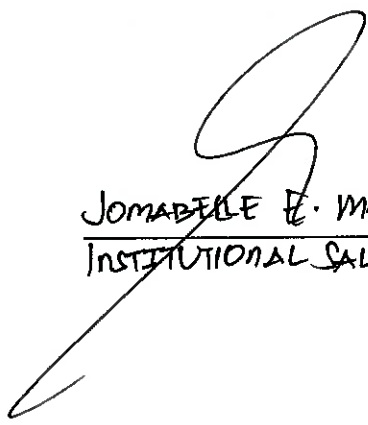

KIM Q. MANGULABNAN

International Sales Manager
KService Trade, Inc.
SUPPLIER

WITNESSES:


ENGR. JOEY G. SUMATRA

Asst., Secretary, Policy, Planning and Research Office
Nat'l. Project Director, SPLIT Project


JOMABELLE E. MORALES
INSTITUTIONAL SALES STAFF

Certified Funds Available:


ONOFRE V. VALDEZ
OIC-Chief Accountant

CO 06-101163-2022-12-0011
₱ 32,598,900 -

GAP & BUDGET OFFICE OBLIGATED
ALIAS NO. 11 DATE 12-28-2022
PIP/A 50604060 01
FORM 101163 NAME OF PROJECT 322
OBJET PROJ. SPLIT LP
CURRENT APPROP
CAP. CONTRAY
PCC
- SCALING UP. 32,598,900

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

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

Name	Competent Evidence of Identity
JEFFREY M. GALAN	TIN No. 129-057-905-000
KIM Q. MANGULABNAN	_____


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, 2022

Doc. No. 250
Page No. 011
Book No. CXXXVIII
Series of 2022


ATTY. CHRISTIAN BENEDICT T. BRISON
NOTARY PUBLIC FOR AND IN QUEZON CITY
UNTIL DECEMBER 31, 2022
COMMISSION NO. NP-224 (2019-2020)
EXTENDED UNTIL 30 JUNE 2022 (B.M. NO. 3795)
ROLL NO. 69542
IBP NO. 183417/01-03-2022/QUEZON CITY
PTR NO. 3803180/01-03-2022/ABRA
MCLE COMPLIANCE NO. VI-0020767/22 MARCH 2019
ROOM 402 ABLAZA BLDG. E. RODRIGUEZ SR. AVE.
BRGY. TATALON, QUEZON CITY