

**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF AGRARIAN REFORM**

Elliptical Road, Diliman, Quezon City

**CONTRACT** : **SUPPLY AND DELIVERY OF 334 UNITS MOTORCYCLES, LOT 3 – FOR MINDANAO DAR REGIONAL OFFICES (DARROs)**

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

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**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 12<sup>th</sup> Street, 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 334 units Motorcycles, Lot 3 – for Mindanao 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 Forty-One Million Seven Hundred Sixteen Thousand Six Hundred (PhP41,716,600.00)** inclusive of all applicable 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 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 Proposal
  - B. the Schedule of Requirements;
  - C. the Technical Specifications;
  - D. the General Conditions of Contract;
  - E. the Special Conditions of Contract;
  - F. the Performance Security; and
  - G. the Procuring Entity’s Notice of Award
3. In consideration for the sum of Philippine Pesos Forty-One Million Seven Hundred Sixteen Thousand Six Hundred (PhP41,716,600.00) or such other sums as may be ascertained, KServico Trade, Inc. agrees to supply and deliver Lot 3 - 334 units Motorcycles for Mindanao 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 334 units Motorcycles, Lot 3 – for Mindanao 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.

*[Signature]*  
**CONRADO M. ESTRELLA III**  
 Secretary  
 Head of the Procuring Entity  
**PROCURING ENTITY**  
 Department of Agrarian Reform  
 Office of the Secretary  
  
 A23-013100280  
 OSEC-CME-C.A

*[Signature]*  
**KIM Q. MANGULABNAN**  
 International Sales Manager  
**KService Trade, Inc.**  
**SUPPLIER**

**WITNESSES:**

*[Signature]*  
**ENGR. JOEY G. SUMATRA**  
 Asst., Secretary, Policy, Planning and Research Office  
 Nat'l. Project Director, SPLIT Project

*[Signature]*  
**JOMABELLE E. MORALES**  
 INSTITUTIONAL SALES STAFF

**Certified Funds Available:**

*[Signature]*  
**ONOFRE V. VALDEZ**  
 OIC-Chief Accountant

CO 06-101163-2022-12-0012  
 ₱ 41,716,600-

**FAB**  
**BUDGET OFFICE**  
**OBLIGATED**  
 ALIEN NO. 12 DATE 12-28-2022  
 P/P/A 50124060 01  
 FUND 10163 NAMPO RISK 311  
 PROJ-SPLIT LP  
 CUMULATIVE APPROX  
 CAP. ACTIVITY  
 PCC  
 -SCALING VP - 41,716,600-

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

29 DEC 2022

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

**QUEZON CITY**

Name

Competent Evidence of Identity

**CONRADO M. ESTRELLA III**

\_\_\_\_\_

**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. 282  
Page No. 058  
Book No. CSA VIII  
Series of 220

  
**ATTY. CHRISTIAN BENEDICT T. GRISON**  
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. 69532  
IBP NO. 183411/01-03-2022/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.  
BAGY. TATALUN, QUEZON CITY