

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

**CONTRACT** : **SUPPLY AND DELIVERY OF 182 UNITS OF PROJECTORS**

**REFERENCE** : **DAR Primary BAC Resolution No. 95, series of 2022 SPLIT-REF-008A-PBD22-16**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this DEC 29 2022 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 **PPAR Enterprises & General Merchandise.**, of 1938 Humility Street., Rosario Village, Ilayang Iyam, Lucena City, Quezon, (hereinafter called "the Supplier") of the other part:


**WHEREAS**, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of 182 units of Projectors and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Philippine Pesos Seventeen Million Four Hundred Sixty Thousand One Hundred Seventy only (PhP17,460,170.00)** 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. PPAR Enterprises & General Merchandise. 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 Seventeen Million Four Hundred Sixty Thousand One Hundred Seventy only (PhP17,460,170.00) or such other sums as may be ascertained, PPAR Enterprises & General Merchandise agrees to supply and deliver 182 units of Projectors in accordance with its Bid.


4. The Procuring Entity hereby covenants to pay the Supplier in consideration for the supply and delivery of 182 units of Projectors 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**

  
**NAPOLEON ZARADIAS ENRIQUEZ II**  
 International Sales Manager  
**PPAR Enterprises & General Merchandise  
 SUPPLIER**  
 By *Louis Miguel Crescas*

WITNESSES:

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

  
**EDDHAN J. MENDOZA**

Certified Funds Available:

  
**ONOFRE V. VALDEZ**  
 OIC-Chief Accountant

**FAP 3  
 BUDGET OFFICE  
 OBLIGATED**

AL/OBS NO. 41 DATE 12-29-2022  
 PIP/A PCC OBJECT 50604050-02  
 FUND 106506 NAME OF PROJECT Split-LP

*MOOE 02-105506-2022-12-0041*  
*₱ 17,460,170-*

*UNIT APPROV  
 PCC  
 FIELD TESTING - 2,973,985  
 SCALING UP - 14,390,250  
 PM - 95,935*

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

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

Name

Competent Evidence of Identity

JEFFREY M. GALAN

  
NAPOLEON ZARADIAS ENRIQUEZ II

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. 320  
Page No. 64  
Book No. 5  
Series of AM

  
**ATTY. JOVENCIO P. FULGUERAS**  
NOTARY PUBLIC for Quezon City  
Until Dec 31, 2022  
ROLL OF ATTORNEY No. 30906  
IBP OR No. 200349 / 01-26-2022  
PTR No. 0149934 / 01-17-2022  
MCLE COMPLIANCE No. VI-0027923  
Valid until 4-14-2022