

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM

Elliptical Road, Diliman, Quezon City

CONTRACT : SUPPLY AND DELIVERY OF 50 UNITS(SETS) REAL TIME KINEMATIC

**REFERENCE : DAR BAC Resolution No. ~~25~~ series of 2022
SPLIT-REF-035-A-PBD22-06**

CONTRACT AGREEMENT

THIS AGREEMENT made this ~~25~~ ^{DEC 28 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 **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(sets) Real Time Kinematic 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 (sets) Real Time Kinematic in the sum of **Philippine Pesos Ninety Two Million Four Hundred Fifty Thousand only (₱92,450,000.00)** (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 (sets) Real Time Kinematic 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 (sets) Real Time Kinematic 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.

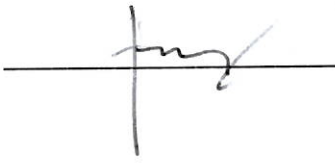
Department of Agrarian Reform
Office of the Secretary
A23-012000162
OSEC-CME-ORS


Secretary **CONRADO M. ESTRELLA III**
Head of the Procuring Entity
PROCURING ENTITY


SAMSON A. LATO
President
SUPPLIER

WITNESSES:


ENGR. **JOEY G. SUMATRA**
Assistant Secretary, PPRO and
Nat'l Project Director, SPLIT Project



Certified Funds Available:


ONOFRE V. VALDEZ
OIC-Chief Accountant

CO 06-105506-2022-12-0007
₱ 92,450,000 -

FAP'S
BUDGET OFFICE
OBLIGATED

ALBRS NO. 07 DATE 12-28-2022
*IP/A OBJECT 50004050.99
FUND 105506 NAME OF PROJECT SPLIT LP
313 CURRENT APPROOP PCC CAP. ALTYCAY
- FIELD TESTING - 18,490,000
- SCALING UP - 73,960,000

