

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

Elliptical Road, Diliman, Quezon City

**CONTRACT** : **SUPPLY AND DELIVERY OF 1,324 DESKTOP COMPUTERS, PRINTERS AND UPS**

**REFERENCE** : **DAR BAC Resolution No. \_\_ series of 2022**  
**SPLIT-REF-004-B-PBD22-06-C (Lot 3)**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made this 17 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 **Silicon Valley Computer Group, Phils. Inc.**, of 35 San Antonio Street, San Francisco del Monte, 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 1,324 Desktop Computers, Printers and UPS 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 Lot 3-395 units Desktop Computers, Printers and UPS in the sum of **Philippine Pesos Thirty Million Three Hundred Twenty Seven Thousand Seven Hundred Five only (₱30,327,705.00)** (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) Silicon Valley Computer Group, Phils. Inc.'s 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 Lot 3- 395 units Desktop Computers, Printers and UPS to the DAR Regional Offices in Luzon, 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 Lot 3-395 units Desktop Computers, Printers and UPS 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.

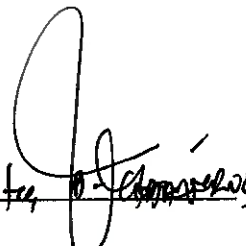
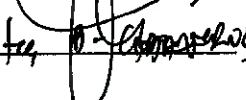
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

  
**SHARENE L. PEREZ**  
 Authorized Representative  
**SUPPLIER**

WITNESSES:

  
 Engr. JOEY G. SUMATRA  
 ASSEC, PPRO / NPD, SPLIT

  
 Witness: 

Certified Funds Available:

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

CO 00-105506-2022-12-0015  
 ₱ 30,327,705-

**FAP'S BUDGET OFFICE OBLIGATED**  
 ALQBS No. 15 DATE 12-28-2022  
 P/P/A \_\_\_\_\_ OBJECT 50604050 03  
 FUND 105506 NAME OF PROJECT PROJ. SPLIT LP  
320 CURRENT APPROV  
 CAP. EXPENDITURE  
 PCC  
 - FIELD TESTING - 4,600,740-  
 SCALING UP - 25,720,965-

REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this DEC 28 2022 day of December 2022 personally appeared:

Name Competent Evidence of Identity

**JEFFREY M. GALAN**

**SHARENE L. PEREZ**

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. 401  
Page No. 81  
Book No. XVII  
Series of 2022

  
ATTY. RUBEN M. AZAÑES JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
ADM. MATTER NO. NP-004(2021-2022)  
PTR NO. 2463598D/01-03-22/Q.C.  
IBP NO. 178672/C1-03-22/Q.C.  
ROLL NO. 46427  
MCLE Compliance No. VII-0018605/04-14-2025  
TIN:140-394-836-000  
Office Address: Agora, Camp Crane, Quezon City