



Contract No. 116-2023-226

CONTRACT : Supply and Delivery of 100 Licenses of GIS Software - ARC GIS (SPLIT-REF-39A-PBD23)

REFERENCE : DAR BAC Resolution No. 216, series of 2023

CONTRACT AGREEMENT

THIS AGREEMENT made this 29 day of December 2023 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **GEODATA SYSTEMS TECHNOLOGIES, INC.** of 19th Floor Strata 100 Bldg. F. Ortigas Jr. Road, Ortigas Center, Pasig City (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited proposals for certain goods and ancillary services, viz., Procurement of the Supply and Delivery of Supply and Delivery of 100 Licenses of GIS Software - ARC GIS and has accepted a proposal by the Supplier for the said goods and ancillary services in the sum of **Philippine Pesos Fifty Three Million Six Hundred only (P53, 600, 000.00)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iv. Performance Security;
 - v. Notice of Award of Contract and the Bidder's conforme thereto; and
 - vi. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

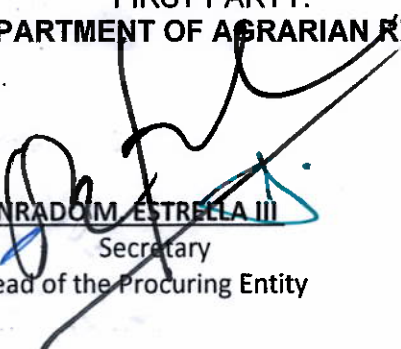
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to supply and deliver 100 Licenses of GIS Software - ARC GIS and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the contract agreement for the supply and delivery of 100 Licenses of GIS Software - ARC GIS, 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 of one percent (1/10 of 1%) 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 the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

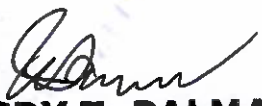
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

FIRST PARTY:
DEPARTMENT OF AGRARIAN REFORM


SECOND PARTY:
GEODATA SYSTEMS
TECHNOLOGIES, INC.


CONRADO M. ESTRELLA III
Secretary
Head of the Procuring Entity


KATHERINE KAY V. VERZOSA
Authorized Representative



JESRY T. PALMARES
Undersecretary and Project Implementation Officer
Foreign Assisted and Special Projects Office
Department of Agrarian Reform

WITNESSES:


James Elron B. Lagare
Managing Director

(for the Supplier)

Certified Funds Available:


ONOFRE V. VALDEZ
Chief Accountant

FABS
BUDGET OFFICE
OBLIGATED
13
DATE: 12-29-2023
OBJECT: 50219990 99
NAME OF PROJECT: PWD - SPLIT UP
CUMULATIVE APPROVAL
MONE
119

53,600,000

MODE 02-105428 -2023-12-0013

₱ 53,600,000 -

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MAKATI) S.S

ACKNOWLEDGMENT

DEC 29 2023

BEFORE ME, a Notary Public, for and in CITY OF MAKATI this _____ day of _____, 202__, personally appeared:

Name	Competent Evidence of Identity
CONRADO M. ESTRELLA III	TIN No. 105-548-289-000
KATHERINE KAY V. VERZOSA	TIN No. 208-458-704-000


Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument refers to 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

Doc. No. 286 ;
Page No. 79 ;
Book No. 242 ;
Series of 2023.


ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment #M-019/Until 12-31-23
Roll No. 45790/IBP Lifetime #04897/07-03-03
PTR No. 9563523/01-03-2023/Makati City
MCLE No. VII-0016370/04-26-2022
G/F Fedman Suites 199, Salcedo Street
Legaspi Village, Makati City