

**Contract No. 116-2023-227****CONTRACT : Supply and Delivery of IT Equipment (531 units Desktop Computers and 301 units Laptop Computers (SPLIT-REF-066-PBD23) - Lot 1****REFERENCE : DAR BAC Resolution No. 217, 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 **TEKZONE COMPUTER SALES AND SERVICES INC.** of BB Corporate Center, Penthouse #32 Pilar St., corner Araullo St., Barangay Addition Hills, San Juan 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 IT Equipment (531 units Desktop Computers and 301 units Laptop Computers) - Lot 1 and has accepted a proposal by the Supplier for the said goods and ancillary services in the sum of **Philippine Pesos Twenty Six Million One Hundred Seventy Eight Thousand Three Hundred only (₱ 26,178,300.00)** 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 531 Desktop Computers 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 531 Desktop Computers, 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:  
TEKZONE COMPUTER SALES AND SERVICES INC.

  
CONRADO M. ESTRELLA III  
Secretary  
Head of the Procuring Entity

  
CHRISTOPHER L. CASTOR  
Authorized Representative

WITNESSES:

\_\_\_\_\_  
(for the Procuring Entity)

  
\_\_\_\_\_  
(for the Supplier)

Certified Funds Available:

  
ONOFRE V. VALDEZ  
Chief Accountant

MOOE 02-105428-2023-12-0012  
\$ 26,178,300.00

26,178,300  
GAP  
BUDGET OFFICE  
OBLIGATED  
12 DATE 12-29-2023  
PCC-SCALING OBJECT 50203210 03  
105428 NAME OF PROJECT / PROJECT UNDER L/O  
121 AMOUNT \$26,178,300.00  
MOOE

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

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public, for and in QUEZON CITY, this DEC 29 2023 day of \_\_\_\_\_, 2023, personally appeared:

Name	Competent Evidence of Identity
<b>CONRADO M. ESTRELLA III</b>	<b>TIN No. 105-548-289-000</b>
<b>CHRISTOPHER L. CASTOR</b>	<b>TIN No.</b>

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. 233 ;  
Page No. 48 ;  
Book No. XLV-A  
Series of 2023.

**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C.  
IBP No. 167803 / November 25, 2021 Q.C.  
Roll No. 30457 / 05-09-1990  
MCLE VII-0006394 / 03-21-2021  
ADM. MATTER No. NP-005 (2023-2023)  
TIN NO. 131-942-754-000