

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

CONTRACT
No. C-2024-06-0068

THIS AGREEMENT made and entered into this JULY 05 2024 2024 between the **DEPARTMENT OF AGRARIAN REFORM** located in Elliptical Road, Diliman, Quezon City, represented herein by its Secretary, **CONRADO M. ESTRELLA III** (hereinafter called "DAR"); and **JOINT VENTURE OF CETIS PH COMMERCIAL INC. and CETIS, GRAPHIC AND DOCUMENTATION SERVICES, D.D.** with office address at 18th Floor, The Podium West Tower, Wack Wack, Greenhills, Mandaluyong City, represented herein by its Authorized Representative, **ERWIN JOSEPH R. BAUTISTA** (hereinafter called "CETIS PH JV CETIS D.D.");

DAR and CETIS PH JV CETIS D.D. shall be collectively called **PARTIES**.

WHEREAS, DAR invited bids for the **Supply and Delivery of Certificate of Condonations** and received bids from two (2) prospective bidders; DAR opened, and evaluated the bids, and declared the bid of **CETIS PH JV CETIS D.D.** as Single Calculated Bid; after post-qualification, DAR declared the bid of **CETIS PH JV CETIS D.D.** as Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS EIGHTY-FIVE MILLION SIX HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED PESOS (PHP 85,649,400.00) ONLY**, inclusive of taxes, hereinafter called the "**Contract Price**".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract referred to.
2. The following documents, including the relevant provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental Bid Bulletin No. 1 dated 11 June 2024, Supplemental Bid Bulletin No. 2 dated 18 June 2024, and Supplemental Bid Bulletin No. 3 dated 24 June 2024;
 - b. **CETIS PH JV CETIS D.D.**'s bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in **CETIS PH JV CETIS D.D.**'s bidding envelopes, as annexes, and all other documents submitted, including corrections to the bid, if any, resulting from the **DAR**'s bid evaluation;
 - c. Performance Security;
 - d. Notice of Award (NOA) of Contract; and the **CETIS PH JV CETIS D.D.**'s conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or **DAR** in the PBDs. **CETIS PH JV CETIS D.D.** 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 (NTP) and Warranty Security, if applicable, shall likewise form part of the Contract.
3. The items shall be delivered by **CETIS PH JV CETIS D.D.** at DAR Central Office, Elliptical Road, Diliman, Quezon City within **30 CALENDAR DAYS** from receipt of the NTP, and in accordance with Section VI. Schedule of Requirements of the Bidding Documents.

Partial delivery shall be allowed upon agreement of the **PARTIES**. In such case, **DAR** shall notify **CETIS PH JV CETIS D.D.** orally or in writing to make partial delivery in accordance with the requirements of **DAR**.

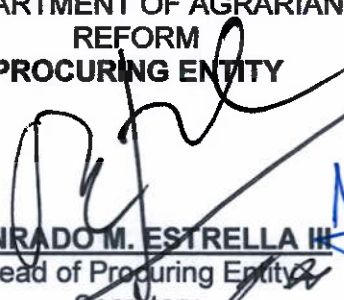
Risk and title to the items shall not be deemed to have passed from **CETIS PH JV CETIS D.D.** to **DAR** until the receipt and final acceptance of the items by **DAR** at the aforesaid delivery site.

- The items must comply with the standards and/or requirements provided in Section VII. Technical Specifications of the Bidding Documents, which is hereto attached as Annex "A" and made an integral part hereof.

CETIS PH JV CETIS D.D. shall not deliver items which are not in compliance with the said standards and requirements. **CETIS PH JV CETIS D.D.** may, however, in lieu of the approved technical specifications, deliver items of equivalent, higher or superior technical specifications subject to the evaluation and recommendation of the end-user or implementing unit. In any such case, said substitution shall not result in any additional cost or undue burden to **DAR**.

- DAR** shall pay the Contract Price to **CETIS PH JV CETIS D.D.** upon receipt and acceptance of the items by **DAR**, and submission of documentary requirements by **CETIS PH JV CETIS D.D.** The said payment shall be subject to applicable and existing disbursement, accounting, and auditing rules and procedures.
- CETIS PH JV CETIS D.D.** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed items scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DAR**. **DAR** shall deduct the liquidated damages from any money due or which may be due to **CETIS PH JV CETIS D.D.**, or collect from any of the securities of warranties posted by **CETIS PH JV CETIS D.D.** Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DAR** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
- IN WITNESS** whereof the **PARTIES** hereto have caused this Contract 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
PROCURING ENTITY


CONRADO M. ESTRELLA III
Head of Procuring Entity
Secretary

JOINT VENTURE OF CETIS PH
COMMERCIAL, INC. AND CETIS, GRAPHIC
AND DOCUMENTATION SERVICES, D.D.
SUPPLIER


ERWIN JOSEPH R. BAUTISTA
Proprietor/Authorized Representative

Funds Available:


ONOFRE V. VALDEZ
OIC, Accounting Division

MOOE 02-102151-2024-07-482

₱ 85,649,400-

SIGNED IN THE PRESENCE OF:

GAP'S 85,649,400-
BUDGET OBLIGATION
OBLIGATED
ALUBS NO. 482 DATE 7-5-2024
PIP/A PCC-SCALING OBJECT 5029902000
102151 NAME OF PROJECT PMAI-SPIT GOP
287 CONT. APPROP.
MOOE

ACKNOWLEDGEMENT

Republic of the Philippines)
MANDALUYONG CITY) S.S.

BEFORE ME, a Notary Public for an in behalf in the above jurisdiction, personally appeared the following:

<u>NAME</u>	<u>ANY GOV'T. VALID ID NO.</u>	<u>DATE/PLACE OF ISSUE</u>
CONRADO M. ESTRELLA III	<u>P2367877B</u>	<u>DFA</u>
ERWIN JOSEPH BAUTISTA	<u>N02-07-013243</u>	<u>LTD</u>

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledgment to me the same is their free voluntary act and deed and the free and voluntary act and deed of the corporation they represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of four (4) pages (exclusive of attachments), including this page wherein this Acknowledgement is written and is signed by the parties 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. 379
Page No. 09
Book No. 01
Series of 2024


ATTY. FRANCES JAN C. VILLARINO
NOTARY PUBLIC FOR AND IN MANDALUYONG CITY
Valid until 12/31/2024
Roll No. 63921
IBP No. 273370, 01/06/2023, RSM - Mandaluyong City
PTR No. 3130503, 01/16/2023, Mandaluyong City
MCLE Compliance No. 0024174
issued on 11/14, 2022, valid until 04/14/2025
18th Flr, The Podium West Tower, ADB Ave., Mandaluyong City