



Contract Agreement

ArcGIS Software With Technical Support & Services (1 Lot)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed this ____ day of ____ at Quezon City, Philippines, by and between:

LAND REGISTRATION AUTHORITY, a government agency under the Department of Justice, with office at the LRA Building, East Ave. cor. NIA Road, Diliman, Quezon City, represented by its Administrator, Hon. GERARDO PANGA SIRIOS, hereinafter referred to as "LRA".

-and-

GEODATA SYSTEMS TECHNOLOGIES, INC., a corporation with an address at 19th Floor Strata 100 Building F. Ortigas Jr. Road, Ortigas Center, Brgy. San Antonio, Pasig City represented by its Managing Director, MR. JAMES ELROND B. LAGARE, hereinafter referred to as "SUPPLIER & SERVICE PROVIDER".

WITNESSETH: That-

WHEREAS, in line with the thrust of the LAND REGISTRATION AUTHORITY to upgrade its services and facilities, there is an urgent need for the *ArcGIS Software With Technical Support & Services (1 Lot)*, which shall be hereinafter referred to as the "Project";

WHEREAS, the **SUPPLIER & SERVICE PROVIDER** is the only official distributor in the Philippines of the ESRI-GIS products which includes the ArcGIS with Software With Technical Support & Services;

WHEREAS, for the implementation of the said Project, posting requirement of the Request for Quotation (Direct Contracting) was accomplished on 13 December 2023, in accordance with the provisions of Republic Act (RA) No. 9184;

WHEREAS, the submission and opening of the eligibility requirements were conducted by the LRA in accordance with RA No. 9184, as amended, and its Revised Implementing Rules and Regulations and other existing laws, and after evaluation thereof, it was determined that the **SUPPLIER & SERVICE**

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PROVIDER is technically, legally and financially capable to deliver the Project that is most advantageous to the government;

WHEREAS, the Notice of Award issued on 18 December 2023 and accepted by the **SUPPLIER & SERVICE PROVIDER** on 20 December 2023 for the *ArcGIS Software With Technical Support & Services (1 Lot)* in the amount of **Six Million Nine Hundred Eighteen Thousand Three Hundred Seventy-Five Pesos (PHP 6,918,375.00)**;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the parties hereto have agreed as follows:

1. PLACE AND LOCATION

The **SUPPLIER & SERVICE PROVIDER** shall supply, deliver, and install, the *ArcGIS Software With Technical Support & Services (1 Lot)* at the Property and Supply Section, LRA Building, East Avenue corner NIA Road Diliman Quezon City.

2. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER & SERVICE PROVIDER

In order to achieve the objective set forth by LRA's Project, the personnel provided by the **SUPPLIER & SERVICE PROVIDER** shall be responsible for the following:

A. Scope of Work and Activities

The **SUPPLIER & SERVICE PROVIDER** shall furnish all labor, materials, tools, and equipment, and perform all operations necessary to complete the supply, delivery, installation of *ArcGIS Software With Technical Support & Services (1 Lot)*, in order for LRA to obtain powerful desktop applications that can be used to create maps, perform spatial analysis, and manage geographic data and imagery as well as access the entire ArcGIS platform, allowing LRA to publish geographic content and share it with others

1. The **SUPPLIER & SERVICE PROVIDER** is responsible to secure all the delivered materials, tools and equipment and shall hold the **LRA** free and harmless from any loss or damage thereto.
2. The **SUPPLIER & SERVICE PROVIDER** shall supply, deliver, install and perform all operations in accordance with the required components as specified in the *Request for Quotation* and its Annex "A", to wit:

ITEM DESCRIPTION	QUANTITY
1. 1-Year License Subscription of ArcGIS Enterprise Advanced Up to Four Cores;	1
2. 1-Year License Subscription of ArcGIS Professional Standard Single Use;	1
3. Technical Support and Services <ul style="list-style-type: none"> a. Geodata Systems Advisor up to eighty (80) hours; b. Annual Planning Meeting up to two (2) days; c. Quarterly On-Site Technology Update; d. Collaborative Work Plan; e. Learning and Consulting Services up to Three Hundred (300) Credits; f. Enterprise Jumpstart 	

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[Handwritten signature]

3) Any training shall be conducted Face-to-Face and the venue shall be at the training center of Geodata Systems Technologies, Inc.

3. DUTIES AND RESPONSIBILITIES OF LRA

- Install and configure the server, applicable operating system, databases, and patches on the target machine, and establish network connections;
- Provide a Network and System Administrator who are familiar and knowledgeable with hardware infrastructure and network connectivity, and will assist and work closely with the Geodata Systems consultant during the installation and configuration;
- If necessary, provide a Database Administrator who will work closely with the Geodata Systems consultant;
- Provide the Geodata Systems consultant with access to the system environment with administrative privileges;
- Provide and configure SSL/CA Certificate;

- Other required equipment, mobile devices, hardware and infrastructure shall be provided and configured by the LRA based on Geodata Systems recommendations;
- LRA has the responsibility to backup its datasets and be able to restore them, if necessary.
- In cases where the available data needs to be updated and modified, LRA has the responsibility to provide, edit, build or cleanse any data.

4. CONTRACT PERIOD

The Contract shall commence upon the receipt of an approved Purchase Order from the Authority, and must be delivered by the **SUPPLIER & SERVICE PROVIDER** within 30 calendar days from the date of receipt of the approved Purchase Order.

The contract covers the stated one (1) year warranty period based on all listed stated items in Part 12 (**AFTER SALES SERVICE LEVEL AGREEMENT (SLA)**).

5. MODE AND TERMS OF PAYMENT

For and in consideration of the **SUPPLIER & SERVICE PROVIDER's** services during the effectivity of this Contract, LRA shall pay the **SUPPLIER & SERVICE PROVIDER** the total amount of Six Million Nine Hundred Eighteen Thousand Three Hundred Seventy-Five Pesos (PHP 6,918,375.00) based on the billing as specified below:

Deliverables	Percentage of Contract Price
(1) Supply, delivery and acceptance of the GIS licenses subscription	80%
(2) Submission of Warranty Certificate on the GIS licenses subscription	
(3) Upon completion of services	20%

6. WARRANTY SECURITY

The **SUPPLIER & SERVICE PROVIDER** shall be required to post a warranty security in accordance with the following schedule:

Form of Warranty Security	Amount of Warranty Security (Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank, or	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Five percent (5%)

The warranty security shall remain effective for one (1) year from the date of issuance of the Certificate of the Final Acceptance by the LRA, and to be returned only after the lapse of one (1) year period.

7. SUPERVISION AND CONTROL

The **SUPPLIER & SERVICE PROVIDER** shall exercise direct control and supervision over their implementation personnel in accordance with the rules and regulations of the LRA. They shall be responsible for the conduct of its personnel and shall have operational control over them. The LRA may however exercise direct supervision and give specific instructions with respect to project implementation.

8. LIABILITIES IN CASE OF LOSS OR DAMAGE

The **SUPPLIER & SERVICE PROVIDER** shall be responsible / liable for any loss or damage to the properties of the LRA due to the willful act, negligence, carelessness or lapses in the performance of their duties, to be determined at fair market value, except those losses involving properties/items which cannot be considered bulky such as but not limited to pocket calculators, jewelry and the like, occurring or taking place during the tour of duty, which loss must be made known in writing to them within forty eight (48) hours from the time of occurrence and provided the losses or damages are due and traceable to the willful or neglectful act/s.

Any damage to any of the systems, facilities and equipment of LRA, due to the negligence, theft of pilferage, directly or indirectly caused by **SUPPLIER & SERVICE PROVIDER's** personnel shall be immediately repaired, restored or replaced by Service Provider for its account. If the **SUPPLIER & SERVICE PROVIDER** fails to carry out such repair, restoration or replacement within ten (10) days from the request of LRA, expense for any repair, restoration or replacement made by the LRA for the

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[Signature]

purpose shall be for the account of the **SUPPLIER & SERVICE PROVIDER** and shall be deducted from any amount payable to it.

9. LIQUIDATED DAMAGES

The amount of the liquidated damages shall be equal to one-tenth of one percent (0.001%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

10. PRE-TERMINATION OF CONTRACT

This contract may be terminated prior to its expiry date by either party for failure of the other to comply, and or violation of any of the terms and conditions stipulated therein, provided that the other party shall be notified of the pre-termination.

11. MISCELLANEOUS PROVISIONS

All the provisions in the attached documents insofar as they are applicable and consistent with this Contract are hereto adopted and shall form part of this Contract and in addition:

- a) The **SUPPLIER & SERVICE PROVIDER** shall diligently and faithfully serve the best interest of **LRA** in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person or entity, any classified information which the project implementer may have obtained in the performance of duties.
- b) All commitments to the terms set forth in the Request for Quotation shall form part of this Contract and any violation of the same will be sufficient ground for the rescission by **LRA** of this Contract.

12. AFTER SALES SERVICE LEVEL AGREEMENT (SLA)

Warranty, Maintenance and Support:

- The **SUPPLIER** shall provide a focal person for **LRA** who is a bona fide employee of the **SUPPLIER & SERVICE PROVIDER** for the duration of the warranty and support period. **SUPPLIER & SERVICE PROVIDER** shall submit in written form the complete name, position and contact numbers of the said focal person. Any change in focal person, the **SUPPLIER & SERVICE PROVIDER** shall inform the **LRA** in writing.

- The comprehensive support, maintenance, and service shall cover labor, parts and on-site support for one (1) year. Shall submit a warranty certificate.
- Maintenance and support shall include software patches and version update, including troubleshooting, reconfiguration and installation / configuration relating to the implementation of the *ArcGIS Software With Technical Support & Services*.
- Support response shall be provided within one (1) hour upon receipt of request. Support can be provided thru telephone, email or remote support software

The **SUPPLIER & SERVICE PROVIDER** certified that all items to be delivered are in good condition, however, any item that results in any defects covered within the warranty period shall be replaced if proven to be defective based on the said defects.

The **SUPPLIER & SERVICE PROVIDER** shall provide Technical Support for the duration of the warranty/contract, telephone support from 8:30 A.M, to 7:00 P.M., Monday to Friday; Hotline contact numbers (fixed line and mobile) and email shall be available for this purpose. The **SUPPLIER & SERVICE PROVIDER** further certifies unlimited call support during the effectivity of this warranty, and guarantees that the installation shall be functional during the warranty period.


In **WITNESS WHEREOF**, the parties hereunto set their hands this _____ day of Oct 20 2023, 2023 in Quezon City, Philippines.

LAND REGISTRATION AUTHORITY

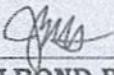
GEODATA SYSTEMS
TECHNOLOGIES, INC.

By:

By:



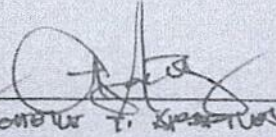
GERARDO PANGA SIRIOS
Administrator



JAMES ELROND B. LAGARE
Managing Director

Signed in the presence of:

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Account manager

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public for and in the above jurisdiction, this
_____ day of DEC 20 2023, personally appeared the following,
presenting credible proofs of identity, to wit:

GERARDO PANGA SIRIOS - Driver's License No. N02-88-094706
Date Issued : July 14, 2032

JAMES ELROND B. LAGARE - PASSPORT No. D7832480B
DATE ISSUED: OCTOBER 12, 2021

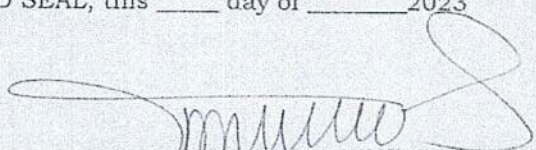
Known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed that of the entities herein represented for the above purpose.

This instrument refers to a Contract for the *ArcGIS Software With Technical Support & Services (1 Lot)* consisting of eight (8) pages including this page wherein the Acknowledgment is written, signed by the parties and the instrumental witnesses on the left margin of each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

WITNESS MY HAND AND SEAL, this DEC 20 2023 day of _____ 2023

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Page No. 69
Book No. XLIX
Series No. 2023


ATTY. DONATO C. MANGUIAT
Notary Public for Quezon City
Commission No. NP-145 (Expired Until Dec. 31, 2023)
IBP No. 260395, January 5, 2023, QC.
PTR No. 4030587-D, January 3, 2023, QC.
Attorney's Roll No. 34845
MCLE VII No. 0019777