



Republic of the Philippines  
**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**  
SRA Compound, Annex II Building Ext.,  
North Avenue, Diliman, Quezon City  
(02) 8928-8741

QF-AFD-QOP04-10  
Rev 00  
August 20, 2024

# **CONTRACT OF AGREEMENT**

**BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING**

**AND**

**MAXIMUM SOLUTIONS CORPORATION**

**FOR THE**

**SUPPLY, DELIVERY, INSTALLATION  
AND/OR CONFIGURATION, AND TESTING  
OF VARIOUS ICT EQUIPMENT AND  
SOFTWARE UNDER THE DIGITAL  
AGRICULTURE PROJECT (SUB-PROJECT:  
ENHANCED FARM-TO-MARKET ROAD  
(FMR) AND AGRI-COMMODITY  
GEODATABASE) (LOT NO. 3)**

**IB NO. 015-24**

# CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with an office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, BALDWIN G. JALLORINA, Ph.D.** hereinafter referred to as the **PROCURING ENTITY**;

- AND -

**MAXIMUM SOLUTIONS CORPORATION**, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 184 San Luis St., Brgy. Tibagan, San Juan City represented herein by its **PRODUCT MANAGER, EGBERTO ESPIRITU SANTO** hereinafter referred to as the **SUPPLIER**.

## WITNESSETH THAT:

**WHEREAS**, the BAFE – Bids and Awards Committee (BAC) initiated the procurement activity for the **Supply, Delivery, Installation and/or Configuration, and Testing of Various ICT Equipment and Software under the Digital Agriculture Project (Sub-Project: Enhanced Farm-To-Market Road (FMR) and Agri-Commodity Geodatabase) (Lot 3)** (referred to as the “**PROJECT**”) with a total approved budget for the contract (ABC) in the amount of **ONE MILLION FORTY FOUR THOUSAND PESOS (PHP 1,044,000.00) FOR LOT NO. 3** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 015-24** with the following details:

Lot No.	Description	ABC (PhP)
3	Supply, Delivery, Installation and/or Configuration, and Testing of Various ICT Equipment and Software under the Digital Agriculture Project (Sub-Project: Enhanced Farm-To-Market Road (FMR) and Agri-Commodity Geodatabase) (Lot 3)	1,044,000.00
<b>Total</b>		<b>1,044,000.00</b>

**WHEREAS**, the public bidding for the **PROJECT** was conducted on November 6, 2024;

**WHEREAS**, after careful evaluation of the proposal and post qualification on the **PROJECT**, the **SUPPLIER** has been found to be **RESPONSIVE** and was declared as the **Single Calculated and Responsive Bidder (SCRB)**.

**WHEREAS**, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 207, Series of 2024** dated the 20th day of December 2024, recommending the award of contract for the **PROJECT** through public bidding to the **SUPPLIER**;

WHEREAS, the SUPPLIER is willing to supply, deliver, and comply with the requirements of the PROCURING ENTITY;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

### I. SCOPE OF CONTRACT

1. The **CONTRACT** and any stipulation or endorsement or addendum, written on or posted herewith shall constitute the entire agreement between the **PROCURING ENTITY** and the **SUPPLIER**;
2. The Technical Specifications, Terms of Reference, Conditions of the Contract, Purchase/Work Orders, Supplemental/Bid Bulletin, and Bid Documents shall be made as an integral part of this contract, hereto attached;

### II. CONTRACT PRICE

1. As consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SUPPLIER** under this contract, the **PROCURING ENTITY** shall pay the **SUPPLIER** the total contract price of **NINE HUNDRED EIGHTEEN THOUSAND PESOS (PHP 918,000.00) FOR LOT NO. 3** for the **PROJECT** detailed as follows; and

ITEM DESCRIPTION/ SPECIFICATION	QTY	UNIT	UNIT COST	TOTAL COST
			(Php)	(PhP)
<b>SUPPLY, DELIVERY, INSTALLATION AND/OR CONFIGURATION, AND TESTING OF VARIOUS ICT EQUIPMENT AND SOFTWARE UNDER THE DIGITAL AGRICULTURE PROJECT (SUB-PROJECT: ENHANCED FARM-TO-MARKET ROAD (FMR) AND AGRI-COMMODITY GEODATABASE) (LOT NO. 3)</b>				
Engineering and Construction Software	6	units	₱ 153,000.00	₱ 918,000.00
<b>Total (Lot 3)</b>				<b>₱ 918,000.00</b>

2. All fees, taxes, and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **SUPPLIER**;

### III. OBLIGATION OF THE PARTIES

1. The **SUPPLIER** shall deliver the goods and services relative to the **PROJECT** within **SIXTY (60) CALENDAR DAYS UPON RECEIPT/CONFORME OF THE NOTICE TO PROCEED (NTP) FOR LOT NO. 3** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** one time payment shall be made upon completion and acceptance of the Supply, Delivery, Installation and/or Configuration, and Testing of Various ICT Equipment and Software and submission of the Delivery Receipt and Sales Invoice subject to existing government accounting rules and regulations;

#### IV. FORCE MAJEURE

1. The **SUPPLIER** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SUPPLIER** informs the **PROCURING ENTITY** in writing of such delay within ten (10) calendar days after the occurrence of the cause of delay. Upon receipt of such notice of delay, the **PROCURING ENTITY** shall promptly ascertain the facts and the extent of the delay. The decision of the **PROCURING ENTITY** shall be binding upon the **SUPPLIER**;
2. No extension of time shall be granted to the **SUPPLIER** if notice of delay is made after the expiration of the 10-day period provided in the preceding paragraph;

#### V. PERFORMANCE BOND

The **SUPPLIER** shall, prior to signing of this Contract, procure and furnish the **PROCURING ENTITY** the **PERFORMANCE BOND** equivalent to thirty percent (30%), if surety bond callable upon demand, or five percent (5%) if cash or cashier/manager's check, bank draft/guarantee or irrevocable letter of credit of the total contract price or any combination of the foregoing proportionate to share of form with respect to the total amount of security. The **PERFORMANCE BOND** shall be posted in favor of the **PROCURING ENTITY**, and shall be forfeited in favor of the latter in the event it is established that the **SUPPLIER** is in default in any of its obligations under the contract. The **PERFORMANCE BOND** may be levied by the **PROCURING ENTITY** without recourse to any judicial action whatsoever. The **PERFORMANCE BOND** shall be released by the **PROCURING ENTITY** to the **SUPPLIER** after the completion and final acceptance of the **PROJECT**;

#### VI. PENALTY CLAUSE

In case the **SUPPLIER** fails to effect the **PROJECT** in accordance with Article IV hereof without any fault on the part of the **PROCURING ENTITY**, an amount equivalent to one-tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted for each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the **SUPPLIER** or levied upon the performance bond;

#### VII. GUARANTY OF MATERIAL AND WORKMANSHIP

The **SUPPLIER** hereby guarantees the project in favor of the **PROCURING ENTITY** against defaults or defects and shall have **at least 1 year Manufacturer's Warranty from the date of acceptance**. The obligation for the warranty for a period of one (1) year shall be covered by, at the **SUPPLIER'S** option, either retention money in the amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price;

#### VIII. ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto shall

be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

**IX. EFFECTIVITY**

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.


**IN WITNESS WHEREOF**, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on \_\_\_\_\_.

Signed, sealed, and delivered by **BALDWIN G. JALLORINA, Ph.D.**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed, and delivered by **MR. EGBERTO ESPIRITU SANTO** of **MAXIMUM SOLUTIONS CORPORATION**

For and on behalf of the

**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**


  
**BALDWIN G. JALLORINA, Ph.D.**  
Director

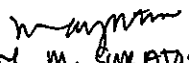
For and on behalf of

**MAXIMUM SOLUTIONS CORPORATION**

  
**EGBERTO ESPIRITU SANTO**  
Product Manager

Signed in the presence of:

  
**ENGR. ARNEL L. TENORIO**  
Engineer IV, BAFE-PPMD  
Signature over printed name

  
**MAY M. SINLATOS**  
Signature over printed name

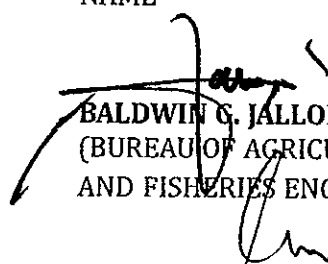
**CERTIFICATION AS TO AVAILABILITY OF FUNDS (CAF):**

  
**KIM P. BARTOLOME**  
Accountant III

ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City ) S.S

BEFORE ME this DEC 27 2024 personally appeared the following contracting parties namely:


NAME	GOVERNMENT-ISSUED IDENTIFICATION	ISSUED ON AND AT
 BALDWIN G. JALLORINA, Ph.D. (BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)	DRIVER'S LICENSE B01-03-057943	MAY 16, 2022
EGBERTO ESPIRITU SANTO (MAXIMUM SOLUTIONS CORPORATION)	PASSPORT P3579345B	OCTOBER 19, 2019 DFA NOR BMT

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of six (6) pages, including this page, which is signed by the parties and their witnesses on each and every page thereof. This refers to the **SUPPLY, DELIVERY, INSTALLATION AND/OR CONFIGURATION, AND TESTING OF VARIOUS ICT EQUIPMENT AND SOFTWARE UNDER THE DIGITAL AGRICULTURE PROJECT (SUB-PROJECT: ENHANCED FARM-TO-MARKET ROAD (FMR) AND AGRI-COMMODITY GEODATABASE) (LOT NO. 3)** under IB NO 015-24 by MAXIMUM SOLUTIONS CORPORATION to the Bureau of Agricultural and Fisheries Engineering.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

Doc. No.: 204  
Page No.: 12  
Book No.: 243  
Series of 2024

  
**NOTARY PUBLIC**  
Notary Public for Makati City  
Until December 31, 2024  
Appointment No. M-115/2023-2024  
Roll of Attorney No. 77746  
MCLE Compliance VUI NO. 0-01393-  
Jan. 03, 2023 Until Apr. 14, 2028  
BER No. 10073945/ Jan.02.2024/Makati City  
IBP No. 330740/ Jan.02.2024/Pasig City  
107 D Bataan St., Guadalupe Nueva, Makati City

