



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**

**MASSIVE INTEGRATED TECH SOLUTIONS INC.**

**FOR THE**

**SUPPLY, DELIVERY, INSTALLATION AND/OR  
CONFIGURATION, AND TESTING OF  
SEMI-EXPENDABLE ICT EQUIPMENT AND ICT  
SOFTWARE SUBSCRIPTION UNDER THE  
DIGITAL AGRICULTURE PROJECT  
(SUB-PROJECT: ENHANCED FARM-TO-MARKET  
ROAD (FMR) AND AGRI-COMMODITY  
GEODATABASE) (LOT 1)**

**IB NO. 01-25**

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 -

**MASSIVE INTEGRATED TECH SOLUTIONS INC.**, a business entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at #23 Columbus St. Vista Verde, Executive Village, Brgy. San Isidro, Cainta, Rizal represented herein by its **SALES MANAGER, MS. IRENE BACACAO** 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 SEMI-EXPENDABLE ICT EQUIPMENT AND ICT SOFTWARE SUBSCRIPTION UNDER THE DIGITAL AGRICULTURE PROJECT (SUB-PROJECT: ENHANCED FARM-TO-MARKET ROAD (FMR) AND AGRI-COMMODITY GEODATABASE) (LOT 1)** (referred to as the "PROJECT") with a total approved budget for the contract (ABC) in the amount of **Four Million Pesos (PHP 4,000,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 01-25** with the following details:

Lot No.	Description	ABC (PhP)
1	Cyber Security Subscription (3 years)	4,000,000.00
Total		4,000,000.00

**WHEREAS**, the public bidding for the **PROJECT** was conducted on February 07, 2025;

**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 **Lowest Calculated and Responsive Bidder (LCRB)**.

**WHEREAS**, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 044, Series of 2025** dated the 16th day of April 2025, 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, Conditions of the Contract, 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 Three Million Eight Hundred Ninety-Nine Thousand Nine Hundred Pesos (PHP 3,899,900.00) for the PROJECT detailed as follows; and

ITEM DESCRIPTION/SPECIFICATI ON	QTY	UNIT	UNIT COST (PhP)	TOTAL COST (PhP)
Cyber Security Subscription (3 years)	1	lot	3,899,900.00	3,899,900.00
Total				3,899,900.00

- 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 from the receipt of the Notice to Proceed 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, and Installation of Various Semi-Expendable Office Furniture and Fixtures 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 **warranty provide 24/7 managed detection and response services to its server farms for at least Three (3) Years.** 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.

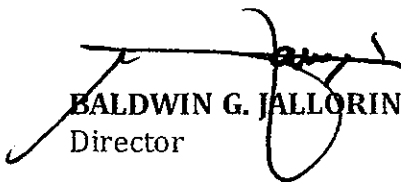
**IN WITNESS WHEREOF**, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on \_\_\_\_\_.

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

Signed, sealed, and delivered by **MS. IRENE BACACAO** of **MASSIVE INTEGRATED TECH SOLUTIONS INC.**

For and on behalf of the

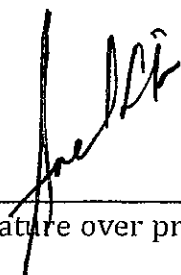
**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**

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

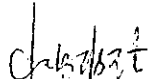
For and on behalf of

**MASSIVE INTEGRATED TECH SOLUTIONS INC.**

  
**MS. IRENE BACACAO**  
Sales Manager

  
\_\_\_\_\_  
Signature over printed name

**Signed in the presence of:**

  
**MA. LORETA BACAYMAT**  
\_\_\_\_\_  
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 11 JUN 2025 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED ISSUED ON AND AT  
IDENTIFICATION

BALDWIN G. JALLORINA, Ph.D.  
(BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING)

MS. IRENE BACACAO.  
(MASSIVE INTEGRATED TECH SOLUTIONS INC.)

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 SEMI-EXPENDABLE ICT EQUIPMENT AND ICT SOFTWARE SUBSCRIPTION UNDER THE DIGITAL AGRICULTURE PROJECT (SUB-PROJECT: ENHANCED FARM-TO-MARKET ROAD (FMR) AND AGRI-COMMODITY GEODATABASE) (LOT 1)** under IB NO 01-25 by MASSIVE INTEGRATED TECH SOLUTIONS INC. to the BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE).

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

Doc. No.: 285  
Page No.: 36  
Book No.: 5411  
Series of 2024

NOTARY PUBLIC  
ATTY. CONCEPCION P. VILLAREÑA  
Until December 31, 2025  
Adm. Matter No. 111 (2024-2025)  
IBP No. 399339 - Roll No. 30457  
PTR No. 5565783 / January 03, 2024 Q.C.  
MCLE No. VII - 0006994 / 09/21/2021  
TIN No. 131-942754