



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

QUANDATICS INC.

FOR THE

**SUPPLY, DELIVERY, INSTALLATION
AND/OR CONFIGURATION OF VARIOUS
ICT REQUIREMENTS FOR BAFE
PERSONNEL FOR CY 2025 (LOT 5)**

IB NO. 03-25

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-

QUANDATICS 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 8th Floor Unit - O Cyber One Building, 11 Eastwood Avenue, Eastwood City Cyber Park, Bagumbayan, District 3, Quezon City 1100 represented herein by its **Account Manager, MS. MARIA ELA TUGAY** hereinafter referred to as the **SUPPLIER**.

WITNESETH THAT:

WHEREAS, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **SUPPLY, DELIVERY, INSTALLATION, AND/OR CONFIGURATION OF VARIOUS ICT REQUIREMENTS FOR BAFE PERSONNEL FOR CY 2025 (LOT 5)** (referred to as the "PROJECT") with a total approved budget for the contract (ABC) in the amount of **One Million Eight Hndred Forty-Four Thousand Pesos (Php 1,844,000.00)** through posting the Invitation to Bid (IB) at PhilGEPS, BAFE website, and bulletin board, based on **IB No. 03-25** with the following details:

Lot No.	Description	ABC (Php)
5	- All-in-one Printer (with 3 sets of Ink) - Computer Monitor - External Hard Drive - Power Station for Devices - QR Printer with Sticker 3 in 1 Document Printer (continuous) - Portable Power Supply (Power Bank)	1,844,000.00
	Total	1,844,000.00

WHEREAS, the public bidding for the **PROJECT** was conducted on April 11, 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 **Single Calculated and Responsive Bidder (SCRB)**.

WHEREAS, the **PROCURING ENTITY** approved **BAFE-BAC Resolution No. 082**, Series of 2025 dated the 4th day of June 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**;

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[Signature]

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 **One Million Eight Hundred Forty Thousand Seven Hundred Fifty-Seven Pesos and Thirty-Four Centavos Only (Php1,840,757.34)** for the **PROJECT** detailed as follows; and

ITEM DESCRIPTION/SPECIFICATION	QTY	UNIT	UNIT COST (Php)	TOTAL COST (Php)
• All-in-one Printer (with 3 sets of Ink) • Computer Monitor • External Hard Drive • Power Station for Devices • QR Printer with Sticker • 3 in 1 Document Printer (continuous) • Portable Power Supply (Power Bank)	1	lot	1,840,757.34	1,840,757.34
Total			-----	1,840,757.34

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 **Ninety (90) Calendar Days from the conforme of the Notice to Proceed (NTP)** at the office address of BAFE;
2. The **PROCURING ENTITY** shall pay the **SUPPLIER** on a one time payment upon completion and acceptance of the Supply, Delivery, Testing, and/or Configuration of Semi-Expendable ICT Equipment for the Data Center subject to submission of the following documents:
 - a. Certificate of Warranty for all equipment; and
 - b. Sales Invoice/Delivery Receipt.

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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 a **warranty at least one (1) year 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 18 JUN 2025.

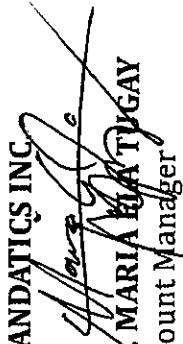
Signed, sealed, and delivered by **BALDWIN G. JALLORINA, Ph.D.**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed, and delivered by **MS. MARIA ELA TUGAY** of **QUANDATICS INC.**
For and on behalf of the

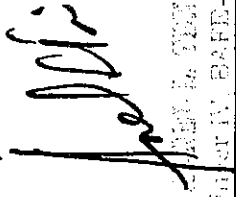
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

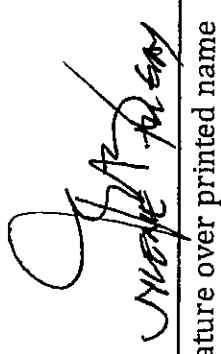

BALDWIN G. JALLORINA, Ph.D.
Director IV

For and on behalf of

QUANDATICS INC.

MS. MARIA ELA TUGAY
Account Manager

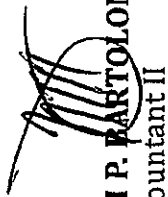
Signed in the presence of:


WITNESS: JAMES E. TEGORIO, BMS,
LAWYER AT W. BAFED-PKMD


Signature over printed name

Signature over printed name

CERTIFICATION AS TO AVAILABILITY OF FUNDS (CAF):


KIM P. PARTOLOME
Accountant II

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME this 18 JUN 2025 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)


MS. MARIA ELITA TUGAY
(QUANDATICS INC.)

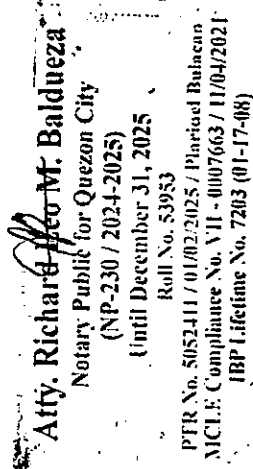
known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

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 OF VARIOUS ICT REQUIREMENTS FOR SAFE PERSONNEL FOR CY 2025 (LOT 5)** under IB NO. 03-25 by QUANDATICS 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.

NOTARY PUBLIC

Doc. No.: SOC
Page No.: 102
Book No.: XXV
Series of 2025


Atty. Richard M. Baldueza
Notary Public for Quezon City
(NP-230 / 2024-2025)
Until December 31, 2025
Roll No. 53953
PTR No. 5052411 / 01/02/2025 / Placed Belacan
MICLE Compliance No. VII - 0007663 / 11/04/2021
IBP Lifetime No. 7203 (01-17-08)



