

**CONTRACT AGREEMENT**  
(CA No. 2024-15)

**KNOWN ALL MEN BY THESE PRESENT:**

THIS AGREEMENT made this 10 DEC 2024 between:

**OFFICE OF THE OMBUDSMAN**, with principal office address at Ombudsman Building, Sen. Miriam P. Defensor-Santiago Avenue, (formerly Agham Road) Diliman, Quezon City, represented by **Hon. SAMUEL R. MARTIRES**, Ombudsman, (hereinafter called "the ENTITY") of the one part,

-AND-

**QUESTECH CO. INC.**, with business address 178 Yakal Street, San Antonio Village Makati City, represented by **Mr. JOEY TARUN**, Account Manager (hereinafter called "the SUPPLIER") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **QN 2024-118-OCT: Negotiated Procurement (Two Failed Biddings) for the Supply, Delivery, Installation, Configuration, Migration, and Testing of Hyperconverged Infrastructure and Backup System for the Office of the Ombudsman** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWELVE MILLION SIX HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN PESOS AND 96/100 (₱12,681,767.96)** (hereinafter called "the Contract Price"), to wit:

Item Description	Total Amount in Figures	Total Amount in Words
<b>Supply, Delivery, Installation, Configuration, Migration and Testing of Hyperconverged Infrastructure and Backup System for the Office of the Ombudsman</b>	<b>₱ 12,681,767.96</b> <i>(Note: This amount inclusive of all applicable government taxes and charges. Also, this is based on the total calculated bid price, as evaluated and corrected for computational errors pursuant to 32.2.3 and 32.2.4 of the 2016 IRR, RA 9184)</i>	Twelve Million Six Hundred Eighty-One Thousand Seven Hundred Sixty-Seven Pesos and 96/100

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and

- iv. Supplemental or Bid Bulletins, if any.
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

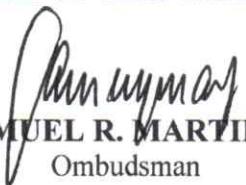
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of **TWELVE MILLION SIX HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN PESOS AND 96/100 (P12,681,767.96)** or such other sums as may be ascertained, **QUESTECH CO. INC.** agrees to the **Supply, Delivery, Installation, Configuration, Migration, and Testing of Hyperconverged Infrastructure and Backup System for the Office of the Ombudsman** in accordance with its Bid.
- 4. The **OFFICE OF THE OMBUDSMAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


**OFFICE OF THE OMBUDSMAN**


  
**SAMUEL R. MARTIRES**  
 Ombudsman

**QUESTECH CO. INC.**

  
**JOEY TARUN**  
 Account Manager

WITNESSES:

  
**James M. Baltes**  
 \_\_\_\_\_  
 (Witness-Office of the Ombudsman)  
 Signature over printed name

  
**ROMMEL T. NISA**  
 \_\_\_\_\_  
 (Witness-Questech Co. Inc.)  
 Signature over printed name

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
City of MAKATI) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this 17 DEC 2024 day of \_\_\_\_\_, personally appeared **Samuel R. Martires**, with Ombudsman ID No. 180062, issued on 15 October 2018 at Quezon City and **Joey Tarun**, with DRIVER'S LICENSE No. D19-11600076 issued on NOV 11, 2021 at \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing statement which they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of three (3) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Doc. No. 372 ;  
Page No. 76  
Book No. 74  
Series of 2024.



Notary Public

**ATTY SHERLUCK JUN C. VILLEGAS**

Notary Public for Makati City  
Appl. No. M-274 until Dec 31 2024  
Unit 3C LTA Building, 118 Perea St.  
Legaspi Village, Makati City  
Roll No. 70942  
IBP No. 323340 / 11-30-2023 / Pasig City  
PTR No. 10074513 / 01-02 2024 / Makati City  
MCL.E Compliance No. VI-0020869/April 14, 2025