

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

JAN 23 2024

This Contract of Agreement made and entered into this ____ day of _____ 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC-EXECUTIVE DIRECTOR, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

INFOBAHN COMMUNICATIONS, INC., a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 2nd Flr., DRB Bldg, 923 Aurora Blvd., Cubao, Quezon City, represented in this Act by its **CEO/President, JOEL JOHN I. BAUTISTA**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** invited Bids for certain goods and ancillary services, particularly **ONE (1) LOT FIREWALL SYSTEM AND LICENSE SUBSCRIPTION (SUPPLY, DELIVERY, INSTALLATION, AND CONFIGURATION)** with **ITB No. 2023-004** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Seven Hundred Eighty Thousand Pesos (P 1,780,000.00)** (hereinafter called "the Contract Price").

WHEREAS, the **SUPPLIER** is engaged in the supply, delivery, installation, and configuration of the firewall system and license subscription and had submitted its bid;

WHEREAS, the opening of bids was held on 21 December 2023, 10:00 a.m. at the Apacible Conference Room A, 3rd Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

WHEREAS, 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.*:

1. Philippine Bidding Documents (PBDs);
 - A. Schedule of Requirements;
 - B. Technical Specifications;
 - C. General and Special Conditions of Contract; and
 - D. Supplemental or Bid Bulletins, if any
2. 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;
3. Performance Security;
4. Notice of Award of Contract; and the Bidder's conforme thereto; and

5. 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.**

WHEREAS, the SUPPLIER passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared for the procurement of a firewall system and license subscription, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the SUPPLIER;

WHEREAS, PCAF issued the Notice of Award to the SUPPLIER on January 2, 2024;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **One Million Seven Hundred Eighty Thousand Pesos (Php 1,780,000.00)** to **INFOBAHN COMMUNICATIONS, INC.** for the procurement of one (1) lot firewall system and license subscription; and
2. Pay the SUPPLIER after completion of the deliverables and receipt of the billing statement;
3. Agrees to strictly follow the SUPPLIER'S protocols and standard procedures; and

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required one (1) lot firewall system with one (1) year license subscription for the total amount of **One Million Seven Hundred Eighty Thousand Pesos (Php 1,780,000.00)**;
2. Must conduct semi-annual Vulnerability Assessment (VA) to be delivered remotely via VPN and during off-business hours;
3. Must assign a dedicated network engineer that will handle the PCAF account who is an expert in the NGFW Appliance operations and management, and is a certified Network Security Expert;
4. Must provide at least a certified Select Partner and specialized in SDWAN of the product being offered with at least five (5) years of experience in providing network infrastructure security administration, management, preventive maintenance, warranty, and technical support services of the product both on public and private organizations;
5. Must provide at least one (1) certified local technical support engineer with Network Security Expert Certification.
6. Bill the PCAF for the firewall system and license subscription; and
7. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the PCAF.

C. GENERAL PROVISIONS

The parties shall mutually agree to perform, fulfill and abide with all the provisions and requirements and on all matters contained or could be reasonably inferred from the Contract.


D. AMENDMENTS


All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of JAN 03 2024 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

INFOBAHN COMMUNICATIONS, INC.
SUPPLIER


JULIETA E. OPUENCIA
OIC - Executive Director


JOEL JOHN I. BAUTISTA
CEO/President

SIGNED IN THE PRESENCE OF:

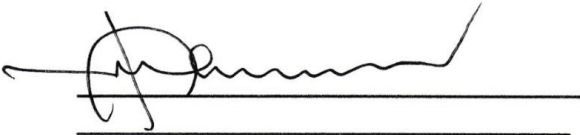

MARISA R. LO
OIC-Chief, AFMD


IAN CARLO PANGAN
Key Account Manager

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱1,780,000-
BS No. 06-101101-202401-026

FUNDS AVAILABLE: ₱1,780,000
Control No. 10-24-01-024


JOSE REDENTOR H. BESENIO
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section


JEODITH T. BRYAN
OIC-Chief, Accounting Section

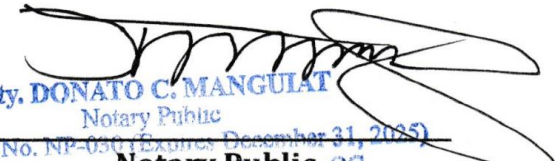
ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.

Before me, Notary Public, for and in _____ this ____ day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
JOEL JOHN I. BAUTISTA	P8266057B	DFA Manila	November 24, 2021

WITNESS MY HAND AND SEAL, on the date and place above written.


Atty. DONATO C. MANGULAT
Notary Public
~~Commission No. NP-050 (Expires December 31, 2025)~~
Notary Public, QC
IBP No. 376988, December 7, 2023
PTR No. 5555056, January 2, 2024, QC
Attorney's Roll No. 34843
MCLE Compliance VI No. 0019777
Issued on May 31, 2022, Valid until March 14, 2025
Mobile No. 913913203279
Office Address: No. 2 Estancia, Brgy. Central, QC

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