

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

FEB 13 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-

SOFTWAREONE PHILIPPINES CORPORATION, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 11th Floor, 6780 Ayala Avenue, Makati, Metro Manila, represented in this Act by its **Business Development Executive, NIKKI M. TUMBAGAHAN**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot software subscription of eleven (11) Zoom business licenses for fiscal year 2024 through PR No. 24-01-009 and was posted in the PhilGEPS for bidding;

WHEREAS, the **SUPPLIER** is engaged in the supply and delivery of Zoom business meeting license subscription and had submitted its quotation;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid; 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 22, 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 HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-FOUR PESOS AND FIFTEEN CENTAVOS (Php 125,124.15)** to **SOFTWAREONE PHILIPPINES CORPORATION** for the procurement of one (1) lot software subscription of eleven (11) Zoom business licenses for fiscal year 2024; and
2. Pay the **SUPPLIER** after completion of the deliverables and receipt of the billing statement;

PCAF-Contract-2024-____

Handwritten signatures and initials on the right margin.

3. Agrees to strictly follow the **SUPPLIER'S** protocols and standard procedures; and
4. Provide a representative available for the details of the Zoom licenses.

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required one (1) lot software subscription of eleven (11) Zoom business licenses for fiscal year 2024 for the total amount of **ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-FOUR PESOS AND FIFTEEN CENTAVOS (Php 125,124.15)** with the following features:

A. Meeting

- Zoom Business - minimum of 11 licenses
- at least 1 year license/subscription
- host up to 300 participants
- single sign on
- recording transcript
- up to 99 users/licenses

B. Chat

- Text, image and audio file sending across desktop, laptop, tablets and mobile
- Availability status, both and desktop or mobile
- Content library for easy sharing
- Group creation for faster collaboration

C. Support

- Technical Support thru ticket, chat or phone
- With reporting user management, admin portal and managed domain features

D. Others

- Assist the PCAF in the overall deployment of the Zoom license
- Provide support whenever PCAF has concerns and inquiries
- List and details of phone and email support, for point of contact of PCAF employees



Additional Features:

- Up to 30 hours/meeting
 - Automated captions
 - Whiteboard: Unlimited boards
 - Storage: 5 GB of cloud recording storage (per license)
 - Team Chat
2. Submit Proof of Entitlement (POE) or document for Zoom Business Subscription Contract;
 3. Bill the **PCAF** for the Zoom business meeting license subscription; and
 4. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. WARRANTY SECURITY

As provided under Section 62.1 of the 2016 revised IRR of RA 9184, the winning bidder is required to post a warranty security for a minimum period of three (3) months, in case of Expendable Supplies, or a minimum period of one (1) year, in case of Non-Expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

The obligation for the warranty shall be covered by retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total contract price. The said amount shall be released after the lapse of the warranty period, or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

D. LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

E. 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.

F. 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 **FEB 13 2024**
day of _____ 2024 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

**SOFTWAREONE PHILIPPINES
CORPORATION**
SUPPLIER


JULIETA E. OPULENCIA
OIC-Executive Director


NIKKI M. TUMBACAHAN
Business Development Executive

SIGNED IN THE PRESENCE OF:

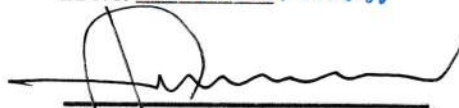

MARISA R. LO
OIC-Chief, Administrative, Financial and
Management Division


JEAN MUNAR
Sales Lead

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 125,124.15
BS No. 02-101101-2024-02-058

FUNDS AVAILABLE: ₱125,124.15
Control No. 1A-24-02-079


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


JEODITH T. DIYAN
OIC-Chief, Accounting Section

ACKNOWLEDGEMENT

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

QUEZON CITY

FEB 13 2024

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
NIKKI M. TUMBAGAHAN	P779 3811 B	NCR Central	October 7, 2021

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

ATTY. RIZAL JOSE F. VALMORES

Notary Public for Quezon City

Adm. Matter No. 103 until Dec. 31, 2024

PTR No. 5091994D/01-02-2024/Q.C.

IBP No. 329024/12-15-2023/Q.C./Roll No. 28435

MCLE No. VII-0030835/09-08-2023

Add; Room 201 Margarita Bldg. No. 28

Matallno St. cor. Masikap Ext, Central Dist., Q.C.

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[Handwritten signatures]