

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this \_\_\_\_ day of \_\_\_\_ 2025 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, 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-

**AGILE TECHFRONTIER CORP.**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 8735 Paseo de Roxas Corner Makati Ave, Bel-Air, Makati City, represented in this Act by its duly authorized representative, **JESSICA LINGAN**, Sales Account Executive, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

**WHEREAS**, the **PCAF** requested the procurement of one (1) lot subscription to fourteen (14) Zoom Business licenses for twelve (12) months through PR No. 24-02-061 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 February 17, 2025;

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

Section 1

SCOPE OF SERVICES

The **SUPPLIER** shall provide the required one (1) lot subscription to fourteen (14) Zoom business licenses for twelve (12) months for the total amount of **TWO HUNDRED SEVENTEEN THOUSAND PESOS (Php 217,000.00)** with the following features:

a. Meeting

- At least 1 year Business license/subscription
- Host up to 300 participants
- Single sign on
- Recording transcript

#### **b. Chat**

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

#### **c. Support**

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

#### **d. Others**


- Assist PCAF in the overall deployment of the Zoom License
- Provide support whenever PCAF has concerned and inquiries
- Details of phone and email support, for point of contact for PCAF employees

#### **Additional Features:**

- AI Companion
- Automated captions
- Whiteboard: Unlimited boards
- SSO, branding, and managed domains
- Storage: at least 5 GB of cloud recording storage (per license)

### **Section 2**

#### **CONTRACT PRICE**



For and in consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, PCAF shall pay the **SUPPLIER** a one-time payment of **TWO HUNDRED SEVENTEEN THOUSAND PESOS (Php 217,000.00)** inclusive of all applicable government taxes and fees for the whole duration of the contract.

### **Section 3**


#### **CONTRACT DURATION**

This Contract shall be effective for a period of **twelve (12) months** commencing on February 24, 2025 and ending on February 24, 2025, unless earlier terminated as provided herein.

### **Section 4**

#### **PAYMENT TERMS**

The total amount of **TWO HUNDRED SEVENTEEN THOUSAND PESOS (Php 217,000.00)** shall be paid as a one-time payment by the PCAF to the Service Provider which is due upon the execution of this Contract or upon delivery of the services as agreed upon.



## Section 5

### RESPONSIBILITIES OF THE SUPPLIER

1. Provide **twelve (12) months** of uninterrupted Zoom business meeting subscription for the **PCAF** office, subject to scheduled maintenance, system upgrades, and force majeure events.
2. Promptly resolve any technical issues or service interruptions promptly upon receiving notice from **PCAF**.
3. Submit Proof of Entitlement (POE) or document for Zoom Business Subscription Contract;
4. Bill the **PCAF** for the Zoom business meeting license subscription; and
5. Acknowledge the receipt of payment by issuing an Official Receipt in the name of **PCAF**.

## Section 6

### RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Allocate and disburse funds in the total amount of **TWO HUNDRED SEVENTEEN THOUSAND PESOS (Php 217,000.00)** to **AGILE TECHFRONTIER CORP.** for the procurement of one (1) lot subscription to fourteen (14) Zoom business licenses for twelve (12) months;
2. Pay the **SUPPLIER** after completion of the deliverables and receipt of the billing statement;
3. Agree to strictly follow the **SUPPLIER'S** protocols and standard procedures; and
4. Provide a representative available for the details of the Zoom licenses.

## Section 7

### TERMINATION OF CONTRACT

Either party may terminate this Contract upon **thirty (30) days written notice** to the other party.

In case of non-compliance or breach of contract, the non-breaching party may terminate this Contract immediately.

## Section 8

### VENUE OF ACTION AND DISPUTE RESOLUTION

Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached, the dispute shall be exclusively brought before the proper courts of Quezon City, Philippines.

## Section 9

### FORCE MAJEURE

Neither party shall be held liable for any failure or delay in the performance of any of its obligations due to force majeure events, such as acts of God, fires, earthquakes, natural disasters, war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

## Section 10

### LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of R.A. No. 9184, the contractor/supplier shall be liable for liquidated damages in the event of a breach of contract.



In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the **PCAF** may rescind or terminate the contract, without prejudice to other available remedies.

The amount of liquidated damages will be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

## Section 11

### OTHER CONDITIONS OF THE CONTRACT

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- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
  - b. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.
  - c. Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.
  - d. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.
- 


MAR 06 2025

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day  
of \_\_\_\_\_ 2025 at Quezon City, Philippines.


PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
PCAF

AGILE TECHFRONTIER CORP.  
SUPPLIER

  
JULIETA E. OPULENCIA  
OIC-Executive Director

  
JESSICA LINGAN  
Sales Account Executive


SIGNED IN THE PRESENCE OF:

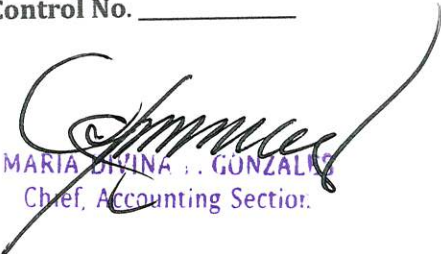
  
MARISA R. LO  
OIC-Chief, Administrative,  
Financial and Management Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 217,500.-  
BS No. 021011012025-03-0122

FUNDS AVAILABLE: 217,000  
Control No. \_\_\_\_\_

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

  
MARIA DIVINA J. GONZALES  
Chief, Accounting Section.

ACKNOWLEDGEMENT

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

MAKATI CITY

MAKATI CITY

MAR 06 2025

Before me, Notary Public, for and in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025 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
JESSICA LINGAN	TIN 333-601-987	Tuguegarao, Cagayan	August 04, 2017

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

Notary Public

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Page No. 16  
Book No. 12  
Series of 2025

ATTY. ROMEO M. MONFORT  
Notary Public, City of Makati  
Until December 31, 2025  
Appointment No. M-032 (2015-2025)  
PTR No. 10466008 Jan. 2, 2025  
IBP No. 468504 Dec. 27, 2013  
MCLE NO. VII-0017570 Roll No. 27532  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City



Handwritten signature