



CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

MAR 24 2025

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-

INFOBAHN COMMUNICATION, INC., a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Fil-American Bldg. La Salle St. Cor. Aurora Blvd., Cubao Quezon City, represented in this Act by its duly authorized representative, **GENEVIEVE M. SOGOCIO**, Customer Service Assistant, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot renewal of network firewall license subscription for one (1) year, through PR No. 25-02-026 and was posted in the PhilGEPS for bidding;

WHEREAS, the **SUPPLIER** is engaged in the supply and delivery of network firewall 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 24, 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 network firewall license subscription for one (1) year for the total amount of **SEVEN HUNDRED NINETY-EIGHT THOUSAND PESOS (Php 798,000.00)** with the following specifications/requirements:

- a. Fortigate 400F 1 Year Unified Threat Protection (UTP)
- b. Intrusion Prevention System (IPS)
- c. Advanced Malware Protection

- Antivirus
- Botnet

- Mobile Malware
- Outbreak Prevention

d. Application Control

- URL
- DNS
- Video Filtering

e. Antispam Service

- Forticare Premium

f. Support

- Technical Support via Phone, Email, Remote and Onsite
- Conduct quarterly on-site Firewall/Security Preventive maintenance activities, which includes the following: system health check, fine-tuning and submit corresponding quarterly report upon completion of activity
- Preventive maintenance activities, which includes the following: system health check, fine-tuning and submit corresponding quarterly report upon completion of activity
- In the event of network equipment failure, the winning bidder / manufacturer is warranted to repair or automatically replace the defective product/s with equivalent or higher specifications at no additional cost/charge to PCAF

Section 2

CONTRACT PRICE

The total contract price is **SEVEN HUNDRED NINETY-EIGHT THOUSAND PESOS (Php 798,000.00) inclusive of all applicable government taxes and fees** for the services provided.

Section 3

CONTRACT DURATION

This Contract is effective for **one (1) year**, unless earlier terminated as provided herein.

Section 4

PAYMENT TERMS

The total amount of **SEVEN HUNDRED NINETY-EIGHT THOUSAND PESOS (Php 798,000.00)** shall be paid as a one-time payment by the PCAF to the Service Provider which is due upon the execution of this Contract and upon delivery of the services as agreed upon.

[Signature]

[Signature]

Section 5

RESPONSIBILITIES OF THE SUPPLIER

1. Provide **one (1) year** of network firewall license 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 network firewall license Subscription Contract;
4. Bill the **PCAF** for the network firewall 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 **SEVEN HUNDRED NINETY-EIGHT THOUSAND PESOS (Php 798,000.00)** to **INFOBAHN COMMUNICATION, INC.** for the procurement of one (1) lot network firewall license subscription for one (1) year;
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 network firewall license.

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

- 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.



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

INFOBAHN COMMUNICATION, INC.
SUPPLIER


JULIETA E. OPULENCIA
OIC-Executive Director


GENEVIEVE M. SOGOCIO
Customer Service Assistant

SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Chief, Planning,
Monitoring and Knowledge Management Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱798,000-
BS No. 061011012025-03-0190

FUNDS AVAILABLE: ₱798,000
Control No. 2025-03-0092


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


MARIA DIVINA GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY MAR 24 2025 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
GENEVIEVE M. SOGOCIO	P3573134C	DFA NCR West	March 15, 2023

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same persons who executed the foregoing Contract Agreement, consisting of ____ () pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

[Signature]
ATTY. MA. CHERIE JANE G. LABANGCO
Notary Public for Quezon City
Valid Until December 31, 2025
PTR No. Notary Public
IBF No. 379759
Roll No. 86127
MCLE Compliance No. VIII-0004513
Valid Until April 14, 2028
Adm. Matter No. NP. 196 (2025-2026)

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Series of 2025

[Signature]

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