REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF AGRARIAN REFORM**Elliptical Road, Diliman, Quezon City

CONTRACT AGREEMENT

No. <u>C-2024-08-0105</u>



THIS AGREEMENT made this ____ day of <u>0 6 AUG 2024</u> 2024 between the **DEPARTMENT OF AGRARIAN REFORM** of Elliptical Road, Diliman, Quezon City, Philippines, hereinafter called "the Entity" of the one part and INFOBAHN COMMUNICATIONS, INC. of 923 Aurora Blvd., La Salle, Silangan, Cubao, Quezon City, Metro Manila, Philippines, hereinafter called "the Service Provider" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the Lease of UTM/Firewall for the Department of Agrarian Reform Central Office CY 2024 for a period of five (5) months and has accepted a Bid by the Service Provider for those goods and services in the sum of Three Hundred Thousand Pesos only (₱300,000.00), inclusive of taxes, hereinafter called "the Contract Price".

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.
- 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 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, if applicable;
- 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 and Warranty Security, if applicable, shall likewise form part of the Contract.

- 3. In consideration for the sum of Three Hundred Thousand Pesos only (₱300,000.00), or such other sums as may be ascertained, INFOBAHN COMMUNICATIONS, INC. agrees to provide Lease of UTM/Firewall for the Department of Agrarian Reform Central Office CY 2024 for a period of five (5) months in accordance with his/her/its Bid.
- 4. The **DEPARTMENT OF AGRARIAN REFORM** 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.

DEPARTMENT OF AGRARIAN REFORM
PROCURING ENTITY

INFOBAHN COMMUNICATIONS, INC. SERVICE PROVIDER

JESRY T. PALMARES

Designated Head of Procuring Entity &

Undersecretary, FASPO

SENEVIEVE SOGOCIO Authorized Representative

Funds Available:

ONOFRE V. VALDEZ

OIC, Accounting Division

01/02 - 10 1101 - 2024 - 08 - 05461

SIGNED IN THE PRESENCE OF:

ARTEMIO L. DUMAOANG

AIRENE CARLOS

Account Manager

ACKNOWLEDGEMENT

Republic of the Philippines Quezon City) S.S.

BEFORE ME. a Notary Public for an in behalf in the above jurisdiction, personally appeared the following:

NAME

ANY GOV'T. VALID ID NO.

DATE/PLACE OF ISSUE

1. JESRY T. PALMARES

TINID: 179-889-996

110 110

2. GENEVIEVE SOGOCIO

Passport: P3573134C

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledgment to me the same is their free voluntary act and deed and the free and voluntary act and deed of the corporation they represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page wherein this Acknowledgement is written and is signed by the parties and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No.

Page No.

Book No.

Series of 2024

NOTARY PUBLIC

ATTY. CONCEPCION P. VILLAREÑA

UNTIL DECEMBER 31, 2025

ADM. MATTER NO. NP-021 (2024-2025)

ROLL NO. 30457 / 05-09-1980

IBP NO. 399899 / JAN. 04, 2024 / QUEZON CITY

PTR NO. 5565783 / JAN. 03, 2024 / QUEZON CITY

MCLE NO. VII-0006994 / 09-21-2021

ASH LETRATO INC. MATALINO ST. COR.

MALAKAS ST. BRGY. CENTRAL DIST. IV Q.C.