



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

03 DEC 2023

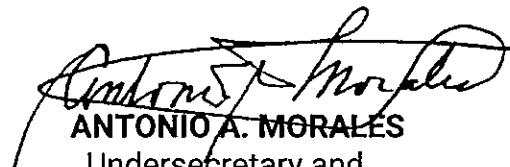
NOTICE TO PROCEED

Maam:

Please be informed that, pursuant to the pursuant to the Notice of Award dated 28 November 2023, signed by the Head of the Procuring Entity, Pronet Systems Integrated Network Solution, Inc. is hereby given this Notice to Proceed for the Contract **Renewal of Cybersecurity Licenses and Warranty** with a total contract price of **Eighteen Million Four Hundred Ninety-Four Thousand Seven Hundred Eighty-Three Pesos and 99/100 (PhP 18,494,783.99) only**, inclusive of all taxes and other lawful charges.

This Notice is being issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act of 2003."

Very truly yours,


ANTONIO A. MORALES
Undersecretary and
Head of the Procuring Entity

Conforme:

Ms. MARY WENCY B. REFUGIO

Representative

Pronet Systems Integrated Network Solutions, Inc.
3rd Floor, Hollywood Square Bldg.

**AGREEMENT FOR THE PROCUREMENT OF RENEWAL OF CYBERSECURITY LICENSES
AND WARRANTY CY 2023**

KNOW ALL BY THESE PRESENTS:

This Agreement for the Procurement of Renewal of Cybersecurity Licenses and Warranty CY 2023 (hereinafter, the AGREEMENT), entered into in QUEZON CITY, Philippines, on 03 DEC 2023, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereinafter, the "PROCURING ENTITY"), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and


PRONET SYSTEMS INTEGRATED NETWORK SOLUTION INC., (hereinafter, the "CONTRACTOR"), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Securities and Exchange Commission (SEC) Certificate of Registration dated 22 January 1997 (ANNEX "A"), with principal address at 3rd Floor Hollywood Square Bldg. #33 West Avenue Quezon City, represented by, **MARY WENCY B. REFUGIO**, who is duly authorized to enter into this AGREEMENT pursuant to its Secretary's Certificate dated 20 November 2023, a copy of which is attached as ANNEX "B" and made an integral part of this AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the Renewal of Cybersecurity Licenses and Warranty CY 2023 and has accepted a bid by the **CONTRACTOR** in the amount of **Eighteen Million Four Hundred Ninety-Four Thousand Seven Hundred Eighty-Three and 99/100 (PhP18,494,783.99)** only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, the parties complied with the relevant requirements of Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act" and Government Procurement Policy Board (GPPB) Rules and Regulations, and entered into this AGREEMENT, pursuant to **BAC Resolution No. SMC-PB-35-2023 dated 28 November 2023**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **Parties** agree as follows:

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1. The definitions included in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) provided in the Philippine Bidding Documents for Procurement of Goods and Services issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
 2. The following documents, including all other documents submitted as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, are

deemed to form and be read and construed as integral parts of this AGREEMENT:

ANNEX A – SEC Registration dated 22 January 1997
ANNEX B – Secretary's Certificate dated 20 November 2023
ANNEX C – BAC Resolution dated 28 November 2023
ANNEX D – Notice of Award dated 28 November 2023
ANNEX E – Bid Form
ANNEX F – Certificate of Availability of Funds
ANNEX G – Technical Specifications
ANNEX H – General Conditions of the Contract
ANNEX I – Special Conditions of the Contract

The CONTRACTOR agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the execution of this AGREEMENT, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this AGREEMENT.

3. The following provisions are inclusion to protect the interests of the Department:
- a. **No Employer-Employee Relationship.** This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being an independent contractor, and the latter's employees, agent, representatives, or subcontractors.
 - b. **Third Party Contracts.** Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the delivery of the goods and services.
 - c. **Amendment.** Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.
 - d. **Waiver of Rights.** No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.
 - e. **Indemnity.** The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity from any and all liabilities, losses, damages, injuries, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Contractor and/or of its employees, agents, representatives, or subcontractor.



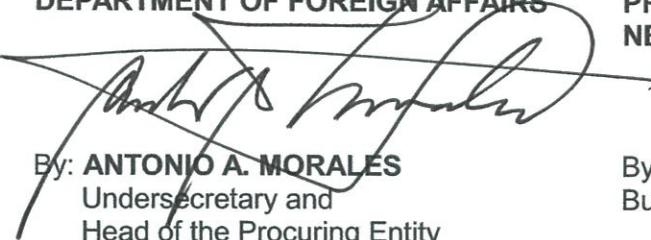
- f. **Force Majeure.** The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.
- g. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contract shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.
- h. **Separability Clause.** The invalidity in whole or in part of any clause in the terms and conditions of this Agreement and its Annexes shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement and its Annexes is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.
- i. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.
- j. **Dispute Resolution and Venue of Action.** The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. If an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI's) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property rights, as may be the subject matter of the dispute. The seat and venue of arbitration and court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of other venues.
- k. **Entire Agreement.** Both Parties acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications, or contracts, oral or written, between the Parties relating to the subject matter hereof.



4. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Terms of Reference/ Technical Specifications (Annex "G").
5. For and in consideration of the performance of services and delivery of goods, the PROCURING ENTITY shall pay the CONTRACTOR the Contract Price within Thirty (30) working days upon delivery of goods and submission of all pertinent documents to the payment process of the project. The terms of payment shall be made in accordance with the Terms of Reference/ Technical Specifications (Annex "G").

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this **AGREEMENT** on 03 DEC 2023, in QUEZON CITY, Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS



By: **ANTONIO A. MORALES**
Undersecretary and
Head of the Procuring Entity

For the Contractor:
**PRONET SYSTEMS INTEGRATED
NETWORK SOLUTION INC.**



By: **MARY WENCY B. REFUGIO**
Business Development Manager Affiant

WITNESSES



By: **MINDARADAT R. MAMAD**
Chief Accountant



By: **ANNIECEL M. ZAMORA**
Business Unit Manager

ACKNOWLEDGEMENT

Republic of the Philippines)
QUEZON CITY) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of **QUEZON CITY**, Philippines, on **DEC 03 2023**, personally appeared Honorable **ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs and **MARY WENCY B. REFUGIO**, duly authorized and designated representative of **PRONET SYSTEMS INTEGRATED NETWORK SOLUTION INC.**, known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Renewal of Cybersecurity Licenses and Warranty CY 2023** which instrument consists of _____ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

| NAME | ID No. | PLACE OF ISSUE | DATE OF ISSUE |
|-----------------------|----------------|-----------------|------------------|
| ANTONIO A. MORALES | D0009237A | DFA Manila | 07 December 2021 |
| MARY WENCY B. REFUGIO | 0033-4418896-0 | SSS-Quezon City | 11 November 2011 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

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Series of 2023



NOTARY PUBLIC
ATTY. RUBEN M. AZANES JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ADM.MATTER NO.NP-025(2023-2024)
PTR NO.4029325/01-05-2023/QC
IBP NO.293181/01-10-2023/QC
MCLE Compliance No. VII-0018605/04-15-2023
TIN:140-394-836-000
Office Address: Agora, Camp Crame, Quezon City
ROLL NO. 46427