



PROJECT: Procurement of Next Generation Firewall License
CONTRACT NO.: 2024c-ICTS3(021)-BII-CB044-C318

CONTRACT

THIS CONTRACT made and entered into this DEC 27 2024 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Information & Communications Technology Service, **ATTY. MARCELINO G. VELOSO III**, as per DepEd Order No. 017. s. 2024 dated 4 December 2024 (hereinafter referred to as “**DEPED**”); and **I-CONNECT SYSTEMS INTEGRATION INC.**, represented herein by its Key Account Manager, **ISAAC SAMUEL A. ESCALANA** with office address at 4780 Warehouse C3 Ortigas Ave. Extension Pasig City, (hereinafter referred to as “**I-CONNECT**”), as per Omnibus Sworn Statement dated November 15, 2024 (hereto attached as Annex “A”).

DEPED and **I-CONNECT** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Procurement of Next Generation Firewall License consisting of **one (1) lot**, and received bids from **one (1)** prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **I-CONNECT** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **I-CONNECT** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS SIX MILLION, EIGHT HUNDRED SIXTY-SIX THOUSAND EIGHTY-NINE AND 00/100 (PhP6,866,089.00) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

Lot No.	Item No.	Item/Description	Quantity	Amount (PhP)
1 Lot	Supply and delivery and Installation of Palo Alto Next Generation Firewall Licenses			6,866,089.00
	Item 1	Premium Support 3-YR Term Renewal	1	
	Item 2	Advance Wildfire Subscription 3-YR Term	1	
	Item 3	Subscription Advance URL Filtering 3-YR Renewal	1	
	Item 4	Threat Prevention Subscription 3-YR Term	1	

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract, words and expressions shall have the same meaning 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 as part of this Contract, viz:
 - Resolution to Award No: 2024c-ICTS3(021)-BII-CB-044 dated November 28, 2024;

I-CONNECT's Witness

ISAAC SAMUEL A. ESCALANA
 I-CONNECT's Authorized Representative

DEPED's Witness

ATTY. MARCELINO G. VELOSO III
 DEPED

Isaac

ISAAC SAMUEL A. ESCALANA

I-CONNECT's Authorized Representative

I-CONNECT's Witness

- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Scope of Work and Technical Specifications; and
 - iv. Bid Bulletin no. 1 dated October 28, 2024
- c. **I-CONNECT's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **I-CONNECT's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **I-CONNECT** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

- 3. **I-CONNECT** shall post a Performance Security within **ten (10)** calendar days from receipt of the NOA by the **I-CONNECT** from the Procuring Entity and shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **I-CONNECT** is in default of any of its obligations under this Contract. **I-CONNECT** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

- 4. The services referred to in this Contract shall be rendered by **I-CONNECT** at the **DEPED CENTRAL OFFICE** within **thirty (30) calendar days** and **One-thousand, ninety-five (1,095) calendar days** from receipt of the **service/user Acceptance testing Report Certificate** or as may be indicated in the **NTP in coordination with DepEd ICTS-TID**.

The complete delivery and installation must be accomplished within **thirty (30) calendar days**, starting from the receipt of the Notice to Proceed (NTP). The three-year subscription, equivalent to **one thousand ninety-five (1,095) Calendar days**, will commence upon the issuance of the **Certificate of Acceptance by the Information and Communications Technology Service - Technology Infrastructure Division (ICTS-TID)**. **I-CONNECT** shall ensure

Michael

MICHAEL ANGEL BRAYAL

DEPED's Witness

Marcelino

ATTY. MARCELINO G. VELOSO III

DEPED

[Handwritten Signature]
ATTY. MARCELINO G. VELOSO III
/ DEPED

[Handwritten Signature]
SEAN MICHAEL AUSEO BRUN
/ DEPED's Witness

[Handwritten Signature]
ISAAC SAMUEL A. ESCALANA
/ I-CONNECT's Authorized Representative

I-CONNECT's Witness

that the required services will be rendered in accordance with Section VI (Schedule of Requirements) of the PBD, as amended by Bid Bulletin No. 1 dated October 28, 2024, which is made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 13 of this contract.

5. **DEPED** shall have the right to visit and and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Scope of Work and Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the **I-CONNECT** to the authorized inspectors at no charge to the Procuring Entity.

6. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation. Prior to and for purposes of inspection, **I-CONNECT** shall ensure convenient access to the goods for inspection. **I-CONNECT** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

Pre-delivery and Pre-Implementation Conference shall be conducted prior to the conduct of inspection of goods by the designated **DEPED** Inspectorate Team, as may be necessary or applicable.

7. The services must conform to and comply with the standards mentioned in Section VII. Scope of Work and Technical Specifications of the Bidding Documents, and must be in accordance with the final inspection as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **I-CONNECT**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

8. In case **I-CONNECT** encounters condition(s) impeding timely delivery of the goods, **I-CONNECT** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension by **I-CONNECT** shall be promptly done in writing as soon as circumstances for such request have become apparent, pursuant to RA No. 9184 and its revised IRR and other relevant issuances. **I-CONNECT** must provide sufficient proof to support any request for work suspension and/or contract period extension. Provided, that such request for work suspension and /or contract period extension shall be subject for approval of **DEPED**. Provided further, that **I-CONNECT** shall be liable for damages in the event that such request be proven to be frivolous or fraudulent.

DEPED accepts no liability for the damage of goods during transit. Risk and title to the goods will not be deemed to have passed to **DEPED** until its receipt and acceptance at the final destination through its authorized receiving personnel.

9. The Contract Price shall be paid to **I-CONNECT** in accordance with the following disbursement procedures:
 - a. One Hundred Percent (100%) of the Contract Price shall be paid to the **I-CONNECT** within **sixty (60)** calendar days after the date of acceptance of the services rendered at the delivery site and upon submission of the following documents:
 - i. Actual value of services rendered based on the schedule of delivery and other relevant terms and conditions of the contract; and;
 - ii. Certification by **I-CONNECT**, as duly approved and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures

I-CONNECT must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [Information and Communications Technology Service – Technology Infrastructure Division (ICTS-TID)] and the Contract Management Division of the Procurement Management Service, Central Office).

10. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the “Data Privacy Act of 2012.” and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
11. Payments shall be subject to the Warranty provision in the form of either retention money in an amount equivalent to one percent (1%) of every progress payment or the Contract Price, or a special bank guarantee in the amount equivalent to one percent (1%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.

I-CONNECT must comply with the standard service level agreement submitted as part of the general requirements. The Special Bank Guarantee shall not contain any deletion, crossingout, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation,

ISAAC SAMUEL A. ESCALANA
I-CONNECT's Authorized Representative

ISAAC SAMUEL A. ESCALANA
I-CONNECT's Witness

MICHAEL ANSOLO
DEPED's Witness

ATTY. MARCELINO G. VELOSO III
DEPED


ATTY. MARCELINO G. VELOSO III
DEPED


ISAAC SAMUEL A. ESCALANA
I-CONNECT's Authorized Representative


I-CONNECT's Witness

superimposition, or alteration affects any material information, or feature of the document

12. **I-CONNECT** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **I-CONNECT**, or collect from any of the securities posted by **I-CONNECT**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
13. **I-CONNECT** shall indemnify **DEPED** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
14. **I-CONNECT** and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. **I-CONNECT** shall hold Proprietary Information in strict confidence. **I-CONNECT** agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.
15. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, without waiving any state privilege granted by law, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004" and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



ATTY. MARCELINO G. VELOSO III

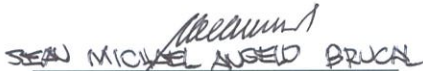
Assistant Secretary
Information & Communications Technology Service
DEPED



ISAAC SAMUEL A. ESCALANA

Key Account Manager
I-CONNECT SYSTEMS
INTEGRATION INC.

SIGNED IN THE PRESENCE OF:


SEAN MICHEL AUSED BRUCAL
DEPED's Witness

BIDDER's Witness

CERTIFIED FUNDS AVAILABLE: \$6,866,089.00


MA. RHUNNAL L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____PASIG CITY_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____PASIG CITY_____, Philippines, this
____ day of DEC 27 2024 2024 personally appeared:

NAME 
ATTY. MARCELINO G. VELOSO III
Assistant Secretary for Information
and Communication Technology
Service
DEPED

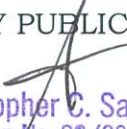
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entity he/she represents.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 431 ;
Page No. 88 ;
Book No. VII ;
Series of 2024.

NOTARY PUBLIC

Christopher C. Sandico
Commission No. 29 (2023-2024)
Notary Public for Pasig, Pateros and San Juan
Until December 31, 2024
27 Duhat St. Valle Verde 1, Brgy. Ugong Pasig City
Roll No. 50321
PTR No. 8141299; 1-21-2022; Pasig City
IBP No. 5326 (lifetime) Rizal

REPUBLIC OF THE PHILIPPINES)
_____PASIG CITY_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____PASIG CITY_____, Philippines, this
____ day of DEC 27 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID



(Number, Issued On, Issued By)

ISAAC SAMUEL A. ESCALANA

Key Account Manager
I-CONNECT SYSTEMS INTEGRATION INC.

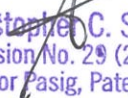
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WITNESS MY HAND AND SEAL on the date and place first above written.

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Doc. No. 470;
Page No. 87;
Book No. VII;
Series of 2024.


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