



2112109

SUPPLY AND DELIVERY AGREEMENT (Purchase Request No. GF-21-01-00055)

KNOW ALL MEN BY THESE PRESENTS

This Agreement entered into by and between:

hereinafter referred to as the "CITY". HON. MA. JOSEFINA G. BELMONTE, in her capacity as City Mayor, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by the laws of the Philippines, with office at Quezon City Hall Compound, QUEZON CITY GOVERNMENT, a local government unit under

-and -

city Mayor

address at 4F Maripola Bldg. 109 Perea Street Legaspi Village, Makati City incorporated under the SANTILLAN hereinafter referred to as the "SUPPLIER". represented CT LINK SYSTEMS, herein by its laws of the Republic of the Philippines with office authorized INC., a corporation representative duly MARLY GRACE organized and

and collectively, as "Parties.") (CITY and SUPPLIER may be referred to individually as a "Party"

RECITAL -

Based) including Installation and Configuration under Project No. GF-21-01-00055 (the 18 November 2021 for the Procurement of Anti-virus with Anti-Ransomware (Cloud WHEREAS, the Bids and Awards Committee conducted a competitive bidding on

declared to be the Lowest Bid as Read; WHEREAS, the SUPPLIER participated in the competitive bidding and was

MARLY GRACE SANTILLAN

qualification stages, and was declared as the Lowest Calculated and Responsive Bid. WHEREAS, the SUPPLIER passed both the detailed evaluation and post

Authorized Representative SUPPLIER; WHEREAS, on E 3 1 2021 the Notice of Award was issued and the

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

work required by the Project, the specifications of which are defined under Section VII. Documents provided herein, the SUPPLIER undertakes to deliver to the CITY the scope of Technical Specifications of the Bidding Documents and the Terms of Reference. Section 1. Deliverables. Pursuant to and in accordance with the Contract





2112109

deemed incorporated in this Agreement, viz.: Section 2 Contract Documents. The following documents shall be read and

- Invitation to Bid;
- Instruction to Bidders
- Bid Data Sheet;
- General Conditions of Contract;
- Special Conditions of Contract:
- Schedule of Requirements
- Technical Specifications;
- Terms of Reference;
- DF==Be€e96 Supplemental Bid Bulletins, if any;
 - Notice of Award;

MA. JOSEFINA G. BELMONTE ✓ ity Mayor

- Bid Form;
- Schedule of Prices;
- Certificate of Availability of Fund (CAF); and
- Performance Security;

Documents" The documents mentioned above shall be collectively referred to as "Contract

commence on required deliverables within one (1) year from issuance of the Notice to Proceed (NTP) to commence on DEC 3 1 2021 and to end on DEC 3 0 2022 Section 3. Delivery Schedule. The SUPPLIER shall deliver to the CITY the and to end on

Million Seven Hundred Thousand Pesos Only (P 9,700,000.00), inclusive of the 12% Value SUPPLIER under this Agreement, the SUPPLIER shall be paid the total amount of Nine Added Tax (VAT) (the "Contract Price"). the deliverables defined herein and the performance of any and Section 4. Contract Price. In consideration of the complete and faithful delivery all obligations of the

delivery of the licenses agreement inclusive of license codes, serial numbers and other related documents. Section 5. Terms of Payment. Payment to the SUPPLIER shall be made upon

MARLY GRACE SANTILLAN

Authorized Representative The CITY likewise reserves the right to validate billing/invoice before payment of fees. complete documentation and deliverables before invoices may be processed for payment The processing of payments will entail the approval by the CITY of the SUPPLIER's

as the Government Procurement Reform Act. with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known Development Authority that may warrant an increase of the Contract Price in accordance exists an extraordinary circumstance as may be determined by the National Economic price adjustment and escalation for the duration of the Agreement until and unless there Section 6. Price Adjustment. The Contract Price shall be fixed and there shall be no





2112109

and economy. It shall observe the highest degree of standards based on industry practice perform the required services and carry out its obligations with all due diligence, efficiency Section 7. Standard of Performance. The SUPPLIER shall, consistent with the TOR,

contract under all applicable laws, issuances and regulations Section 8. Penalties. The SUPPLIER shall be liable for penalty for any breach of

prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws. with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance 1%) of the Contract Price for every day of delay until the Project is completely delivered: liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of)and deliver to the CITY the requirements for the Project defined herein within the delivery essence of this Agreement. In the event the SUPPLIER refuses or fails to completely supply percent (10%) of the Contract Price: Provided, further, that, once the cumulative amount of schedule provided under Section 3 hereof at no fault of the CITY, the SUPPLIER shall be Section 9. Liquidated Damages. It is understood and agreed that time is of the that, the total cumulative amount of liquidated damages shall not exceed ten

MA. JOSEFINA G. BELMONTE

✓ity Mayor

damages are cumulative and not alternative remedies of the CITY under this Agreement. the option of the latter. It is hereby agreed and understood that the assessment of liquidated or from any and all bonds or securities posted by the SUPPLIER in favor of the CITY, at liquidated damages from any amount due or may become due and owing to the SUPPLIER upon written notice to the SUPPLIER, is hereby authorized to deduct any amount due as and enforcement of the liquidated damages provided under Section 8 hereof, the CITY, Section 10. Authority to Deduct Liquidated Damages. For purposes of assessment

represents and warrants to the CITY as follows: Section 11. Representations and Warranties of the Supplier. The SUPPLIER hereby

standing under the laws of the Republic of the Philippines The SUPPLIER is an entity duly organized, validly existing and in good

MARLY GRACE SANTILLAN

Authorized Representative

- pursuant thereto, and to perform and observe the terms and conditions thereof Agreement and all other documents executed, or required or necessary to be executed present business, to own its properties and assets, and to execute and deliver this The SUPPLIER has full legal right, power and authority to carry on its
- All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents the transactions contemplated herein of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all executed, or required or necessary to be executed pursuant thereto and the performance
- to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms This Agreement and all other documents executed, or required or necessary





2112109

- executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not: The execution and delivery of this Agreement and all other documents
- documents, as may be applicable; conflict with its Articles of Incorporation, By-Laws or other constitutive
- by which it or any of its assets is bound; agreement, document, contract, instrument or commitment to which it is a party or default under, or accelerate the either immediately or with the lapse of time or giving of notice or both, result in a conflict with, result in the breach of, or constitute an event which would performance required by, the terms of any
- assets is bound; or order, writ, decree, permit or license to which it is a party or by which any conflict with or require any written consent or approval under any judgment, of its
- any of its assets is bound. document, contract, instrument or commitment to which it is a party or by which require the written consent or approval of any other party to any agreement,

MA. JOSEFÍNA G. BELMONTE

City Mayor

- perform its obligations hereunder. arbitrator or governmental or administrative body or agency that affect the validity or against or directly affecting the SUPPLIER and/or any of its assets before any court, enforceability There are no actions, suits or proceedings existing, pending or, threatened of this Agreement or that would affect the ability of the SUPPLIER to
- adversely affect the carrying out of its obligations under this Agreement No event has occurred and is continuing which might materially and
- with the delivery of the Project It is in compliance with all applicable laws and regulations in connection
- of this Agreement and shall be deemed repeated during the effectivity of this Agreement. Each of the representations and warranties herein shall survive the execution

which may be brought or instituted against them arising out of or resulting from the render them free and harmless from any and all claims, actions, liabilities, losses and suits all its officers, employees, personnel and persons acting as agents or representatives and SUPPLIER's supply, delivery and performance of its obligations under this Agreement Section 12. Indemnification. The SUPPLIER shall indemnify and save the CITY and

MARLY GRACE SANTILLAN

Authorized Representative

an Event of Default under this Agreement Section 13. Events of Default of the Supplier. Any of the following shall constitute

to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal analogous in purpose and effect; (ii) the making of an assignment by the SUPPLIER for SUPPLIER, in any bankruptcy, insolvency, administration, suspension of payment, SUPPLIER or approving its reorganization, winding-up or liquidation, or (v) the lawful or administrative agency or body confirming the bankruptcy or insolvency of the the benefit of its creditors; (iii) the admission in writing by the SUPPLIER of its inability reorganization, bankruptcy, which term shall include: (i) the filing of a petition, by or against the When the SUPPLIER becomes insolvent, or commits or suffers any act of winding-up or liquidation proceeding, or any other





2112109

SUPPLIER; appointment of a receiver or trustee to take possession of, the properties of the

- its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days; When the SUPPLIER suspends or discontinues all or a substantial portion of
- or covenant made under this Agreement Any material breach by the SUPPLIER of any of its warranty, representation

right to: under this Agreement, the CITY may declare the SUPPLIER in default and shall have the Section 14. Consequences of Default. Upon occurrence of any **Events of Default**

2 Terminate this Agreement

MA. JOSEPINA G. BELMONTE

City Mayor

- 6 Call on the Performance Security to answer for any and SUPPLIER's default; and nature suffered bу the CITY resulting or arising all damages of from the
- and enforcement of the CTTY's rights and interests. Take such other steps or actions against the SUPPLIER for the full protection

shall comply with any and all laws, ordinances and regulations of the national and local shall prevail. provisions of this Agreement and those of the applicable laws and regulations, the latter deemed written and incorporated in this Agreement. In case of conflict between any of the pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are government applicable to or binding upon the parties hereto. For this purpose, any and all Section 15. Compliance with Laws, Ordinances and Regulations. The SUPPLIER

Authorized Representative be paid by the prevailing party. court action in order to enforce their respective rights under this way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to party or its successors-in-interest shall be entitled to be indemnified by the other party by Section 16. Indemnities and Attorney's Fees. Should any of the parties resort to Agreement, the prevailing

MARLY GRACE SANTILLAN

and shall be directed as follows: Section 17. Notification. All notices and communications shall be done in writing

CITY

OFFICE OF THE CITY MAYOR

Elliptical Road, Diliman, Quezon City 2nd Floor Finance Bldg, Quezon c/o Bids and Awards Committee Secretariat City Hall Complex,

SUPPLIER 33

4F Maripola Bldg, 109 Perea Street Legaspi Village, CT LINK SYSTEMS, INC Makati City

Page 5 of 7





2112109

parties hereto. Section 18. Effectivity. This Agreement shall be effective upon execution by the

Section 19. Miscellaneous Provisions.

- and agreed upon by mutual consent of the parties. incorporated herein by reference, constitutes the entire agreement between the parties This Agreement may be amended and supplemented in writing at any time as decided This Agreement, including the documents and/or agreements specifically
- inure rights and obligations under this Agreement without the written consent of the CITY. representatives, successors-in-interest, and assigns. The SUPPLIER shall not assign its to the benefit of the b. This Agreement and all documents related thereto shall be binding upon and parties herein and/or their respective heirs, agents,

MA. JOSEFINA G. BELMONTE

City Mayor

- except as herein expressly set forth. no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties c. This Agreement embodies the entire arrangement or agreement of the parties and
- expressly acknowledged by the parties and that they have fully understood the same. provisions of the foregoing Agreement, receipt of a signed copy of which is hereby d. The parties hereby certify that they have read or caused to be read to them all the
- governmental authority. agreements or instruments to which they are a party or any laws or regulations of any as incorporated herein and that such execution, delivery and performance do not and will corporate authority to execute and deliver this Agreement and perform their obligations not contravene any provision of their respective Articles of Incorporation, by-laws, e. The parties hereby represent and warrant that they have the necessary power and
- as valid and binding between the parties validity of this transaction or any other provisions herein which shall then be considered agency of the government to be null and void, the nullity thereof shall not affect the f. If any provision of this Agreement be declared by any court or other authorized
- "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the submitted to arbitration in the Philippines according to the otherwise known as the "Arbitration Law" and RA 9285, ot parties may agree in writing to resort to other alternative modes of dispute resolution. g. Any and all disputes arising from the implementation of this Agreement shall be otherwise provisions of RA 876, known

MARLY GRACE SANTILLAN

Authorized Representative

Agreement on	IN WITNESS
day of	WHEREOF th
DEC	the
LZ02 1 C	parties
	have
, at Q	have hereunto
uezo	set
on City	set their
y, Philip	hands
pin	6
es.	this

QUEZON CITY GOVERNMENT

Ву:

MA. JOSEFINA G. BELMONTE City Mayor

CT LINK SYSTEMS, INC

Ву

MARLY GRACE SANTILLAN
Authorized Representative





SIGNED IN THE PRESENCE OF:

City /	RUBÝ G	Such
Accountant	. MANANO	torrul
	ľď	

City Accounting Department

ACKNOWLEDGMENT

	REPUBLIC OF THE PHILIP
	PINES
} s. s.	

MA. JOSEFINA G. BELMONTE

Acity Mayor

BEFORE ME, a Notary Public for and in DEC 64 1 2021 this

personally appeared:

all known to me and to me known to be the same persons who executed this Agreement, the free and voluntary act and deed of the parties which they respectively represent and they acknowledged to me that the same is their free and voluntary act and deed, and

witnesses, consists of seven (7) pages, including this page on which the acknowledgement is written. I certify that the foregoing Agreement, signed by the parties and their instrumental

MARLY GRAC® SANTILLAN

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

Authorized Representative Page No. Doc. No. 109;

Book No. xx 22;



Series of 2021

Notary Unril December 31, 2021 IBP+RN No. 05331, Quezon City PTR No. 7588226-B / 1-4-2021 Roll No. Attorney's No. 49756 / QC ATTY, CRIST PACULANANG No. 0004852702-05



PROCUREMENT DEPARTMENT Republic of the Philippines

Quezon City Government



PO Number 2112109

Purchase Order

Date:

Procuring Unit : QUEZON CITY INFORMATION TECHNOLOGY DEVELOPMENT DEPARTMENT

Company Name : CT LINK SYSTEMS, INC

Address

: 4F Maripola Building, 109 Perea Street Legaspi Village, Makati City

Business Type : Corporation Registration# A199816891

> PR Number GF-21-01-00055

Procurement Mode of :Public Bidding

Resolution No. TIN Number :201-380-948-000 :21-PB-434

Contact Number :09985965901

Sir/Madam:

Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery :	Place of Delivery: GOEZON CHT INFORMATION LECHNOLOGY DEVELOPMENT		Delivery Schedule :	:nedule : One (1) Year
Payment Term : Credit	Credit				
Stock	ltem	Unit of	QTY	Unit Cost	Amount
-Provision of 24	Provision of 24 \times 7 managed services from the manufacturer for the				

Stock No.	-Provision of 24 : detection and	response of 60 S	inclusive of web	shall include the following:	Monitoring and Detection	□Analysis and Investigation	☑Response and Reporting	- The supplier m	Planning at least twice a year.	- The Provider sh		to help leverage	to help leverage the do	to help leverage levels and assist proactive securit	to help leverage levels and assist proactive securit assistance.	to help leverage levels and assist proactive securit assistance. - The service mu
Item	-Provision of 24 \times 7 managed services from the manufacturer for the detection and	response of 60 Server licenses and 2,000 workstation licenses	inclusive of web reputation security and email security. The service	following:	Detection	vestigation	Reporting	 The supplier must provide Security Health checks and Security 	t twice a year.	 The Provider shall assign a dedicated Technical Account Manager 	to help leverage the deployed security solutions, optimize IT service	in the	proactive security planning and provide crisis management planning			 The service must include Security Planning twice a year.
Unit of Issue																
QTY																
Unit Cost				202												112-0
Amoun																

Total Amount:

9,700,000.00

Total Amount In Words (Pesos): Nine Million Seven Hundred Thousand Pesos Only

MA. JOSEFINA G. BELMONTE

City Mayop

Funds Available:

RUBY G. MANANGU City Accountant



OBR: INT. ana.1-D Densi

Signature Over Printed

Name of Supplier / Date

12-31-

PR Amount: 10,290,000.00

Page 2 of 2



Republic of the Philippines PROCUREMENT DEPARTMENT

Quezon City Government



PO Number

Date:

Procuring Unit : QUEZON CITY INFORMATION TECHNOLOGY DEVELOPMENT DEPARTMENT QUEZON CITY Great Green, Growing Purchase Order

Company Name : CT LINK SYSTEMS, INC

Address

Business Type

PR Number :GF-21-01-00055

:Public Bidding

Mode of

Procurement

; 4F Maripola Building, 109 Perea Street Legaspi Village, Makati City Resolution No. :21-PB-434

: Corporation Registration# A199816891 TIN Number :201-380-948-000

Contact Number

:09985965901

Sir/Madam:

Please furnish this office the following articles subject to the terms and conditions contained here: Place of Delivery:

QUEZON CITY INFORMATION TECHNOLOGY DEVELOPMENT DEPARTMENT Delivery Schedule: One (1) Year

Payment Term: Credit

S. P. G. R. S. S. S. S. G. C. S. J. G. C. S. J. S. C. S. S. C. S. S. C. S. J. S. C. S. S. S. C. S. S. S. C. S.	ı A	No.	- ayııı
Cloud based - 60 Server licenses 2000 workstation licenses Integrated management - must have a unified console for managing multiple products such as Advance Endpoint Protection, Email Gateway, Server Security, Mobile Control Etc.; Integrated threat sandboxing, Anti-malware, Command and Control Blocking, browser exploit protection, application control behavior monitoring, ransomware protection, memory inspection and vulnerability protection. Light weight and optimized security ensures no impact on the device, application or network performance: Updating of endpoints should have the ability to set pre-configured available bandwidth used for both software updating and threat definition updates (e.g. 64, 128, 256 kbps, etc.); Anti-rootkit Detection: Scanning: Advance deep Learning Mechanism: Advance Exploit Prevention/ Mitigation must detect and stop known exploit: Ability to integrate with existing firewall without additional subscription: Use machine learning technology to show prioritized list of the most suspicious files identified by EDR enabled services; Administrative training/ Knowledge Transfer for 5 Pax; Price is VAT inclusive SCOPE OF WORK -Installation and configuration of Cloud Based protection for 60 Servers licenses and 2,000 workstation licenses inclusive of endpoint security, web reputation security, email security, all of which are of	ANTI-VIRUS WITH ANTI-RANSOMWARE (CLOUD BASED)	ltem	ayillelik lelili. Wedin
	License	Unit of Issue	
	ב	QTY	
	9,700,000.00	Unit Cost	
	9,700,000.00	Amount	

MA. JOSEFINA G. BELMONTE

City Mayor

OBR:

Signature Over Printed Name of Supplier / Date

112-31-2025

MARCH CRA

Funds Available:

RUBY G. MANANGU City Accountant

PR Amount:

Page 1 of 2

10,290,000.00

3 4

7

TERMS AND CONDITIONS

- 1 ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM
- 2. item(s) to the ALTERNATE AWARDEE. same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the AWARDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the
- w ANYMANUE SHAIL PICK UP PURCHASE ORGER(S) ISSUED IN ITS TAVOR WITHIN THREE (3) DAYS After receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if be precluded from proposing or submitting a substitute sample. to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect.
- 4 required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
- U same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered
- 0 inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the and accepted by the procuring entity concerned. cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the
- damages, subject to the terms and conditions prescribed under paragraph 4 hereof Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated
- 00 discovered by the Quezon City Government within three (3) months after acceptance of the same, shall be replaced by the Supplier shall guarantee its deliveries to be free from defects. supplier within seven (7) calendar days upon receipt of a written notice to that effect. Any defective item(s)/product(s), therefore that maybe
- 9 All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10 imported equipment purchased should be submitted by the supplier to the Quezon City Government. a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the
- 11 All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations
- 12 Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
- 13 specifications, terms and conditions stipulated Quezon City Government reserves the right to accept or reject delivered articles if found not in conformity to the
- 14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as Integral part hereof.

 This contract shall also serve as Notice to Proceed, to take effect on	to Proceed, to take effect or	DEC 0 1 7071	and to expire on -
CONFORME:			
MARLY GRACE SONJTILLAND	AUTHORIZED REPRESENTATIVE	REPRESENT	STINE 12-31-202)
SIGNATURE OVER PRINTED NAME	IN THE CA	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on behalf of	nd on behalf of	J LINK	CI LINK SYSTEMS, INC.
		COMPANY NAME	YNAME
SUBSCRIBED AND SWORN to before me this day of DEC 3 1 2021 at Quezon City Philippines. Affiant personally known to	day of DEC 3 1 2021 at Q	uezon City _{Phi}	lippines. Affiant personally known to
me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-	nt evidence of identity as defi	ned in the 2004 Ru	les on Notarial Practice (A.M. No. 02-
8-13-SC). Affiants exhibited to me his/her	wi	th his/her photogr	with his/her photograph and signature appearing thereon
with No.			1202
		ATTY.	ATTY, CRIST, PACULANANG

Page No.

× 25 0

Series of Book No.

202