





2211200

SUPPLY AND DELIVERY AGREEMENT SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF PROJECT AURORA: QUEZON CITY GOVERNMENT UNIFIED CCTV COMMAND SYSTEM PHASE 2 OCM(POPS)-22-SSDE-1196

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

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

-and -

FAIRE TECHNOLOGIES, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 49 E. Fernandez St., Brgy. Batis, San Juan City, represented herein by its Vice President for Operations, MR. NORVIN DUKE C. CO, hereinafter referred to as the "SUPPLIER"

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

RECITAL

WHEREAS, the Bids and Awards Committee conducted a competitive bidding on 08 November 2022 for the Supply, Installation, Configuration, Testing and Commissioning of Project Aurora: Quezon City Government Unified CCTV Command System Phase 2 under Project No. OCM(POPS)-22-SSDE-1196 (the "Project");

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

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

WHEREAS, on DEC 2 0 2022 a Notice of Award was issued to the SUPPLIER;

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:

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

NORVIN DUKE C. CO Vice President for Operations









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

- Invitation to Bid; (a)
- Instruction to Bidders; (b)
- Bid Data Sheet; (c)
- (d) General Conditions of Contract;
- Special Conditions of Contract; (e)
- Schedule of Requirements; (f)
- (g) Technical Specifications;
- Terms of Reference (TOR); (h)
- (i) Supplemental Bid Bulletin, if any;
- (j) Bid Form;
- Schedule of Prices; (k)
- Notice of Award; (1)
- Notice to Proceed; (m)
- (n) Obligation Request;
- (o) Certificate of Availability of Fund (CAF);
- Performance Security; and (p)
- Any and all other documents submitted to the City during the course of (q) the procurement process.

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

Section 3.		Schedule. This	Agreement	shall be	effective for	or the period
commencing on _						PPLIER shall
deliver to the CIT	ΓY the require	ed deliverables v	within one h	undred	fifty (150) c	alendar days
from issuance of the Notice to Proceed (NTP).						

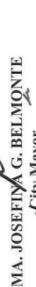
Section 4. Contract Price. In consideration of the complete and faithful delivery of the deliverables defined herein and the performance of any and all obligations of the SUPPLIER under this Agreement, the SUPPLIER shall be paid the total amount of One Hundred Fourteen Million Nine Hundred Ninety Thousand Pesos (P114,990,000.00), Vice President for Operations inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. Payment to the SUPPLIER shall be based on the following schedule:

MILESTONES	PERCENTAGE BILLING (Based on Contract Price)
Upon submission of the Project Implementation Plan	15%
Upon delivery of all major equipment	50%
Upon completion of the project which includes the supply, delivery and installation of patch cables, cameras & accessories, communication box & accessories, and head-end equipment. Project Management (Supervision, Coordination, Mob/Demob), including end-users training and submission of the required documents.	35%
Total	100%



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

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

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

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

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

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

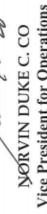
Section 11. Representations and Warranties of the Supplier. The SUPPLIER hereby represents and warrants to the CITY as follows:

- a. The SUPPLIER is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The SUPPLIER has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this

MORVIN DUKE C. CO







PILPINAS

Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government



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Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

- c. 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 executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.
- d. This Agreement and all other documents executed, or required or necessary 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.
- e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:
 - conflict with its Articles of Incorporation, By-Laws or other constitutive documents, as may be applicable;
 - ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;
 - iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or
 - iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.
- f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the SUPPLIER and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the SUPPLIER to perform its obligations hereunder.
- g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.
- h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.
- Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

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









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

- a. When the SUPPLIER becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the SUPPLIER, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the SUPPLIER for the benefit of its creditors; (iii) the admission in writing by the SUPPLIER of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the SUPPLIER or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the SUPPLIER;
- When the SUPPLIER suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;
- Any material breach by the SUPPLIER of any of its warranty, representation or covenant made under this Agreement.

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

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

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

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

NORVIN DUKE C. CO

wis Atienza Abella





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

CITY

OFFICE OF THE CITY MAYOR

c/o Bids and Awards Committee Secretariat

2nd Floor Finance Bldg, Quezon City Hall Complex,

Elliptical Road, Diliman, Quezon City

SUPPLIER

FAIRE TECHNOLOGIES, INC.

49 E. Fernandez St., Brgy. Batis, San Juan City

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

Section 19. Miscellaneous Provisions.

:

a. This Agreement, including the documents and/or agreements specifically 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 and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The SUPPLIER shall not assign its rights and obligations under this Agreement without the written consent of the CITY.

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



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IN WITNESS WHEREOF the part Agreement on day ofDEC 2 2 2022	ies have hereunto set their hands to this , at Quezon City, Philippines
QUEZON CITY GOVERNMENT	FAIRE TECHNOLOGIES, INC.
By:	Ву:
MA. JOSEFINA G. BELMONTE City Mayor	NORVIN DUKE C. CO Vice President for Operations
SIGNED IN THI	E PRESENCE OF:
Juanang,	1/2
RUBY G. MÁNANGU City Accountant	Aris Atienza Abella
ACKNO	WLEDGMENT
REPUBLIC OF THE PHILIPPINES QUEZON CITY }s.s	} s.
	DEC 2 2 2022
BEFORE ME, a Notary Public for and appeared:	TZON CITY, this, personally
Name	Competent Proof of Identity
HON. MA. JOSEFINA G. BELMONTE, in capacity as Mayor of the Local Governmen Quezon City	
MR. NORVIN DUKE C. CO, in his capa the Vice President for Operations of TECHNOLOGIES, INC.	
all known to me and to me known to be the and they acknowledged to me that the same	same persons who executed this Agreement, is their free and voluntary act and deed, and
the free and voluntary act and deed of the par	rties which they respectively represent.

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

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

Doc. No. 401; Page No. 91; Book No. 7 ; Series of 2022



Notary Public for Quezon City
Notarial Commission: NP-178; 7/14/21 to 12/31/22
Roll No. 65268
PTR No. 2445159; 1-5-22
IBP OR No. 197140, 1-7-22
MCLE Compilance No. 6-0026861
TIN: 329-392-954-000
Address: 25 Matalino St., Brgy. Central, Quezon City



PO Number **2211200**

Purchase Order

Date:

DEC 1 9 2022

Procuring Unit

: OFFICE OF THE CITY MAYOR - POPS PLAN

Project Number

:OCM(POPS)-22-SSDE-

1196

Company Name

: FAIRE TECHNOLOGIES, INCORPORATED

Mode of

:Public Bidding

Procurement

Address

: 49 E. Fernandez Street, Brgy. Batis, San Juan City

Resolution No.

:22-PB-502

Business Type

TIN Number

:005-800-713-000

: Corporation Registration #CS200251264

Contact Number

Sir/Madam:

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

Place of Delivery: Office of the City Mayor - Pops Plan

Delivery Schedule : One Hundred Fifty (150) Calendar Days

Payment Term:

Credit

Stock	Item	Unit of	QTY	Unit Cost	Amount
No.		Issue			
1	Project Aurora: QC CCTV Command System Phase 2	Lot	1	114,990,000.00	114,990,000.00
	-5MP Bullet Camera-60m IR Distance with Surge Protector and Micro SD Card (425 Sets)				
	- 2MP PTZ Dome Camera- 18x with Surge Protector and Micro SD Card (118 Sets)				
	- With Network Video Server 200ch Management, 64ch Forwarding [Up to 24 Bays SATA HDD (Max. 10 TB Per Bay)] With Raid 5/6 Function Including HDD (3 Sets)				
	- With 10 TB Hard Disk Drive (32 Sets)				
	- With Remote Communication Box (543 Sets) (COMMBOX- Remote Communication Box with SFP Modules, Patch Cord, 4g Router and 8ports Industrial POE Switch, Automatic Voltage Current Protector, AC Surge Protector)				
	- With Core Switch and Data Cabinet This Includes: -Core Switch, Closed Data Cabinet, Uninterruptible Power Supply, Patch Panels and Accessories (1 Lot)				
	-With PC Workstation Including 22 Inches Monitor and Workstation Console (2 Lots)				
	-With Power Source and Accessories for All Identified Location With Project Installation This Includes: A. Supply, Delivery and Installation of Patch Cables				

MA. JOSEFINA G. BELMONTE City Mayor

AGELL 4 PROVECTY YNIT MANAGER. Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR: W. 2020-12-1940

Approved Budget for the Contract: 115,000,000.00



PO Number

2211200

Purchase Order

Procuring Unit

: OFFICE OF THE CITY MAYOR - POPS PLAN

Project Number

:OCM(POPS)-22-SSDE-

1196

Company Name

: FAIRE TECHNOLOGIES, INCORPORATED

Mode of

:Public Bidding

Address

Procurement

: 49 E. Fernandez Street, Brgy. Batis, San Juan City

Resolution No.

:22-PB-502

TIN Number

:005-800-713-000

Business Type

: Corporation Registration #CS200251264

Contact Number

Sir/Madam:

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

Place of Delivery: Office of the City Mayor - Pops Plan

Delivery Schedule : One Hundred Fifty (150) Calendar

Days

Payment Term:

Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	B. Installation, Termination, Testing and Commissioning of Cameras and Accessories				
	C. Installation, Termination, Testing and Commissioning of				
	COMMBOX and Accessories				
	D. Installation, Termination, Testing and Commissioning of Head-				
	End Equipment			1	
	E. Project Management (Supervision, Coordination, Mob/Demob), Including End-User's Training, Documentation and After- Sales			1	
	Service				
	***See the detailed Technical Specifications in the attached Terms				
	of Reference which will form an integral part of this Purchase Order***				
	****** Nothing Follows ******				

Total Amount:

114,990,000.00

Total Amount In Words (Pesos):

One Hundred Fourteen Million Nine Hundred Ninety Thousand Pesos Only

MA. JOSEFÍNA G. BELMONTE City Mayor

BRIV Signature Over Printed Name of Supplier / Date PROJECTS

Funds Available:

RUBÝ G. MANANGU City Accountant

OBR: WW 2002-12-17740

Approved Budget for the Contract: 115,000,000.00

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TERMS AND CONDITIONS

- 1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
- 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 same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
- AWARDEE shall pick up purchase order(s) issued in its favor 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 the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
- 4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
- 5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR.
- 6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
- 7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
- 8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the Quezon City Government within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
- 9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the Quezon City Government.
- 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. The Quezon City Government reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.

 Provisions contained in Title VI, Book IV of the C Integral part hereof. 	Civil Code of the Philippines on Sales are hereb	y incorporated and made as an
15. This contract shall also serve as Notice to Proc	eed, to take effect onDEC 2 2 2022	and to expire on -
CONFORME:		
ARIV ATIENZA ABELLA	BULINEY UNIT MANAGER	12-22-22
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
me and were identified by me through competent evide 8-13-SC). Affiants exhibited to me his/her	read of identity as defined in the 2004 Rules on	es. Affiant personally known to Notarial Practice (A.M. No. 02-nd signature appearing thereon LIM
Book No. I	PTR No. 2445159; 1-	5-22

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only) Address: 25 Matalino St., Brgy. Central, Calezon City