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CONTRACT AGREEMENT FOR THE EMAIL GATEWAY SECURITY SOLUTIONS (PEZA-HO-2023-03)

This Contract is made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act 7916, as amended, with office address at 10th Floor DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, who is duly authorized, hereinafter referred to as the "**PROCURING ENTITY**",

-and-

CT LINK SYSTEMS, INC., a corporation duly organized and existing under Philippine laws, with office address at the 4th Floor Maripola Bldg., 109 Perea St., Legaspi Village, Makati City, represented herein by its Vice President, **ROSALINA D. NERA**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**".

Collectively "the **Parties**"

PEZA - DTS 1316-2023-00187

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the SUPPLIER submitted a Bid for certain goods and ancillary services, particularly for the **Procurement of Email Gateway Security Solutions (PEZA-HO-2023-03)**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Four Million Two Hundred One Thousand Six Hundred Pesos in Philippine Currency (PHP 4,201,600.00) only,** inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

WHEREAS, on 14 August 2023, the PROCURING ENTITY issued a Notice of Award to the SUPPLIER;

NOW, THEREFORE, the PROCURING ENTITY and the SUPPLIER have agreed on the following terms and conditions:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract, which form part of the Bidding Documents for PEZA-HO-2023-03.

2. 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 integral part of this Contract, viz.:

   i. Philippine Bidding Documents (PBDs);

      a. Schedule of Requirements;
      b. Technical Specifications/Terms of Reference;
      c. General and Special Conditions of the Contract; and
      d. Supplemental or Bid Bulletins, if any.

OFFICE OF THE AUDITOR
RECEIVED BY: _____
DATE/TIME: 10/04/23 4:37

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PHILIPPINE ECONOMIC ZONE AUTHORITY
Unit/Dept.: _____
Date: _____ By: Mary Simonette C. Moral

ii. SUPPLIER'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 SUPPLIER's bidding envelopes, as annexes, and all other documents submitted (e.g., SUPPLIER'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. Notice of Award of Contract and the SUPPLIER's *conforme* thereto; and

iv. Other contract documents that may be required by existing laws and/or the PROCURING ENTITY concerned in the PBDs. **SUPPLIER 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, Variation Orders, and Warranty Security, shall likewise form part of this Contract.**

3. In consideration for the sum of **Four Million Two Hundred One Thousand Six Hundred Pesos in Philippine Currency (PHP 4,201,600.00),** the SUPPLIER agrees to supply the **Email Gateway Security Solution** in accordance with the Terms of the Bidding and this Contract.

4. The PROCURING ENTITY agrees to pay the Contract Price to the SUPPLIER, in accordance with the Terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning Email Gateway Security Solution, upon notice by the PROCURING ENTITY, in accordance with the provisions of the Bid Documents that form part of this Contract.

6. 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 this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.

7. The Parties hereto agree that any court action arising out of this Contract shall be filed exclusively with the proper court in the City of Pasay.

8. This Contract shall take effect upon issuance of the Notice to Proceed and shall remain in full force for the period of three (3) years unless otherwise terminated earlier by the PROCURING ENTITY.

9. Any taxes that may arise out of the execution of this Contract shall be for the sole account of the SUPPLIER.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract this ___ day of _____ 2023 at _____.

RECEIVED BY: OFFICE OF THE AUDITOR
DATE/TIME: 01 Dec 23 4:37

CERTIFIED TRUE COPY
PHILIPPINE ECONOMIC ZONE AUTHORITY
Unit/Dept.:
Date: By: Mary Simonette C. Moral

PHILIPPINE ECONOMIC ZONE AUTHORITY
(Procuring Entity)

CT LINK SYSTEMS, INC.
(Supplier)

By:

TERESO O. PANGA
Director General

By:

ROSALINA D. NERA
Vice President

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 05 OCT 2023, personally appeared **TERESO O. PANGA**, with PEZA ID No. 01000239, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract for the Email Gateway Security Solutions consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 128
Page No. 47
Book No. 1
Series of 2023.

ATTY. CHRISTINE HEIDE A. ROSALES
SC ROLL NO. 63616
NOTARY PUBLIC UNTIL DEC. 31, 2024
IBP LIFETIME MEMBER NO. 012672 QUEZON CITY
PTR NO. [illegible]22; 2.8 2023; MAKATI CITY
3RD FLOOR SALCEDO ONE CENTRE
170 SALCEDO ST., LEGASPI VILLAGE, MAKATI CITY

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PHILIPPINE ECONOMIC ZONE AUTHORITY
Unit/Dept.:
Date: By: Mary Simonette C. Moral

OFFICE OF THE AUDITOR
RECEIVED BY: Dang
DATE/TIME: 10/04/23 1:37

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF MAKATI) S.S.

BEFORE ME, this OCT 05 2023, personally appeared **ROSALINA D. NERA**, with SSS ID No. 03-8402235-1, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract for the Email Gateway Security Solutions consisting of four (4) pages, including this page, signed by the party and her witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

ATTY. GERVACIO S. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2024
IBP No. 05729-Lifetime Member
MCLE Compliance No. VII-0022736
valid until April 14, 2025
Appointment No M-39 (2023-2024)
PTR No. 9563522 Jan. 3, 2023/ Makati
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City

Doc. No. 96
Page No. 21
Book No. XL
Series of 2023.

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PHILIPPINE ECONOMIC ZONE AUTHORITY
Unit/Dept.:
Date: By: Mary Simonette C. Moral