

**CONTRACT FOR LOT 05 OF INFORMATION AND  
COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT  
UNDER  
PURCHASE REQUEST NO. 656-11-2020**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this 22<sup>nd</sup> December 2020 by and between:

**THE PUBLIC ATTORNEY'S OFFICE**, a government agency attached to the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at 5/F DOJ Agencies Building, NIA Road cor. East Avenue, Diliman, Quezon City, Metro Manila, represented in this instance by its Deputy Chief Public Attorney and Authorized Representative, **ATTY. SILVESTRE A. MOSING**, herein referred to as the "**BUYER**",

- and -

**COMMSOURCE SYSTEMS AND INTEGRATED SOLUTIONS INC.**, a business name duly registered under the laws of the Republic of the Philippines, with office address at 62 Ilocos Sur St. Bago Bantay, Brgy. Ramon Magsaysay, Quezon City represented in this instance by its Authorized Representative, **PRUD E. DE LEON**, hereinafter referred to as the "**SELLER**".

**WITNESSETH:**

**WHEREAS**, the **SELLER**, is duly licensed and engaged in the business of selling and information communication technology (ICT) equipment, among others, in the Philippines;

**WHEREAS**, the **BUYER**, is in need of the following ICT equipment, as described in Purchase Request No. 656-11-2020 and Technical Specifications in the Bidding Documents as follows:

ITEM	NO. OF UNITS	MINIMUM SPECIFICATION
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*Jan Moson y. Durman*

*[Signature]*

<p>Anti-virus (Php 546,000.00)</p>	<p>1</p>	<p>1,400 licenses/users</p> <p>Anti-Ransomware Vulnerability Scan Patch Management Phishing Protection Browsing Protection Data Loss Prevention File Activity Monitoring Roaming Platform Asset Management IDS/IPS Protection Web Security and Web Filtering Advanced Device Control Application Control Firewall Protection Email Protection Spam Protection Tune-up</p> <p>Supported OS: Windows, Mac and Linux Enterprise Endpoint Security with United Endpoint Management Console Systems Support and Acceptance: -Onsite installation support. -Minimum of two (2) hours response time, from time receives the concerns through email or phone. -Quarterly visit and maintenance checkup. - Has the capability to update thru vendor's server - Includes setup, installation, configurations and trainings.</p>
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**WHEREAS**, the **PAO-BIDS AND AWARDS COMMITTEE (PBAC)** in its resolution dated 18 December 2020 resolved to recommend to the Head of the Procuring Entity that the award for this contract be granted to the SELLER as the single calculated and responsive bid and after passing the post-qualification;

**WHEREAS**, the Head of the Procuring Entity approved the said recommendation of the PBAC;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and agreements, the parties hereto hereby agree to the following terms and conditions:

*Jan Ardan P. Duran*

*[Signature]*

1. That the **SELLER** agrees to deliver the ICT Equipment described above, to the **BUYER** within fifteen (15) days from receipt of Notice to Proceed;
2. That the **BUYER** after the complete delivery of the aforesaid quantity and quality of the ICT equipment, as described above, shall pay the **SELLER** the amount of **FIVE HUNDRED FORTY-SIX THOUSAND PESOS (546,000.00)**.
3. That the **SELLER** shall guarantee the quality of ICT equipment, as described above delivered for the **BUYER**. When the **BUYER**, before and/or after delivery, finds the quality is not satisfactory, the **BUYER** shall have the right to demand to the **SELLER** replacement of the affected items at no cost to the latter;
4. That a damaged item delivered shall be for the account of the **SELLER** and the **BUYER** has no obligation to accept the same;
5. That it is agreed that the delivery of the aforesaid Photocopiers with Consumables, shall be during office hours at the above-mentioned office address of the **BUYER**;
6. That the **BUYER** shall pay any due bill within a period of thirty (30) days from dated receipt or the billing statement from the **SELLER**;
7. In case of breach of this Contract by the **SELLER** or undue delay due to the fault of the latter, the **BUYER** shall be entitled to payment of liquidated damages from the **SELLER** in the amount of one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion for every day of delay, payable to the National Treasury. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **BUYER** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
8. This Contract is subject to the existing provisions of R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances. All required contract provisions therein are, therefore, hereby adopted and deemed incorporated in this Memorandum of Agreement. If any provision in this Memorandum of Agreement is

*Janet M. Duman*

*[Handwritten signature]*

inconsistent with R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances, the latter shall prevail.

9. This Contract shall take effect this immediately after **SELLER's** receipt of the Notice to Proceed from the **BUYER** and shall expire upon the fulfillment of the terms agreed upon herein;

IN WITNESS WHEREOF, the parties have herewith signed this Agreement in Quezon City, Metro Manila, this 22<sup>nd</sup> December 2020

**PUBLIC ATTORNEY'S OFFICE**

**COMMSOURCE SYSTEMS AND INTEGRATED SOLUTIONS INC.**

**BY:**

**BY:**

*Jan Steven S. Dunuan*  
ATTY. JAN STEVEN S. DUNUAN  
Regional Public Attorney  
**ATTY. SILVESTRE A. MOSING**  
Deputy Chief Public Attorney

*Prud E. De Leon*  
**MS. PRUD E. DE LEON**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

*Marilyn S. Boongaling*  
**MS. MARILYN S. BOONGALING**  
Director II  
Assistant Head, Administrative Service

*Carmela L. Florendo*  
**MS. CARMELA L. FLORENDO**  
Officer-In-Charge  
Supply Section, Administrative Service

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Quezon City ) S.S.

BEFORE ME, for and in Quezon City, personally appeared:

**ATTY. SILVESTRE A. MOSING** PAO I.D. No. 2240-07  
Issued at: Quezon City  
Issued on: January 18, 2007

**MS. PRUD E. DE LEON** License No. : N02-18-020538  
Issued Date : June 19, 2018  
Issued at : Quezon City

*Prud E. De Leon*

who personally acknowledge to me that this Contract for Lease of Photocopiers with Consumables, as described above, consisting of five (5) pages, including this page on which the Acknowledgment was written was voluntarily signed by them without any force, or duress and that this document represents their true and complete agreement therein.

  
**ATTY. DIANA GRACE J. MARIANO**  
Public Attorney I  
Pursuant to R.A. 9406

*Jean Mariano J. Sumana*

