

CONTRACT/AGREEMENT

This Agreement made this _____ day of 21 JAN 2019 by and between:

The **MARITIME INDUSTRY AUTHORITY**, a national government agency created by virtue of the laws of the Philippines, with principal address at Parkview Plaza 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manilare presented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

-and-

The **MASSIVE INTEGRATED TECH SOLUTIONS INC. AND INFOBAHN COMMUNICATIONS INC.- JOINT VENTURE (JV)**, a corporation created and existing by virtue of the laws of the Philippines with principal office located at Unit 1102 Landsdale Tower, Mother Ignacia Street, corner Timog Ave., Brgy. Paligsahan, Quezon City represented herein by in Assistant Managing Director, **RIZAMAE MARAMAG**, hereinafter referred to as "**SUPPLIER**").

WITNESSETH:

WHEREAS, MARINA invited bids for the **Supply, Delivery, Installation, and Configuration of Computer Hardware for the Office Productivity Project (Public Bidding No.: 2018-04)** and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of **Eight Million Eight Hundred Eighty Eight Thousand Eight Hundred Eighty Eight Pesos and Eighty Eight (Php8,888,888.88)**, herein called "**the contract price**".

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Bid Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of the Contract;
 - e. The Special Conditions of the Contract;
 - f. The Notice of Award; and
 - g. Certificate of Availability of Funds.
3. In consideration of the payments to be made by MARINA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with MARINA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The data input shall constitute confidential information and shall be protected and secured by MARINA, in conformity to the Data Privacy Act;

