

## 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;

5. MARINA reserves the right to acquire support or supplemental services from third parties in connection with the modification of the system;
6. All data, records and reports relating to the document management and tracking system, whether in existence or at the execution of the contract thereof shall be treated as the exclusive property of MARINA;
7. The Supplier shall not use, disclose, or transfer to the extent that the Supplier will protect the privacy and legal rights of MARINA's clients;
8. Supplier shall represent to MARINA that Supplier will not be permitted to access Customer data stored or contained in the Products or Supplier's platform, and will not have the ability to manipulate, modify or control such data;
9. MARINA shall have the right to terminate this Contract (together with any related agreements, including licenses and or statement of works) and receive a full refund paid in the event that the Supplier fails to produce an acceptable result;
10. The Supplier agrees to complete the delivery and installation and configuration of goods herein mentioned within sixty (60) calendar days upon receipt of the Notice to Proceed.
11. Payment is within thirty (30) days from issuance of Inspection and Acceptance Report by the MARINA.

IN WITNESS WHEREOF, the parties hereto signed this Contract on this \_\_\_\_\_ day of 21 JAN 2019 at CITY OF MANILA.

MARITIME AUTHORITY INDUSTRY

By:

  
**VADM NARCISO A VINGSON JR**  
Officer-In-Charge  
Office of the Administrator

MASSIVE INTEGRATED TECH  
SOLUTIONS INC.

By:

  
**RIZAMAE MARAMAG**  
Assistant Managing Director

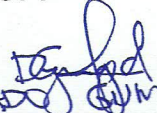
INFOBAHN COMMUNICATIONS, INC.

By:

  
**JOEL JOHN I. BAUTISTA**  
President

SIGNED IN THE PRESENCE OF:

  
**DALMAO R. GERALES JR.**  
Signature over Printed Name

  
**DIOSDADO C. MAPAL III**  
Signature over Printed Name

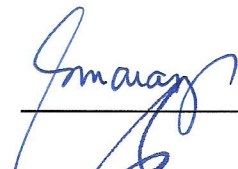
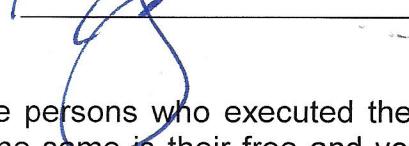


## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

1. RIZAMAE MARAMAG
2. VADM NARCISO A VINGSON JR

  
\_\_\_\_\_  
  
\_\_\_\_\_

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

WITNESS MY HAND AND SEAL on the date and place abovementioned.

DOC. NO. 156 ;  
PAGE NO. 32 ;  
BOOK NO. 2019 ;  
SERIES OF 2019

**ATTY. CLIFF RICHARD E. GENESELA**  
NOTARY PUBLIC CITY OF MANILA TROLL NO. 49006  
Commission No. 2016-07 Issued on Feb 22, 2016 Until Dec. 31, 2019 / Manila  
PTR No. 2011405 Issued on Dec. 23, 2016 Until Dec. 31, 2019 / Manila  
IBP No. 058005 Issued on Dec. 22, 2016 Until Dec. 31, 2019  
MCLE No. V-0017770 Valid From April 13, 2015 Until April 14, 2019  
Office Add: Rm 305, NPC Building Magallanes Drive, Intramuros, Manila

