

CONTRACT/AGREEMENT

This Agreement made this _____ day of 04 MAR 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 its Head of Sales, **KEVIN ROBERT OCHOA**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH:

WHEREAS, MARINA invited bids for the **Supply, Delivery, Installation, Testing and Commissioning of Network Equipment and Structured Cable System (Public Bidding No.: 2018-15)** and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of Nineteen Million Three Hundred Eighty-Eight Thousand Pesos (P19,388,000.00), 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. The SUPPLIER shall submit Project Management Plan Fifteen (15) calendar days upon receipt of Notice to Proceed for the implementation of the proposed solution that is subject for review and approval of the MARINA. The project Management Plan Shall include but not be limited to the following:
 - Scope of Work
 - Project Organization

- Implementation Methodology
 - Project Timeline
 - Communication and Deployment Strategy
 - Capacity Building Program Strategy
4. The SUPPLIER shall submit manufacturer's certification as the distributor or dealer/reseller of the offered product as a requirement for issuance of Certificate of Acceptance.
 5. The SUPPLIER agrees to complete the Supply, Delivery, Installation, Testing and Commissioning of goods within Sixty (60) calendar days from the approval of the Project Management Plan.
 6. The SUPPLIER shall provide one (1) year maintenance support and services to include
 - 12 Hours per day (Monday-Friday) Technical Support
 - Next Business Day Response Time
 - Business Planning and Review
 - Provide Comprehensive Disaster Recovery Procedure
 7. The SUPPLIER shall provide technical support via telephone/fax, on-site assistance to resolve technical and other related problems. Resolution can be delivered in the form of telephone, electronic and/or on-site resolution. It shall refer to a condition wherein the reported problem is resolved by the proponent to the satisfaction of the end-user.
 8. The SUPPLIER shall resolve a problem within twenty-four (24) hours after it was reported by MARINA in any available and fastest means of communications.
 9. The SUPPLIER shall provide four (4) hours response time for hardware and related problems and issues.
 10. The SUPPLIER shall establish procedure on support and problem escalation;
 11. The SUPPLIER shall provide at least two (2) support personnel two (2) months after the acceptance of the project.
 12. The SUPPLIER, within the warranty period, equipment that cannot be repaired within twenty-four (24) hours shall be immediately replaced with a service unit of similar specifications or better.
 13. The SUPPLIER shall guarantee that the entire structured cabling and networks are free from all defective workmanship and materials, and will remain so for the period of:
 - 20-25 Years of Product Warranty from the Cabling Manufacturer of the Product Offered.
 - Minimum Two (2) Years Warranty on Workmanship
 14. Inspection and cleaning of data cabinets, switches, and routers shall be done by the SUPPLIER on a quarterly basis.

15. The SUPPLIER shall provide monthly maintenance for the duration of the warranty period, adequate supply of parts must be readily available.
16. The SUPPLIER shall submit Risk Management Plan prior to MARINA's acceptance. Risk Management Plan shall include the following among others:
 - Step by step procedures to be undertaken during disaster must be clearly identified to avoid loss of data.
 - Retrieval and restoration procedure that includes troubleshooting flowchart shall be incorporated in the plan.
 - Personnel responsible to undertake the plan and procedures shall be identified and drawn up in the Risk Management Plan Organizational Chart.
17. On TRAINING AND TECHNOLOGY TRANSFER
 - The SUPPLIER shall provide advance training for at least four (4) IT Personnel for the Network Equipment/switches, basic trouble shooting for the Structured Cabling and Management of Data Center for at least five (5) days.
 - To ensure that proper maintenance and sustainment an appropriate training shall be conducted by the SUPPLIER as Essential part of Technology Transfer to prepare and equipped MARINA and its personnel in the overall operations and maintenance of its Network Infrastructure.
 - The SUPPLIER shall submit Program of Instruction (POI) detailing all the training activities to be conducted for review, evaluation and approval of MARINA. Hands-on training shall be form part of the training program.
 - Operation and Training manuals shall be provided to each participant.
 - The Training shall be conducted and completed prior the formal turnover and acceptance.
 - All expenses related to training (e.g. venue, meals, equipment, certificate..) shall be borne by the SUPPLIER.
 - Venue of Training shall be determined by the SUPPLIER unless MARINA opted to conduct said training inside MARINA premises.
 - Certificate of Training/s shall be given to all participants.
18. REMOVAL OF DEFECTIVE UNAUTHORIZED WORK
 - Any defective work, whether the result of poor workmanship, defective materials, damaged through carelessness or any other cause, found to exist prior to acceptance, shall be removed immediately and replaced by work and material which shall conform to the approved specifications, or shall be otherwise remedied in an acceptable manner. This clause shall

have full effect regardless of the fact that the work may have been done with the approval of MARINA or its representative.

19. ON INSPECTION AND TESTING

- All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. Any defect in the cabling system installation including but not limited to cable, connectors, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.
 - Submit the corresponding reports of the testing conducted.
20. A certificate of acceptance for any of the bid items shall be issued by MARINA only after completion of the scope of work and compliance to all the requirements.
21. 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;
22. Payment shall be made within thirty (30) days from issuance of Certificate of Acceptance by the MARINA.
23. **FREE AND HARMLESS CLAUSE.** Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws;
24. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;
25. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;
26. **FORCE MAJEURE.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including, but not limited to, unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.
27. **STANDARD ARBITRATION CLAUSE.** "Any controversy or claim arising out of or relating to this agreement, or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of


2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."

28. **VENUE OF ACTION:** "In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only."

IN WITNESS WHEREOF, the parties hereto signed this Contract on this 04 MAR 2019 day of _____ 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:


KEVIN ROBERT OCHOA
Head of Sales

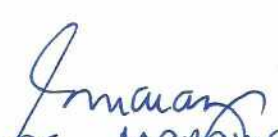
INFOBAHN COMMUNICATIONS, INC.

By:


JOEL JOHN I. BAUTISTA
President

SIGNED IN THE PRESENCE OF:


ARNALDO P. VALLESPIN
Signature over Printed Name


Rhamac Naraymac
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. KEVIN ROBERT OCHOA
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 4 MAR 2019 at
CITY OF MANILA

DOC. NO. 10 ;
PAGE NO. 2 ;
BOOK NO. 44 ;
SERIES OF 251

ATTY. CLIFF RICHARDO E. GENESELA
Notary Public for the City of Manila (Roll No. 10000)
Commission No. 2013-07016 issued on Feb 23, 2013 Until Dec. 31, 2019 / Manila
PTR No. 1211403 issued on Dec. 28, 2016 Until Dec. 31, 2019 / Manila
IBP No. 032003 issued on Dec. 26, 2016 Until Dec. 31, 2019
RDLE No. 11-0017770 Valid From April 15, 2010 Until April 14, 2019
Office Add: 11th St., NPA Building Magallanes Drive, Intramuros, Manila