

## CONTRACT/AGREEMENT

This Agreement made this \_\_\_\_\_ day of DEC 27 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 MARINA building, A. Bonifacio Drive corner 20<sup>th</sup> Street, Port Area, Manila represented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

-and-

The **INTER-ISLAND INFORMATION SYSTEMS, INC.**, a corporation created and existing by virtue of the laws of the Philippines with principal office located at 8<sup>th</sup> Floor, AIC CTR. Bldg., 204 Escolta St. Brgy. 291, Zone 027, Manila represented herein by its Account Manager **MS. WILMA N. VILLANUEVA**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH:

WHEREAS, MARINA invited bids for the **SUPPLY, DELIVERY AND INSTALLATION OF DATA CENTER FACILITY EQUIPMENT, CCTV WITH FACIAL RECOGNITION SURVEILLANCE SYSTEM AND SECURITY DOOR ACCESS SYSTEM FOR THE MARINA CENTRAL OFFICE** (Public Bidding No. 2019-15) and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of Seventeen Million Two Hundred Twelve Thousand Three Hundred Eighty-Six Pesos and 29/100 (P17,212,386.29), 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;
  - g. The Supplemental Bid/Bulletins; and
  - h. Certificate of Availability of Funds.

*Data Center Facility Equipment, CCTV with Facial Recognition  
Surveillance System and Security Door Access System*

3. **OTHER REQUIREMENT.** One (1) year warranty on parts and labor.

4. **DELIVERY SCHEDULE**

1. Seventy-five (75) days upon receipt of the Notice to Proceed (NTP);
2. Deliveries should be made within office hours and on regular working days on or before the stipulated date in the contract unless otherwise specified for valid reason why the same cannot be complied with;
3. MARINA shall impose penalty of 1/10 of 1% of the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days of deliver the units.

5. **INSPECTION AND ACCEPTANCE**

- a. After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by the winning bidder/supplier.
- b. The MARINA shall have the right to reject and return the unit(s) and cancel the corresponding Contract if units delivered are defective, incomplete or noncompliant to the specifications herein specified.

6. **TERMS OF PAYMENT.** The payment shall be done within thirty (30) working days upon submission of complete documents including, delivery, testing and upon issuance of Inspection and Acceptance Report by the authorized/designated representatives of MARINA.

7. **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;

8. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;

9. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;

10. **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.

11. **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."
12. **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 \_\_\_\_\_ day of 27 DEC 2018 at CITY OF MANILA.

MARITIME AUTHORITY INDUSTRY

INTER-ISLAND INFORMATION SYSTEMS, INC.

By:

By:

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

MS. WILMA N. VILLANUEVA  
Account Manager

SIGNED IN THE PRESENCE OF:

RONICO G. BERINGUEL  
Signature over Printed Name

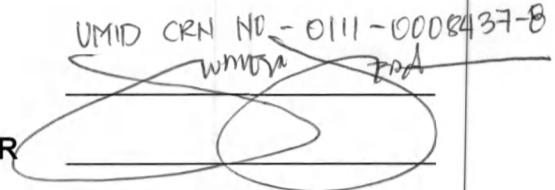
ME JERRY BASH  
Signature over Printed Name

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:

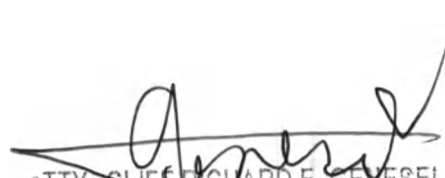
- 1. MS. WILMA N. VILLANUEVA
- 2. VADM NARCISO A VINGSON JR

UMID CRN NO - 0111-0008437-8  


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 27 DEC 2019 at  
CITY OF MANILA

DOC. NO. 708 ;  
 PAGE NO. 42 ;  
 BOOK NO. XLV ;  
 SERIES OF 2019

  
 ATTY. CLIFF RICHARD E. GENESELA  
 NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006  
 Commission No. 2545-079 Issued on Feb 28, 2018 Until Dec. 31, 2019 / Manila  
 PTR No. PA14065 Issued on Dec. 28, 2018 Until Dec. 31, 2019 / Manila  
 ISP No. 120005 Issued on Dec. 28, 2018 Until Dec. 31, 2019  
 MCLE No. VI-0022302 Issued on April 4, 2019  
 Office Add: Rm 305, NPC Building Magallanes Drive, Intramuros, Manila

Data Center Facility Equipment, CCTV with Facial Recognition Surveillance System and Security Door Access System