

CONTRACT/AGREEMENT

This Agreement made this 06 SEP 2019 day of SEP, by and between:

The **MARITIME INDUSTRY AUTHORITY**, a national government agency created by virtue of the laws of the Philippines, with principal address at A. Bonifacio Drive corner 20th Street, Port Area, Manila represented by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

-and-

The **MASSIVE INTEGRATED TECH SOLUTIONS INC.**, 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 by its Assistant Managing Director, **Ms. 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.: 2019-04**) and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of Twelve Million Eight Hundred Ninety-Eight Thousand Pesos (P12,898,000.00) herein called "**the contract price**".

WHEREAS, the procurement of Supply, Delivery, Installation and Configuration of Computer Hardware for the Office Productivity Project is compliant with the Implementing Rules and Regulations of Republic Act (RA) 9184 or the Government Procurement Reform Act;

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.

Rizamae Maramag

3. DELIVERABLES

PARTICULARS	QTY	UNIT
1. Hyper converged server	1	Unit
2. Desktop Computer	70	Units
3. Laptop Computer	30	Units
4. All-In-One Ink Tank Printer (Amount of Bid should not exceed P14,999.99 per unit)	61	Units

4. TECHNICAL SPECIFICATIONS

4.1 HYPERCONVERGED SERVERS

- Single Management Console for all hyperconverged servers and storage
- Must be ready to integrate to a Disaster Recovery Site or Replication Server, and must be able to perform at least Five (5) Minutes Backup, Clone and Restore or must be
- At least one node may be configured for High Availability in any existing or future Hyperconverge setup in MARINA
- The solution must be able to provide a single management platform in managing all infrastructures (Virtual Machine (VM), Servers, Storage and Backup). Any administrator from anywhere can view/access/manage their respective resources.
- The solution must be able to provide role based access to be able to compartmentalize each user from each other and secure the servers of being illegally accessed by other users.
- The hyperconverged platform technology must be able to automatically provision needed computing, memory, storage and network connectivity solution when the need arises.
- It must utilize a hypervisor, bare-metal virtualization solution with centralized management that support core data services such as storage creation, backup, restore, clone and move for multiple locations as its capabilities for future requirements.
- It must be able to provision needed resources in minutes (locally and remotely)
- It must be able to augment its resources by providing additional compute, memory, and storage needs in minutes.

Virtualization functions:

- It must be able to provide a very fast Cloning system that can be done within minutes.
- VM can be considered for cloning, copying or moving
- It must be able to do live clone a running VM without shutdown in less than 5 minutes
- Must have the ability to move remotely a VM with a size of at least 500GB size in less than 5 minutes.
- Remote location or Disaster Recovery means any remote data centre or field office

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Basic hardware features:

- It must utilize SSD for cache and highly used data; at least 8 x 1.92TB SSD per node
- It must utilize x86 platform and must be able to run in single or dual physical processor
- With at least two (2) physical processors per hardware with at least an E5-2620v4 Intel Processor
- With at least a total of 16-Core Processor each node and with at least 8 x 32GB (total of 256GB) of RAM per node
- With at least 8 x 1.92TB (total of 11.52TB) of SSD storage per node
- With at least 2 x 10GbE SFP+ port per node

Failsafe mechanism:

- It must be able to operate w/o interruption even after two (2) concurrent disks failure.
- It must be capable to set up in a High Availability with a minimum of 2 nodes
- It must be able to evacuate a minimum of 1TB VM in the future remote data center to Central Office within 10 minutes.
- It must be able to evacuate any System/VM to and from any location or data center in less than five steps.
- The disruption or turning off of production server must be limited to less than a few minutes during the "moving" procedure.
- It must be able to provide a configurable, effective and reliable Point-In-Time System recovery from system backup images.
- The Point-in-Time recovery must be capable of executing and finishing within 10 minutes.
- It must be configurable and must be tied up to backup capability that can be done in 10 minutes.
- Recovery of full system must also be done within 10 minutes.

Storage Management:

- The storage must be configured with hardware RAID.
- It must provide more value in terms of consuming less space, less power & cooling needs.
- The storage management must be able to work with the built-in inline data deduplication to create at least 10:1 data deduplication efficiency.

Built-in Backup and Restore functionality:

- It must be able to provide a complete backup system solution.
- It must be able to provide a very fast backup system that can be done within minutes.
- At least five (5) minutes for one (1) terabyte of data.
- It must be able to provide at least 10:1 storage efficiency (Virtual Machine (VM) data and backup) by the use of data Deduplication technique. This must cover all of the Data including backup locally.
- Customizable scheduled backup that can be triggered in every minute, hour, day, week or months. With the data efficiency of 10:1, backup should not take a lot of storage space.

Summary

- VM can be considered for cloning, copying or moving to any remote site as long as they are IP reachable.
- It must be able to execute concurrent backup and restoration processes within 1 hour.
- It must be able to cater for capacity to perform up to at least four (4) full back up a day for up to 2TB with an online retention period of one (1) year,
- It must be able to ensure that the backup is 100% restorable.
- It must be able to execute remote full backup.
- It must be able to back up on the VM level and not just a snapshot
- It should be able to back up the whole system and/or VM to a remote site in minutes
- Every backup must be a full backup and not incremental or snapshot.
- It must be able to backup VM to a remote location within 10 minutes.
- It must be able to restore a backup within 10 minutes
- Restoration must be done locally and remotely

Additional Data Efficiency Mechanism:

- It must use an INLINE DATA DEDUPLICATION at all tiers for better performance
- The Inline data deduplication must be a dedicated device that is built-in with the hyper converged platform.
- It must have a built-in Wide Area Network optimization technology to be able to do remote backup, cloning, evacuation and failover within minutes.

5. DESKTOP

- 2.1 Intel Core i7 8thGen
- 2.2 6 cores, 12MB Cache, 3.2 GHz
- 2.3 8GB (2x4GB), DDR4
- 2.4 1TB SATA3HDD
- 2.5 DvD-Super multi drive
- 2.6 Intel HD Graphics
- 2.7 Internal Speakers
- 2.8 Integrated high-definition surroundsound or Manufacturers Standard
- 2.9 LAN: Gigabit Ethernet
- 2.10 IO/Ports:
 - HDMI
 - SD Card Reader
- 2.11 Display : At least 23" LED Monitor
- 2.12 Uninterrupted Power Supply (650 VA)
- 2.13 Pre-loaded with
 - Operating System - Windows 10 pro 64 bit
 - Latest Licensed MS office Word, Excel, Powerpoint)
 - Anti-Virus (Two (2) Years Subscription)

6. LAPTOP

- Intel Core i7 8thGen
- 8GB Memory

Summary

- 1TB 5400 RPM
- 15.6" HD
- 2GB NVIDIA® GeForce® 940MX Dedicated Graphics or equivalent
- 8X DVD-Super Multi
- Ethernet (RJ-45) port and 802.11b/g/n wireless LAN Bluetooth® 4.0"
- Supplied with
 - Laptop bag with sling or backpack (Manufacturer-issued)
- Pre-loaded with
 - Operating System - Windows 10 pro 64 bit
 - Latest Licensed MS office Word, Excel, Powerpoint)
 - Anti-Virus (Two (2) Years Subscription)

7. ALL-IN-ONE INK TANK PRINTER

Print Technology

- Print Method: Inkjet
- Maximum Print Resolution: 5760 x 1440 dpi
- Minimum Ink Droplet Volume: 3 pl
- Control Panel: Mono LCD
- Print Direction: Bi-directional printing, Uni-directional printing
- Nozzle Configuration: 180 nozzles Black, 59 per color (Cyan, Magenta, Yellow)

Print Speed

- Photo Default - 10 x 15 cm / 4 x 6 " *Approx. 69 sec per photo
- Max Photo Draft - 10 x 15 cm / 4 x 6 " *Approx. 27 sec per photo
- Draft, A4 (Black / Color): Approx. 33 ppm / 15 ppm
- ISO 24734, A4 Simplex (Black / Color): Approx. 9.2 ipm / 4.5 ipm

Copy Function

- Reduction / Enlargement: 25 - 400%, Auto Fit Function
- Maximum Copy Size: A4

Copy Speed:

- ISO 29183, A4, Simplex (Black / Color): Approx. 7.7 ipm / 3.8 ipm

Scan Function

- Scanner Type : Flatbed color image scanner
- Optical Resolution: 1200 x 2400 dpi
- Max Document Size: 216 x 297mm (8.5 x 11.7")

Scan Speed:

- Flatbed (Black / Color): 300 dpi: 16 sec / 34 sec
- ADF Monochrome (Simplex / Duplex): 300 dpi: 2.0 ppm
- ADF Color (Simplex / Duplex): 300 dpi: 2.0 ppm

ADF Specifications:

- Support Paper Thickness: 64-95g/m
- Paper Capacity: 30 sheets (64g/m)

Fax Function:

- **Fax Resolution (Black & White):**
 - Standard: 8 pels/mm x 3.85 lines/mm
 - Fine: 8 pels/mm x 7.7 lines/mm
 - Photo: 8 pels/mm x 7.7 lines/mm

Signature

- **Fax Resolution (Color):** Fine: 200 x 200 dpi
Photo: 200 x 200 dpi

Connectivity:

- Standard: USB 2.0 Network: Ethernet
Wi-Fi IEEE 802.11b/g/n
Wi-Fi Direct

Supported OS and Applications:

- Supported OS: Windows XP / Vista / 7 / 8 / 8.1 / 10
Mac OS X 10.6.8 or later

8. ON WARRANTY AND AFTER-SALES SUPPORT

- a. One (1) year on parts, labor;
- b. On-site support shall be provided for the delivered within twenty-four (24) hours from verbal/written notification by the MARINA, with cut-off time at 2:00 pm per working day. Verbal/ written notifications received after 2:00 pm will be addressed by suppliers the following working day;
- c. Within the warranty period, machines that cannot be repaired within forty-eight (48) hours shall be immediately replaced with a service unit of similar specifications or better at no cost to the MARINA.

9. TRANSFER OF TECHNOLOGY

- a. The SUPPLIER must provide a free training program to qualified staff/employee of the Maritime Industry Authority (MARINA) in installation, configuration, administration of all of the deliverables;
- b. Appropriate manuals such as Equipment, User and Operational Manual shall be provided to each participant and written in a simple manner that everybody can understand; and
- c. Training and Technology Transfer should be conducted before final project acceptance.

10. RESPONSIBILITY OF THE SUPPLIER

- a. All installation and configuration must be done inside the MARINA premises. The bidder shall Format hard disk in the manner of 40% for the system disk and 60% data disk;
- b. The SUPPLIER must submit original brochure of all deliverables.

11. **DELIVERY SCHEDULE.** The project shall be completed within a period of sixty (60) days upon receipt of the Notice to Proceed.

12. **TERMS OF PAYMENT.** Payment shall be made within fifteen (15) working days upon issuance of Final Acceptance.

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13. **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.
14. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other.
15. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;
16. **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.
17. **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."
18. **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."

06 SEP 2019

IN WITNESS WHEREOF, the parties hereto signed this Contract on this _____ day of _____ at CITY OF MANILA.

MARITIME AUTHORITY INDUSTRY

MASSIVE INTEGRATED TECH
SOLUTIONS INC.

By:

By:

VADM NARCISO A WINGSON JR

Officer-In-Charge
Office of the Administrator

RIZAMAE MARAMAG

Assistant Managing Director

SIGNED IN THE PRESENCE OF:

EFREN V. SOROL JR.

Director II

Signature over Printed Name

Diosdado D. Cumapal III

Signature over Printed Name

ACKNOWLEDGEMENT

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

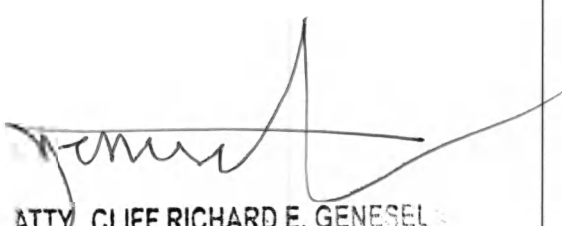
BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

	NAME	GOVT. ISSUED ID
1.	<u>RIZAMAE MARAMAG</u>	<u>Driver's License- NO2-11-01A705</u>
2.	<u>VADM NARCISO A VINGSON JR</u>	<u></u>

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 _____ at
CITY OF MANILA

DOC. NO. 170 ;
PAGE NO. 34 ;
BOOK NO. 211 ;
SERIES OF 2019


ATTY. CLIFF RICHARD E. GENESEAL
NOTARY PUBLIC CITY OF MANILA / ROLL NO. 4900
Commission No. 2018-079 Issued on Feb 28, 2018 Until Dec. 31, 2019
PTR No. 0911405 Issued on Dec. 28, 2018 Until Dec. 31, 2019 / Manila
IBP No. 958005 Issued on Dec. 28, 2018 Until Dec. 31, 2019
MCLE No. VI-0022302 Issued on April 4, 2019
Office Add: Rm. 303, NPC Building Magallanes Drive, Intramuros, Manila

