

CONTRACT/AGREEMENT

25 JUL 2019

This Agreement made this _____ day of _____ 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 20th Street, Port Area, Manila represented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

-and-

The **INTEGRATED COMPUTER SYSTEMS, INC.**, a corporation created and existing by virtue of the laws of the Philippines with principal office located at 3/F Limketkai Bldg., Ortigas Avenue, Greenhills, San Juan, Metro Manila, represented herein by its Sales Account Executive **ANIE JANE M. CAHILIG**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH:

WHEREAS, MARINA invited bids for the Supply, Delivery, Installation and Configuration of Computer Hardware for Various MARINA Information System (**Public Bidding No.: 2019-05**) and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of Seven Million Seven Hundred Twenty-Seven Thousand Ninety-Four Pesos (P7,727,094.00), 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. **OTHER REQUIREMENTS**
 - A. **WARRANTY AND AFTER-SALES SUPPORT**
 1. Warranty as per attached Annex A
 2. 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.

3. 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

B. TRANSFER OF TECHNOLOGY

1. The bidder must provide a free training program to qualified staff/employee of the MARINA in installation, configuration, administration of all of the deliverables.
2. 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.
3. Training and Technology Transfer should be conducted before final project acceptance.

C. RESPONSIBILITY OF THE SUPPLIER

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

4. **TERMS OF PAYMENT.** Payment shall be made within fifteen (15) working days upon issuance of Final Acceptance Report by the authorized/designated representatives of MARINA.
5. **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;
6. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;
7. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;
8. **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.
9. **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."

10. **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."

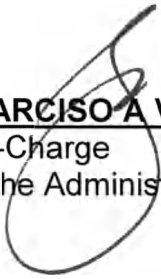
IN WITNESS WHEREOF, the parties hereto signed this Contract on this _____ day of _____ at _____.

MARITIME AUTHORITY INDUSTRY

INTEGRATED COMPUTER SYSTEMS, INC.


By:

By:


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


ANIE JANE M. CAHILIG
Sales Account Executive

SIGNED IN THE PRESENCE OF:



Signature over Printed Name


LADY WIN DEL CA CAHILIG

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. **ANIE JANE M. CAHILIG**



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 _____ at _____
CITY OF MANILA

DOC. NO. 378 ;
PAGE NO. 36 ;
BOOK NO. 211 ;
SERIES OF 2019

ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC CITY OF MANILA, PRC No. 6016
Commission No. 2018-074 Issued on Feb 28, 2018 Until Dec. 31, 2019 / Manila
PTR No. 6011404 Issued on Dec. 28, 2018 Until Dec. 31, 2019 / Manila
IBP No. 953605 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




INTEGRATED COMPUTER SYSTEMS, INC.

3/F Limketkai Building, Ortigas Avenue, Greenhills
 P.O. Box 483 San Juan, Metro Manila 1502 Philippines
 Email: info@ics.com.ph

Tel. No.: 7273801 • 7443000
 Fax No.: 7244273
 Website: www.ics.com.ph

WARRANTY CERTIFICATE

Our company, Integrated Computer Systems, Inc., is committed to honor the Warranty coverage provided for by the product manufacturers as a guarantee of quality and performance. We are therefore extending this guarantee to our customers to ensure that product reliability and service performance continue to meet your needs, requirements, and maintain that high throughput your system is expected to deliver.

The following are the service and support details offering for the **Supply, Delivery, Installation and Configuration of Computer Hardware for Various MARINA Information System.**

Item No.	Equipment	WARRANTY
1	Server - Dell EMC PowerEdge R440	3Yr Dell ProSupport: Next Business Day Onsite Service.
	APC Smart-UPS SRT 2200VA 230V with Rail Kit	3 years for the unit, 2 years for internal battery and 2 years for the railkit.
2	Desktop - Dell Optiplex 3060 SFF Monitor - BenQ VZ2350HM Monitor	1 year parts & labor –Within warranty period, machines that cannot be repaired within 48 hours shall be immediately replace w/ a service unit of similar specifications or better at no cost
3	Laser Printer - Brother HL-L8360CDW Printer	1 year parts & labor – w/in warranty period, machines that cannot be repaired within 48 hours shall be immediately replace w/ a service unit of similar specifications or better at no cost
4	APC NetShelter SX 42U Server Rack Enclosure 600mm x 1070mm w/ Sides Black PN: AR3100	5 Years
	Dell LED KMM, 18.5", 1U, International English Keyboard - DKMMLED185 – 001 with DELL DRMK-77 for Dell only oneU KVM mounting bracket for Dell 185FPM and DKMMLED185 LED KMM Console	3 Years
	CS_AP8853_Rack PDU 2G, Metered, ZeroU, 32A, 230V, (36) C13 & (6) C19	2 Years
5	Storage NAS - QNAP TS-453B-8G with additional Dual-port 1GbE network expansion card	2 Years
	4x SEAGATE 2000GB (2TB) IRONWOLF 5900RPM 64MB ST2000VN004	3 Years

Note: For faster support/resolution, initial troubleshooting guide will be provided thru phone/email within 24 hours upon verbal/written notification of end-user with cut-off time at 2pm. Onsite support shall be provided after further evaluation of the problem and if there are for parts replacement.

Machines that cannot be repaired within 48 hours shall be subject for approval of service unit except for Desktops and Printers.



INTEGRATED COMPUTER SYSTEMS, INC.

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P.O. Box 483 San Juan, Metro Manila 1502 Philippines
Email: info@ics.com.ph

Tel. No.: 7273801 • 7443000
Fax No.: 7244273
Website: www.ics.com.ph

1. Support Personnel: Founded in 1978, ICS today employs more than 200 dedicated people whose efforts made ICS one of the major players in the Philippines' IT Industry.

2. Service Desk contact details:

Tel: 689-5000 (Service Desk Hotline Number), 727-3801 / 722-3000

Monday to Friday, 8:00 AM to 5:00 PM

Email: servicedesk@ics.com.ph

3. Service Center within Metro Manila: ICS has the following Customer Service Centers located in strategic places within Metro Manila to better serve our clients.

Pasig-Ortigas Service Center : #88 P. Antonio St., Barrio Ugong, Pasig City

Makati Service Center : 7/F Antel 2000 Bldg., Valero St., Makati City

4. Dell Hotlines and Email Address:

TollFree/IntToll for Client

ProSupport: 1800 1601 0061 / (604) 6072082

TollFree/IntToll for Enterprise

ProSupport: 1800 1601 0061 / (604) 6072082

Mailbox for Technical Support

SA_TS_LEP_Client_PH@dell.com

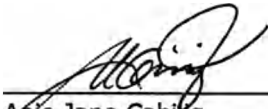
SA_TS_LEP_Enterprise_PH@dell.com

5. Standard Warranty: Please refer to above support coverage.

6. Telephone and Email Support: 8x5 Phone-In and Email Support.

We hope the above information will be helpful in facilitating both our work executions and cultivate between us a meaningful work relationship. Thank you and should you need to verify anything in this regard, please do not hesitate to call us.

AUTHORIZED REPRESENTATIVE:

SIGNATURE	:	
PRINTED NAME	:	Anie Jane Cahilig
POSITION	:	Account Executive
DATE	:	November 11, 2019

