

CONTRACT/AGREEMENT

This Agreement made this _____ day of DEC 11 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 20th Street, Port Area, Manila represented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

-and-

The **UNISON COMPUTER SYSTEMS, INC.**, a corporation created and existing by virtue of the laws of the Philippines with principal office located at 120 E. Rodriguez Jr. Avenue Corner Ortigas Avenue Extension Barangay Ugong, Pasig City, represented herein by its Sales Manager **Mr. CHRISTOPHER C. SY**, 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 -MIDP Program 8-Maritime Innovation and Knowledge Center (Public Bidding No.: 2019-12) and has accepted a bid by the Supplier for the delivery of the goods and services in the amount of Five Million Three Hundred Sixty-Seven Thousand Nine Hundred Eighty-Four Pesos and 32/100 (P5,367,984.32), 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. One (1) year on parts, labor
2. On-site support shall be provided for the delivered within twenty-four (24) hours from verbal/written notification by the END-USER AGENCY, 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.

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3. Within the warranty period, machines that cannot be repaired within twenty-four (24) hours shall be immediately replaced with a service unit of similar specifications or better.
4. Provide service unit, which is equivalent to or higher than the defective unit, in case of pull-out, at no cost to the MARINA.

B. TRANSFER OF TECHNOLOGY

1. The bidder must provide a training program to qualified staff/employee of the Maritime Industry Authority (MARINA) in installation, configuration, administration of all of the deliverables.
2. Appropriate manuals (e.g. Equipment, User, Operational Manuals, etc.) shall be provided to each participant and written in a very simple manner that everybody can understand.
3. Training and Technology Transfer should be conducted before final project acceptance.

C. RESPONSIBILITY OF THE BIDDER

1. 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;
 2. The bidder must submit original brochure of all deliverables.
4. **TERMS OF PAYMENT.** Payment shall be made within thirty (30) 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."

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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

By:

VADM NARCISO A VINGSON JR

Officer-In-Charge
Office of the Administrator

UNISON COMPUTER SYSTEMS,
INC

By:

MR. CHRISTOPHER C. SY

Sales Manager

SIGNED IN THE PRESENCE OF:

Narciso A. Vingson

Narciso A. Vingson

Signature over Printed Name

Eden Marie Lunabas

Signature over Printed Name

MARINA

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:

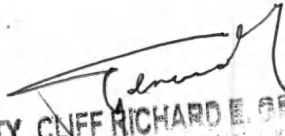
1. CHRISTOPHER C. SY

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 DEC 11 2019 at
~~DEC 11 2019~~

DOC. NO. 319 ;
PAGE NO. 64 ;
BOOK NO. 6211 ;
SERIES OF 2019


ATTY. CLIFF RICHARD E. GENERALA
NOTARY PUBLIC, CITY OF MANILA
Commission No. 2018-079 issued on 7/4/18
PTR No. 0011405 issued on Dec. 28, 2018
ECP No. 050005 issued on Dec. 28, 2018
SCLT No. 12-0000000 issued from April 11, 2018
Office: 401, 2nd Floor, RFP Building, Legaspi Drive, Alibon, Manila