

CONTRACT/AGREEMENT

This Agreement made this _____ day of **JAN 03 2020** 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 **FACILITIES PROTECTION, INC.**, a corporation created and existing by virtue of the laws of the Philippines with principal office located at Suite 410 Cityland Pasong Tamo Tower, 2210 Don Chino Roces Avenue, Brgy. Pio del Pilar, Makati City represented herein by its Account Manager **JO AN VILLARIN**, hereinafter referred to as "**SUPPLIER**".

WITNESSETH:

WHEREAS, MARINA invited bids for the **SUPPLY, DELIVERY AND INSTALLATION OF WALK-THROUGH METAL DETECTOR AND X-RAY BAGGAGE SCANNER FOR THE MARINA CENTRAL OFFICE**(Public Bidding No.: 2019-16)and has accepted a bid by the Supplier for the delivery of the goods and services in the amountof One Million Nine Hundred Thirty Thousand Fifty Pesos and 15/100 (P1,930,050.15),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.

*Supply, Delivery and Installation of Walk-Through
Metal Detector and X-Ray Baggage Scanner*

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

4. DELIVERY SCHEDULE

- a. One hundred (100) days upon receipt of the Notice to Proceed (NTP);
- b. 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; and
- c. 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 to 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 JAN 03 2020 at MAKATI CITY.

MARITIME AUTHORITY INDUSTRY

FACILITIES PROTECTION, INC.

By:

By:

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

MS. JO-AN VILLARIN
 Account Manager

SIGNED IN THE PRESENCE OF:

RONICO G. BERINGHEL
 Signature over Printed Name

CARMELA DAWN MABAGOL
 Signature over Printed Name

ACKNOWLEDGEMENT

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


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

- 1. MS.JO AN VILLARIN _____
- 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 **JAN 03 2020** at _____
~~MAKATI CITY~~

DOC. NO. 320 ;
PAGE NO. 61 ;
BOOK NO. 73 ;
SERIES OF 2019


ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-87- UNTIL DEC. 31, 2020
ROLL NO. 48348 / MCLE COMPLIANCE NO. VI-0022250/4-4-2019
IBP O.R No.706762-LIFETIME MEMBER JAN. 29, 2007
PTR No.8117512- JAN 02, 2020 - MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR., JUPITER ST. MAKATI CITY

Supply, Delivery and Installation of Walk-Through
Metal Detector and X-Ray Baggage Scanner