

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is executed on _____ at _____, by and between:

MARITIME INDUSTRY AUTHORITY, a government agency created and existing by virtue of Presidential Decree No. 474, with principal office address at A. Bonifacio Drive corner 20th Street, Port Area, Manila, as represented by its Officer-In-Charge, **VADM ROBERT A EMPEDRAD AFP (Ret)**. (hereinafter called "MARINA");

and

MICROBASE, INC. JV IDEYATECH, INC. having its principal place of business at Casmer Building, 195 Salcedo Street, Legaspi Village, Makati City, Philippines (hereinafter called "SUPPLIER").

WITNESSETH:

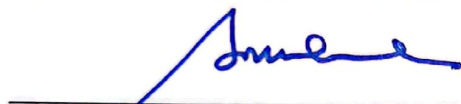
WHEREAS, pursuant to Republic Act No. 9184, The **MARINA** invited bids for the Supply, Delivery, Installation and Configuration of Blockchain Enabled Automated Certification System ("PROJECT") and has accepted the bid of the **SUPPLIER** as the single calculated responsive bidder in the sum of **TWENTY-NINE MILLION EIGHT HUNDRED FIFTY THOUSAND PESOS ONLY (PHP 29,850,000.00)** ("CONTRACT PRICE").

Article 1.	1.1 Contract Documents The following documents shall constitute the Contract between MARINA and the SUPPLIER, and each shall be read and construed as an integral part of the Contract: (a) This Contract Agreement (b) Bid Documents (c) Special Conditions of the Contract (d) General Conditions of the Contract (e) Technical Requirements (f) The Supplier's Bid Form (g) Other relevant document pertaining to the bid of the Supplier (h) Performance Security 1.2 Order of Precedence (Reference GCC Clause 2) In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above and all the other Contract Documents listed in Article 1.1 above. 1.3 Definitions (Reference GCC Clause 1) Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the Conditions of Contract.
Article 2 Contract Price	2.1 Contract Price (Reference GCC Clause 1.1(b) and GCC Clause 9)


and Terms of Payment	MARINA hereby agrees to pay to the SUPPLIER the CONTRACT PRICE in consideration of the performance by the SUPPLIER of its obligations under the Contract as specified in the Bid Form, submitted through competitive bidding held on November 19, 2021.
Article 3. Warranty and Technical Specifications	<p>Each party represents and warrants to the other that it has the power and authority to enter into this Agreement and to fully perform its respective obligations hereunder, in accordance with GCC Clause 17 and technical specifications.</p> <p>In consideration of the payments to be made by MARINA, the SUPPLIER hereby covenants to provide the goods and services and to remedy any defects therein conforming in all aspects in accordance with the provisions of the Conditions of the Contract.</p> <p>The SUPPLIER shall exercise due care and diligence in the execution of this Agreement and shall save MARINA from any loss or injury to persons or damage to property arising from any delay, default or negligence on the part of supplier in the performance of any undertaking described in the Agreement subject to insurance coverage to be purchased by SUPPLIER to cover MARINA.</p>

IN WITNESS WHEREOF MARINA and the SUPPLIER have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.


For and on behalf of the **MARITIME INDUSTRY AUTHORITY**



VADM ROBERT A EMPEDRAD AFP (Ret)
 Administrator, MARINA

In the Presence of:



Aswina P. ARBOLON

For and on behalf of the Supplier: **MICROBASE, INC. JV IDEYATECH, INC.**


JORGE PASICOLAN
 Group Sales Manager, Microbase Inc.


ALLAN C. TAN
 CEO/PRESIDENT, IDEYATECH, INC.

In the Presence of:


MERLIE SUAREZ
 Office Sales Assistant

ACKNOWLEDGEMENT

Republic of the Philippines)
City of CITY OF MAKATI, S.S.
DEC 29 2021

BEFORE ME, this _____ day of _____, 20____, in the City of CITY OF MAKATI personally appeared **VADM ROBERT A EMPEDRAD AFP (Ret)**, Administrator, Maritime Industry Authority, with ID No. _____ issued at _____ and **JORGE R. PASICOLAN** with Non-Professional Driver's License No, N01-98-232142 valid until March 4, 2024, known to me to be the same persons, who executed the foregoing instrument, and they acknowledged to me that the same are their free acts and deeds. This instrument, consisting of 5 pages, including this page on which this acknowledgement is written, have been signed on the margin of each and every page thereof by **VADM ROBERT A EMPEDRAD AFP (Ret)** and **JORGE R. PASICOLAN**, and their instrumental witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, month, year and place above written.

ATTY. JOSHUA P. LAPUZ

Notary Public, Makati City

NOTARY PUBLIC

Appointment No. M-66 (2020-2021)

PTR No. 8521012 Jan. 4, 2021 / Makati

IDP Lifetime No. 04897 Roll No. 45790

MCLE Compliance No. VI-0016565

G/F Fedman Bldg., 199 Salcedo St.

Legaspi Village, Makati City

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