

**CONTRACT FOR THE PROCUREMENT OF SEAFARERS' IDENTITY  
DOCUMENT (SID) AND SEAFARER'S RECORD BOOK (SRB) SOFTWARE  
AND HARDWARE SUPPORT AND MAINTENANCE FOR SIX (6) MONTHS**

This **CONTRACT** is made and executed this 4th day of AUGUST  
2023 at the City of Manila, Philippines, by and between:

the **MARITIME INDUSTRY AUTHORITY (MARINA)**, a government agency established under Presidential Decree No. 474 with principal office address at the MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila, represented herein by its **Administrator, Atty. HERNANI N. FABIA**, hereinafter referred to as the **"PROCURING ENTITY"**;

-and-

**FMC RESEARCH SOLUTIONS, INC. – NEC PHILIPPINES INC. JOINT VENTURE** are private corporations established under existing laws of the Republic of the Philippines, with office address at No. 2, Ideal Street, Barangay Addition Hills, 1550 Mandaluyong City, Metro Manila and 7<sup>th</sup> Floor Paseo de Roxas Building Makati City, Metro Manila, respectively, represented herein by NEC President, **Ms. Sherlyn Omalin** as authorized signatory for the joint venture hereinafter referred to as the **DIRECT SUPPLIER**.

**WITNESSETH:**

**WHEREAS,**

1. The **PROCURING ENTITY** is desirous to **procure Seafarers' Identity Document (SID) and Seafarer's Record Book (SRB) Software and Hardware Support and Maintenance** for six (6) months to commence upon acceptance of the MARINA proposal, signed and acknowledged between MARINA and the bidder, in accordance with Section 50(c) of Republic Act (RA) No. 9184 otherwise known as the "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations (IRR);
2. Section 50(c) of RA 9184 provides that **Direct Contracting** may be resorted to for those goods sold by an exclusive dealer or manufacturer, which does not have sub-dealers selling at lower prices and for which *no suitable substitute can be obtained at more advantageous terms to the Government*;
3. Section 50, Rule XVI of the 2016 Revised IRR of RA 9184 provides that "Direct Contracting or single source procurement is a *method of procurement of goods that does not require elaborate Bidding Documents*. The supplier is simply asked to submit a price quotation or a pro-forma invoice together with the conditions of sale. The offer may be accepted immediately or after some negotiations;
4. Item V.A.2 of the 2016 Revised IRR of RA 9184 stipulates the following procedures:
  - 4.1. The Bids and Awards Committee (BAC) shall prepare the Request for Quotation (RFQ) or pro-forma invoice together with the terms and conditions of sale, and shall send the same to the identified direct supplier;
  - 4.2. Simplified negotiations on the terms and conditions of the contract may be conducted by the BAC to ensure that the supplier is technically, legally and financially capable to deliver the goods at the most advantageous price and contract for the Government;
  - 4.3. The BAC shall recommend to the Head of Procuring Entity (HOPE) the award of contract in favor of the supplier. Award of contract shall be made in accordance with Section IV(L) of this Guidelines;
5. The aforementioned procedures have been duly observed and complied with as stipulated under BAC Resolution No. 2023-82A, series of 2023;



6. Based on the said Resolution, the BAC resolved to approve and award the herein subject procurement to and in favor of the **DIRECT SUPPLIER**

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties herein have agreed and stipulated, as follows:

#### **ARTICLE I. DEFINITION**

1. The following words and phrases shall have the following meaning for the purpose of this Contract:
  - 1.1. **Contract** means this agreement entered into by and between PROCURING ENTITY and the DIRECT SUPPLIER;
  - 1.2. **Contract Price** means the price payable to the DIRECT SUPPLIER under this Contract for the full and proper performance of its contractual obligations herein stipulated;
  - 1.3. **Notice to Proceed** is a written notice issued by the PROCURING ENTITY to the DIRECT SUPPLIER requiring the latter to commence work related to the supply and delivery of goods being procured not later than the specified date.

#### **ARTICLE II. CONTRACT DOCUMENTS AND ELIGIBILITY REQUIREMENTS**

1. The following documents shall be deemed to form and be read and construed as part of this Contract, to wit:
  - 1.1. Request for Quotation (RFQ) hereto attached as **Annex "A"**;
  - 1.2. Price Quotation dated 10 July 2023 from the Direct Supplier hereto attached as **Annex "B"**; and,
  - 1.3. BAC Resolution No. 2023-82A, series of 2023 hereto attached as **Annex "C"**.
2. This Contract shall include all such incidental items, although not specifically mentioned herein, that can be reasonably inferred as being required and/or necessary for its completion as if such items were expressly mentioned herein.

#### **3. ELIGIBILITY REQUIREMENTS**

1. To qualify, bidders may be anyone (1) of the following:
  - 1.1. Duly licensed Filipino citizen/sole proprietorship.
  - 1.2. Partnership duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
  - 1.3. Corporation duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
  - 1.4. Cooperatives duly organized under the laws of the Philippines; and
  - 1.5. Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract. Provided, however, that Filipino ownership or interest of the JV shall be at least sixty percent (60%).
  - 1.6. For Goods, valid joint venture agreement, (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the proposal, stating that they will enter into and abide by the provisions of the JVA in the event that the proposal is successful.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016



Revised IRR of RA 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

## 2. Other Significant Qualifications

- 2.1. The service provider must have implemented a previous support project certified by ILO as whitelisted under the International Labour Organization's (ILO) revised Seafarers' Identity Documents (SID) Convention, 2003 (ILO Convention No. 185).
- 2.2. As part of bid submission, bidders must submit the following:
  - 2.1.1 Notarized Technical Support Certification by the Core Software & Hardware Provider of the current SID-SRB system
  - 2.1.2 Certificate of Exclusive Distributorship from Core Software Provider of the current SID-SRB system
  - 2.1.3 Certificate of Exclusive Distributorship from the various critical hardware providers of the current SID-SRB system modules namely: Biometric Servers, Storages & Other Front-end & Back-end Machines (ABIS, INVESTIGATION, and ADMIN), ID and Booklet Personalization & Inventory Machines (PERSO & Inventory), Quality & Issuance (QC & ISSUANCE), (SID Printer with Chip Reader /Fargo), (SRB Printer /Sury's).
  - 2.1.4 Certification of Certified Technicians issued by the critical non-commercial HW manufacturers on the ABIS, PERSO & Inventory system of the current SID-SRB project.
  - 2.1.5 Certificate of any international management system such as ISO 9001, ISO 37001 or equivalent

## ARTICLE III. SCOPE OF THE CONTRACT

This Contract covers **Seafarers' Identity Document (SID) and Seafarer's Record Book (SRB) Software and Hardware Support and Maintenance** for six (6) months, needed for the processing of personalized SID cards and SRBs in accordance with MARINA Memorandum Circular No. MD-2019-01, with the scope of work/technical specifications, as stated in this Contract, and broken down as follows:

Item Description	Unit Price (PHP) (VAT Inclusive)	Quantity	Total Item Cost
<b>SOFTWARE - FRONT END SYSTEM</b>			
Workstations Operating System	One Lot	122	Php 175,000.00
Anti-Virus for Workstations	One Lot	122	Php 98,000.00
Front – End Communication Software	One Lot	14	Php 800,000.00
VPN Client	One Lot	136	Php 200,000.00
SPID For Enrollment, Issuance, Investigation Workstations	One Lot	65	Php 1,083,150.00
<b>SOFTWARE- BACK END SYSTEM</b>			
OS – Server (Windows)	Php 1,435.90	78	Php 112,000.00
OS – Server (Linux)	Php 7,500.00	2	Php 15,000.00
Oracle 12c Standard – Database Admin Support	Php 158,000.00	2	Php 317,000.00
Anti-Virus Licenses for Servers	One Lot	15	Php 561,000.00



Net backup Server – Standard	Php 603,000.00	1	Php 603,000.00
BMS Server Software License for 1,000,000 records	Php 3,200,000.00	1	Php 3,200,000.00
NEC Face Matching Units Software License (2 Way)	Php 2,360,000.00	1	Php 2,360,000.00
Personalization System	Php 700,000.00	1	Php 700,000.00
Inventory \$ QA System	Php 0.00	1	Php 0.00
Helpdesk Module	Php 1,300,000.00	1	Php 1,300,000.00
<b>HARDWARE - FRONT END</b>			
Data Capture Module Workstation w/ 2 Monitors	Php 6,000.00	45	Php 270,000.00
Perso & Inventory Workstation	Php 5,000.00	21	Php 105,000.00
Quality Control Workstation	Php 5,000.00	19	Php 95,000.00
Issuance Workstation	Php 5,000.00	19	Php 95,000.00
Coms/Front-End Workstation	Php 5,000.00	14	Php 70,000.00
Stand-Alone Kiosk Workstation	Php 5,000.00	16	Php 80,000.00
Desktop Laser Printer - HP Laser Jet Pro M12w	Php 1,052.63	19	Php 20,000.00
Data Capture Module Digital Camera w/ Accessories	Php 3,622.22	45	Php 163,000.00
Data Capture Module - Document Scanner	Php 2,777.78	45	Php 125,000.00
Data Capture Module - Signature Pad	Php 1,200.00	45	Php 54,000.00
Issuance - Signature Pad	Php 1,200.00	19	Php 22,800.00
Perso & Inventory – Barcode Reader	Php 571.43	21	Php 12,000.00
Quality Control – MRZ Reader	Php 8,400.00	19	Php 159,600.00
Stand-Alone Kiosk – MRZ Reader	Php 8,400.00	16	Php 134,400.00
Data Capture Module – UPS for Workstation	Php 700.00	45	Php 31,500.00
Perso & Inventory – UPS for Workstation	Php 700.00	21	Php 14,700.00
Perso & Inventory – UPS for SID & SRB Printer	Php 750.00	21	Php 15,750.00
Quality Control – UPS for Workstation	Php 700.00	19	Php 13,300.00
Issuance – UPS for Workstation	Php 700.00	19	Php 13,300.00
Comms/Front-End – UPS for Workstation	Php 700.00	14	Php 9,800.00
Automatic Voltage Regulator for Perso & Inventory – SRB Laminator	Php 950.00	21	Php 19,950.00
Perso & Inventory – SID Printer with Chip Reader	Php 74,285.71	21	Php 1,560,000.00
Perso & Inventory – SRB Printer	Php 92,857.14	21	Php 1,950,000.00



Perso & Inventory – SRB Laminator	Php 104,285.71	21	Php 2,190,000.00
Network Switch – Central Office	Php 40,000.00	1	Php 40,000.00
Network Switch – Regional / Satellite Office	Php 0.00	15	Php 0.00
KMV- NEC N8143-106F 17 inch LCD US 83-keys keyboard optical mouse 8-port switch	Php 19,750.00	1	Php 19,750.00
<b>HARDWARE – BACK END</b>			
Servers – Database	Php 74,500.00	2	Php 149,000.00
Servers Biometric Matching System (BMS)	Php 85,000.00	2	Php 170,000.00
Servers – Virtualization Host	Php 85,000.00	2	Php 170,000.00
Servers – Backup	Php 85,000.00	1	Php 85,000.00
NEC M310 Disk Array Controller and Enclosur	Php 301,000.00	1	Php 301,000.00
Network Switch NEC QX-S5248GT-4X	Php 40,000.00	1	Php 40,000.00
Fortinet Unified Threat Management Appliance	Php 0.00	1	Php 0.00
Tape Library Backup System	Php 277,000.00	2	Php 277,000.00
<b>TOTAL:</b>			<b>Php 20,000,000.00</b>
(Less 10% discount)			(Php 2,000,000.00)
<b>GRAND TOTAL (VAT Inclusive):</b>			<b>Php 18,000,000.00</b>

**1. Other Responsibilities:**

- a. The service provider shall submit the **UPDATED SOURCE Code** stored in the flash drive of the SID/SRB System one (1) month prior to the end of the contract specifically on the Transactional Report SRB and SID Renewal.

**2. Hardware Maintenance Support for Six (6) Months**

- a. The service provider shall provide the following services within the contract period:

- i. Remedial Maintenance Services

1. The cleaning, adjusting, lubrication, testing of the equipment, and replacement of any defective part to ensure that any defect in the equipment is remedied and the equipment is restored to good working condition.
2. Frequency of Remedial Maintenance : as needed

- ii. Comprehensive Hardware Support

1. Maintenance service covers all hardware and equipment only as needed.

- iii. Preventive Maintenance Services

1. The cleaning, adjusting, lubrication and testing of the equipment to determine that is in good working condition. **This shall be done one (1) month before end of contract of the maintenance period or on an agreed schedule with MARINA.**

**3. Software Application Support Services for Six (6) Months**

- a. The service provider shall provide Maintenance and Support to All MARINA SID/SRB processing Centers in the following:



- i. Renewal of Licenses of the Software for Front-End and Back-End
  - ii. Data Capture Module
  - iii. Staging Module
  - iv. Workflow & Front-end Communication Module
  - v. Automated Biometrics Information System (ABIS)
  - vi. Personalization Module
  - vii. Inventory Module
  - viii. Quality Control Module
  - ix. Investigation Module
  - x. Issuance Module
  - xi. Limited to Database Administrative Support
  - xii. Helpdesk Module
- b. Provide Level 1 (L1) & Level 2 (L2) technical support for the hardware and services list provided in Scope of Work/Technical Specifications via email, messaging, and phone. The service provider will assign a technical support engineer, available for eight (8) hours a day for five (5) days a week Mondays to Fridays (excluding Public and Non-Working Holidays) to assist in the analysis of the Application Software and perform troubleshooting in the event an issue is raised by MARINA.
  - c. Escalate issues to Level 3 (L3) support
  - d. Provide bug fixes, patches, and necessary upgrades for and within the same application functionality, version, and operating environment.
  - e. Conduct testing of releases and patches before delivery to MARINA.
  - f. Deployment of the fixes and patches to the MARINA environment.
  - g. Testing of fixes and patches with MARINA.
  - h. Deployment of licenses in case additional licenses are procured.
  - i. Provide annual health checks on Application Software and assess its current status.
  - j. Provide technical guidance on optimization procedures and tune-up and error re-processing when necessary.
  - k. Provide assistance on testing of the new environment (e.g. OS upgrade, Server migration, testing of new devices within the warranty, maintenance period).
  - l. Software Release Tracking and Deployments. Timely updates on Software release version tracking when bug fixes need to be applied.
  - m. Monitor the system capacity and performance to ensure that the system is running smoothly and in optimal condition.

#### 4. Operation and Technical Support for Six (6) Months

- a. 8 x 5 Technical support Onsite in the MARINA Central Office – personnel (Monday to Friday, excluding National/Public and Special Non-Working Holidays) for the hardware and services listed
- b. Corrective Maintenance Response time: within four (4) hours upon receipt of the problem report using the current system's Helpdesk Ticketing platform for the Central Office, and within one (1) week for MARINA Regional Offices, provided that back-up units are available onsite.
- c. Reporting and safekeeping of service records
- d. Incident Management and Reporting
  - i. Close monitoring of tickets and/or service requests
  - ii. Daily updates on tickets/incident status
  - iii. Proper turnover of incidents and pending activities
  - iv. Knowledge-based management

### ARTICLE IV. SPECIFICATIONS

#### I. FRONT END SYSTEM

Item No.	Description	Specifications
1	Workstations Operating System	Windows 8
2	Anti-Virus for Workstations	kaspersky
3	Front – End Communication Software	NEC Software Application



4	VPN Client	Fortinet VPN Client
5	SPID For Enrollment, Issuance, Investigation Workstations	NEC SPID

## II. BACK END SYSTEM

Item No.	Description	Specifications
1	OS – Server (Windows)	Microsoft Windows Server 2016 / Standard Edition, Per 2 Core Licenses
2	OS – Server (Linux)	Red Hat Enterprise Linux RHEL 7.5
3	Database Administration Support	Database Administration Support for NEC Biometrics Application
4	Anti-Virus Licenses for Servers	Kaspersky Endpoint Security for Business – Select (Client Language)
5	Net backup Server – Standard	Veritas 14 Client Licenses Net Backup Server – Standard
6	BMS Server Software License for 1,000,000 records	NEC Face Matching Controller for 2 servers
7	NEC Face Matching Units Software License (2 Way)	NEC Search Engines for 2 x Xeon 8 Cores Server
8	Personalization System	FMC In-house Personalization System
9	Inventory & QA System	FMC In-house Personalization System
10	Helpdesk Module	Zendesk

## III. HARDWARE – FRONT END

Item No.	Description	Specifications
1	Data Capture Module Workstation w/ 2 Monitors	HP ProDesk 400 G4 Microtower w/2 HP V194 18.5" Monitor
2	Perso & Inventory Workstation	HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor
3	Quality Control Workstation	HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor
4	Issuance Workstation	HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor
5	Coms/Front-End Workstation	HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor
6	Stand-Alone Kiosk Workstation	HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor
7	Desktop Laser Printer	HP Laser Jet Pro M12w
8	Data Capture Module Digital Camera w/ Accessories	Canon EOS 3000D
9	Data Capture Module - Document Scanner	Epson Workforce DS-520
10	Data Capture Module - Signature Pad	Wacom STU-430 Signature Tablet
11	Issuance - Signature Pad	Wacom STU-430 Signature Tablet
12	Perso & Inventory - Barcode Reader	Honeywell 1300G-2USB
13	Quality Control – MRZ Reader	ARH Combo Smart MRZ Reader
14	Stand-Alone Kiosk – MRZ Reader	ARH Combo Smart MRZ Reader
15	Data Capture Module – UPS for Workstation	APC Back-UPS 625
16	Perso & Inventory – UPS for Workstation	APC Back-UPS 625
17	Perso & Inventory – UPS for SID & SRB Printer	APC Back-UPS BX-1100 LI/MS
18	Quality Control – UPS for Workstation	APC Back-UPS 625
19	Issuance – UPS for Workstation	APC Back-UPS 625
20	Comms/Front-End – UPS for Workstation	APC Back-UPS 625
21	Perso & Inventory – SRB Laminator	Iontek SR-1



22	Perso & Inventory – SID Printer with Chip Reader	Fargo DTC5500 LMX, Dual Side Printer with Build-in Omnikey 5421 Chip Encoder
23	Perso & Inventory – SRB Printer	Surys HiPrint P2000
24	Perso & Inventory – SRB Laminator	Surys HiLam R2000
25	Network Switch – Central Office	NEC QX – S1008GT-2G / 24 Port 1 Gbps Network Switch
26	Network Switch – Regional / Satellite Office	NEC QX – S1008GT-2G / 8 Port 1 Gbps Network Switch
27	KMV- NEC N8143-106F 17 inch	LCD US 83-keys keyboard optical mouse 8-port switch

#### IV. HARDWARE – BACK END

Item No.	Description	Specifications
1	Servers - Database	NEC Express5800 / R12h-1M Xeon Silver 4110 Processor 1 x 8 Core 2 x 32GB (64GB) DDR4-2666 REG Memory 2 x 600GB 2.5 Inch Hot Plug SAS HDD RAID1 2 x 800W Platinum Hot Plug Power Supply FC: Fiber Channel Controller (2 CH) Emulex
2	Servers Biometric Matching System (BMS)	NEC Express5800 / R120h-1M Xeon Silver 4114 Processor 2 x 10 – Cores 2 x 32GB (64GB) DDR4-2666 REG Memory 2 x 600GB 2.5 Inch Hot Plug SAS HDD RAID1 2 x 800W Platinum Hot Plug Power Supply
3	Servers – Virtualization Host	NEC Express5800 / R120h-1M Xeon Silver 4114 Processor 2 x 10 – Cores 2 x 32GB (64GB) DDR4-2666 REG Memory 6 x 600GB 2.5 Inch Hot Plug SAS HDD RAID1/RAID10 2 x 800W Platinum Hot Plug Power Supply
4	Servers – Backup	NEC Express5800 / R120h-1M Xeon Silver 4114 Processor 2 x 8 – Cores 2 x 32GB (64GB) DDR4-2666 REG Memory 6 x 300GB 2.5 Inch 15K Hot Plug SAS HDD RAID1 2 x 800W Platinum Hot Plug Power Supply FC: Fiber Channel Controller (2 CH) Emulex
5	NEC M310 Disk Array Controller and Enclosure	14X600GB SAS Disk Drives 12X2TB NLSAS Disk Drives 4X8GB Fiber Channel
6	NEC QX-S5248GT-4X	48 Port 1 Gbps Network Switch
7	Fortinet Unified Threat Management Appliance	Fortigate Fg-80E with 200 VPN Clients 14 x GE RJ45 Ports (including 1 DMZ) – Demilitarized Zone)
8	Backup System	DELL – EMC ML3 2 x ML3 LTO6 FG-HH Tape Drive

#### ARTICLE V. DELIVERABLES

The DIRECT SUPPLIER hereby commits to provide comprehensive hardware and software support and maintenance service to MARINA SID-SRB System stated in Article II and based on the specifications stipulated in this Contract.



## ARTICLE VI. TERMS AND CONDITIONS

1. To assist the service provider in complying with its obligations under this contract, MARINA shall:
  - 1.1 Allow access for the service provider's employees and/or representatives to its premises upon request, subject to the existing security arrangements including provisions for adequate working space and other facilities, as necessary.
  - 1.2 Assist in conducting an acceptance test based on mutually agreed test procedures and parameters by both parties which shall commence on the next working day immediately following the advice of complete installation submitted to MARINA.
  - 1.3 Ensure that the service provider's personnel are provided with all information, computer-related facilities, services, supplies, consumables, or associated items reasonably required to comply with its obligations under this contract.
  - 1.4 Provide on request, a suitably trained or informed person(s) to accompany the service provider's personnel and to advise the access or on any other matter within MARINA's knowledge or control.
  - 1.5 Make available and be represented in all activities related to the maintenance task.
  - 1.6 Provide all internet connectivity and its relevant maintenance.
2. The service provider shall provide technical evaluation, basic troubleshooting assessment, and provide recommendations within 24-48 hours arising from any instances beyond the scope of this contract including but not limited to the software application system, database, etc. After which, the service provider shall submit a course of action on a time and material basis.
3. The service provider shall not be responsible for any other dependencies or other activities outside the scope of this contract:
  - 3.1 All materials, consumables, computer items, or computer supplies necessary for the operation of the equipment.
  - 3.2 Maintenance services for equipment, machines, devices, and/or software not listed in the hardware list in Scope of Work/Technical Specifications.
  - 3.3 Electrical work external to any equipment or machine.
  - 3.4 Furnishings, accessories, or attachments to the equipment, as well as the painting or refinishing of the equipment, or performing services connected to the addition or removal of accessories or attachments from the equipment
  - 3.5 Feature changes, upgrading or downgrading the equipment.
  - 3.6 Support to sites not specifically noted in this document.
  - 3.7 Any software application development/upgrades, enhancements beyond the project coverage as stated in this TOR.
  - 3.8 Support for devices listed in Scope of Work/Technical Specifications, whose defect or problems/issues are caused by external factors (i.e., power surge and/or fluctuations, poor data center cooling facility, mishandling by MARINA personnel, etc.)
  - 3.9 Re-creation of data destroyed for whatever reason, unless directly occasioned by the fault or negligence of the service provider.
  - 3.10 Re-construction of destroyed and/or corrupted data or database due to the corrupted data source, improper shutdown of the server, electrical supply interruptions causing database to crash, virus-induced data corruption, and any other data errors unless directly caused by the service provider's Application Software or service provider's personnel.
  - 3.11 Virus in the service provider's Application Software and the recovery of the service provider's Application Software to normal operation, provided that the Anti-virus software is not provided by the service provider. In such an instance, customer needs to scan their system before and after services are rendered. The status of their system must be confirmed in the presence of the service provider's staff.
  - 3.12 Support for any incidents arising from the usage of third-party software or report writers, including but not limited to, Lotus, Excel, Microsoft SQL, or such software/component not provided by the service provider.
  - 3.13 Correction of error or defects caused by the operation of the service provider's Application Software in a manner other than specified by the service provider.



3.14 Correction of errors or defects caused by the use of computer programs and applications not licensed by or provided by the service provider.

3.15 All internet connectivity and its maintenance.

4. Service Provider must meet the prescribed Scope of Work/Technical Specifications and shall provide correct and accurate information as required.
5. Any interlineation, erasure or overwriting shall be valid only if they are signed or initialed by the head or duly authorized representative/s of the direct supplier.
6. The Service Provider must submit an offer which provides for superior quality and/or better terms and conditions advantageous to MARINA at no extra cost.
7. Price quotation, denominated in Philippine peso, shall include all taxes, duties and/or other charges payable relative to the items described in the RFQ.
8. The price quotation submitted by the service provider shall be considered as fixed prices and not subject to price escalation during contract implementation.
9. Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the service provider's account.

#### **ARTICLE VII. PERIOD OF DELIVERY**

The Service Provider commits to adhere that the Six (6) Months maintenance contract shall commence upon acceptance of the MARINA proposal, signed and acknowledged between MARINA and the bidder.

#### **ARTICLE VIII. CONTRACT PRICE**

For and in consideration of the Scope of Work/Technical Specifications and satisfactory delivery of the services mentioned in this Contract and the acceptance thereof, the PROCURING ENTITY shall pay the DIRECT SUPPLIER the agreed Contract Price with a total amount of **Eighteen Million Pesos (Php 18,000,000.00)** in Philippine currency at the times and in the manner as prescribed in this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the DIRECT SUPPLIER.

#### **ARTICLE IX. TERMS OF PAYMENT**

Payment shall be made on a monthly basis by MARINA upon submission of the monthly billing statement with supporting documents by the bidder and the issuance of certificate of satisfactory service rendered to be issued by the MARINA.

#### **ARTICLE X. EFFECTIVITY**

This Contract shall take effect upon receipt of the **Notice to Proceed** by the DIRECT SUPPLIER or the effectivity date stated therein whichever comes later. Performance of all obligations and undertakings under this Contract shall be reckoned from the effectivity date of this Contract.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

MARITIME INDUSTRY  
AUTHORITY

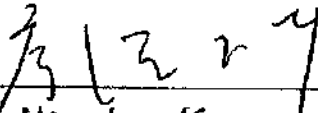
FMC RESEARCH  
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PHILIPPINES, INC. JOINT VENTURE

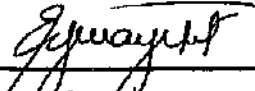
  
Atty. HERNANI N. FABIA  
Administrator

  
MS. SHERLYN OMALIN  
President

SIGNED IN THE PRESENCE OF:

  
FRENZ JOY S. CORTEZ  
End user - MDS

  
Mr. Masahito Kerasawa  
Deputy President  
NEC Philippines

  
MR. EDER Z. EVANGELISTA  
Chief Accountant  
Accounting Division  
MARINA



**CERTIFICATION OF FUNDS AVAILABILITY**

I hereby certify that in accordance with Section 86, PD 1445:

1. Funds amounting to **Eighteen Million Pesos (Php 18,000,000.00)** in Philippine currency have been duly appropriated for the purpose of the Contract for the procurement of Seafarers' Identity Document (SID) and Seafarer's Record Book (SRB) Software and Hardware Support and Maintenance; and
2. The amount necessary to cover the proposed contract for the current fiscal year is available for expenditure on account thereof.

  
\_\_\_\_\_  
**ATTY. MARVIC S. RAMOS, CPA**  
Chief, Budget Division, MFAS

  
\_\_\_\_\_  
**EDEN Z. EVANGELISTA**  
Chief, Accounting Division, MFAS

11.

5/28/



# ACKNOWLEDGEMENT

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

At the above stated locality, on this 11 day of AUG 11 2023, 2023,  
before me personally appeared:

Name	Competent Evidence of Identity	Date and Place Issued
Atty. HERNANI N. FABIA	MARINA ID 100001	MANILA, PH
Ms. SHERLYN OMALIN	P9602640A	19 NOV. 2018 DFA NCK SDUFA

known to me to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed and those of the corporations herein represented.

Said instrument refers to a **Contract for the procurement of Seafarers' Identity Document (SID) and Seafarer's Record Book (SRB) Software and Hardware Support and Maintenance** consisting of        ( ) pages, including this page whereon the Acknowledgement is written, signed by the parties and their witnesses on the signature page hereof, initialed on every page and sealed with my notarial seal

WITNESS MY HAND AND SEAL.

**ATTY. GERACIO B. ORTIZ JR.**  
Notary Public City of Makati  
**NOTARY PUBLIC ID 24**  
IBP No. 05729-Lifetime Member  
MCLE Compliance No. VII-0022734  
valid until April 14, 2025  
Appointment No. M-39-(2023-2024)  
PTR No. 9563522 Jan. 3, 2023/ Makati  
Makati City Roll No. 40091  
101 Urban Ave. Campos Rueda Bldg.  
Brgy. Pio Del Pilar, Makati City

Doc. No. 89  
Page No. 19  
Book No. XXXII  
Series of 227







HERNANI

N. FABIA

100001