

CONTRACT AGREEMENT FOR THE PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY (MARINA)

THIS AGREEMENT is entered on this _____ day of 22 JAN 2024 2024 between:

MARITIME INDUSTRY AUTHORITY (MARINA), with office address at MARINA Bldg. 20th Street corner Bonifacio Drive Port Area Manila herein represented by its **Administrator, SONIA B. MALALUAN**, and hereinafter referred to as the **"Entity"**;

-and-

ADVANCE SOLUTIONS INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 3rd Floor PPL Building U.N. Avenue cor. San Marcelino Street, Paco, Manila, herein represented by its duly Authorized Representative, **LERMA M. DOMINGO**, and hereinafter referred to as the **"Supplier"**;

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited bids for certain goods and ancillary services, particularly for the **PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)** and has accepted the bid made by the Supplier for the supply of those goods in the sum of **ONE HUNDRED THIRTY-THREE MILLION EIGHT HUNDRED SEVENTY- EIGHT THOUSAND PESOS ONLY (Php 133,878,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement,
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. Bidder's response to request for clarifications on the bid),

including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD's. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **ONE HUNDRED THIRTY-THREE MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND PESOS ONLY (Php 133,878,000.00)** or such other sums as may be ascertained, the **SUPPLIER** agrees to provide **PROCUREMENT OF VARIOUS INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) EQUIPMENT FOR THE MARITIME INDUSTRY AUTHORITY (MARINA)** to the Entity in accordance to its bid.
4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.
5. **TERMINATION OF CONTRACT.** The Entity may terminate the contract when any of the following circumstances is present:
- 5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contact, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - 5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the goods, amounting to at least ten percent (10%) of the contract price, within the period of sixty (60) calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or
 - 5.3. The **Supplier** fails to perform any other obligation under the Contract. The **PARTIES** may also mutually agree on the termination of the agreement.
6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this

contract, forfeit the performance security of the **Supplier** and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the bidding.


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

For the Entity
**MARITIME INDUSTRY AUTHORITY
(MARINA)**

For the Supplier
ADVANCE SOLUTIONS INC.

Signed, sealed, delivered by:


Signed, sealed, delivered by:


SONIA B. MALALUAN
Administrator 19 JAN 2024


LERMA M. DOMINGO
Authorized Representative

WITNESSES:


DR. JOSEPH VICTOR S. GENERATO PhD
OIC-Director / End-user, MISS
MARITIME INDUSTRY AUTHORITY


SANDRA T. MUCHUELAS
ADVANCE SOLUTIONS INC.


MS. EDEN Z. EVANGELISTA
Chief Accountant
MARITIME INDUSTRY AUTHORITY

ACKNOWLEDGEMENT

Republic of the Philippines
City of CITY OF MANILA, S.S.

BEFORE ME, a Notary Public for and within CITY OF MANILA, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Sonia B. Malaluan	Passport No. P01536898	12 November 2021
Lerma M. Domingo	SSS No. 33-4532482-0	

known to me to be same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgement is written duly signed by the contracting parties and their witnesses on each and every page thereof,

IN WITNESS WHEREOF, I have hereunto affixed my signature this JAN 22 2024 day of _____ 2024.

Doc. No. 704
Page No. 61
Book No. 3
Series of 2024

ATTY. PETER ANTHONY T. MALLARI
Notary Public until December 31, 2024
Notarial Commission # 2023-210
1155 Gen. Luna St., Ermita Manila
IBP # 317318, Roll# 77587 TIN: 133-031-552
PTR# 1527774 / 1-02-2024 Mla.
MCLE VIII# 0002695

Sonja Malaluan *Lerma Domingo*