

**CONTRACT FOR THE PROCUREMENT OF SEAFARERS' IDENTITY  
DOCUMENT (SID) AND SEAFARER'S RECORD BOOK (SRB) SOFTWARE  
AND HARDWARE SUPPORT AND MAINTENANCE FOR TWELVE (12)  
MONTHS**

This **CONTRACT** is made and executed this JAN 25 2024 day of \_\_\_\_\_ 2024 at the City of Manila, Philippines, by and between:  
**MAKATI CITY**

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, SONIA B. MALALUAN**, 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 twelve (12) 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. 2023-153A, 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 15 December 2023 from the Direct Supplier hereto attached as **Annex "B"**; and,
- 1.3. BAC Resolution No. 2023-153A, series of 2023 hereto attached as **Annex "C"**.



## 2. Eligibility Requirements

### 1. To qualify, Direct Supplier 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.

### 3. Other Significant Qualifications

- 4.1. The Direct Supplier 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).
- 4.2. As part of bid submission, bidders must submit the following:
  - 4.2.1 Notarized Technical Support Certification by the Core Software & Hardware Provider of the current SID-SRB system
  - 4.2.2 Certificate of Exclusive Distributorship from Core Software Provider of the current SID-SRB system
  - 4.2.3 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/Surys).

4.2.4 Certification of Certified Technicians issued by the critical non-commercial HW manufacturers on the ABIS, PERSO & Inventory system of the current SID-SRB project

4.2.5 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 twelve (12) 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 No.	Item Description	Unit Price (PHP) (VAT Inclusive)	Quantity	Total Item Cost
<b>A. SOFTWARE</b>				
	Software licenses renewal subscription for Front End and Back End Systems	Php 0.00	One Lot	Php 0.00
	Data Capture Module	Php 150,000.00	One Lot	Php 150,000.00
	Staging Module	Php 0.00	One Lot	Php 0.00
	Workflow and front-end communication module	Php 150,000.00	One Lot	Php 150,000.00
	Automated Biometrics Information Systems (ABIS)	Php 0.00	One Lot	Php 0.00
	Personalization Module	Php 420,000.00	One Lot	Php 420,000.00
	Inventory	Php 0.00	One Lot	Php 0.00
	Quality Control Module	Php 0.00	One Lot	Php 0.00
	Investigation Module	Php 0.00	One Lot	Php 0.00
	Issuance Module	Php 0.00	One Lot	Php 0.00
	Oracle Database Support	Php 0.00	One Lot	Php 0.00
	Helpdesk Module	Php 0.00	One Lot	Php 0.00
<b>1. SOFTWARE - FRONT END SYSTEM</b>				
	Workstations Operating System	One Lot	122	Php 0.00
	Anti-Virus for Workstations Kaspersky	One Lot	122	Php 120,000.00
	Front - End Communication Software	One Lot	14	Php 1,600,000.00
	VPN Client	One Lot	136	Php 400,000.00
	SPID For Enrollment, Issuance, Investigation Workstations	One Lot	65	Php 2,166,300.00
<b>2. SOFTWARE- BACK END SYSTEM</b>				
	OS - Server (Windows)	Php 0.00	78	Php 0.00



OS – Server (Linux)	Php 0.00	2	Php 0.00
Oracle 12c Standard Edition	Php 317,000.00	2	Php 634,000.00
Anti-Virus Licenses for Servers	One Lot	15	Php 1,122,000.00
Net backup Server – Standard	Php 1,206,000.00	1	Php 1,206,000.00
BMS Server Software License for 1,000,000 records	Php 6,400,000.00	1	Php 6,400,000.00
NEC Face Matching Units Software License (2 Way)	Php 4,720,000.00	1	Php 4,720,000.00
Personalization System	Php 1,400,000.00	1	Php 1,400,000.00
Inventory & QA System	Php 0.00	1	Php 0.00
Helpdesk Module	Php 2,600,000.00	1	Php 2,600,000.00

## B. HARDWARE

### 1. HARDWARE - FRONT END

Data Capture Module Workstation w/ 2 Monitors	Php 12,000.00	45	Php 540,000.00
Perso & Inventory Workstation	Php 10,000.00	21	Php 210,000.00
Quality Control Workstation	Php 10,000.00	19	Php 190,000.00
Issuance Workstation	Php 10,000.00	19	Php 190,000.00
Coms/Front-End Workstation	Php 10,000.00	14	Php 140,000.00
Stand-Alone Kiosk Workstation	Php 10,000.00	16	Php 160,000.00
Data Capture Module Digital Camera w/ Accessories	Php 7,244.44	45	Php 326,000.00
Data Capture Module - Document Scanner	Php 5,555.56	45	Php 250,000.00
Data Capture Module - Signature Pad	Php 2,400.00	45	Php 108,000.00
Issuance - Signature Pad	Php 2,400.00	19	Php 45,600.00
Perso & Inventory – Barcode Reader	Php 1,142.86	21	Php 24,000.00
Quality Control – MRZ Reader	Php 16,800.00	19	Php 319,200.00
Stand-Alone Kiosk – MRZ Reader	Php 16,800.00	16	Php 268,800.00
Data Capture Module – UPS for Workstation	Php 1,400.00	45	Php 63,000.00
Perso & Inventory – UPS for Workstation	Php 1,400.00	21	Php 29,400.00
Perso & Inventory – UPS for SID & SRB Printer	Php 1,500.00	21	Php 31,500.00
Quality Control – UPS for Workstation	Php 1,400.00	19	Php 26,600.00
Issuance – UPS for Workstation	Php 1,400.00	19	Php 26,600.00
Comms/Front-End – UPS for Workstation	Php 1,400.00	14	Php 19,600.00

Automatic Voltage Regulator for Perso & Inventory – SRB Laminator	Php 1,900.00	21	Php 39,900.00
Perso & Inventory – SID Printer with Chip Reader	Php 148,571.43	21	Php 3,120,000.00
Perso & Inventory – SRB Printer	Php 185,714.29	21	Php 3,900,000.00
Perso & Inventory – SRB Laminator	Php 208,571.43	21	Php 4,380,000.00
Network Switch – Central Office	Php 80,000.00	1	Php 80,000.00
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 39,500.00	1	Php 39,500.00
<b>2. HARDWARE – BACK END</b>			
Servers – Database	Php 149,000.00	2	Php 298,000.00
Servers Biometric Matching System (BMS)	Php 170,000.00	2	Php 340,000.00
Servers – Virtualization Host	Php 170,000.00	2	Php 340,000.00
Servers – Backup	Php 170,000.00	1	Php 170,000.00
NEC M310 Disk Array Controller and Enclosure	Php 602,000.00	1	Php 602,000.00
Network Switch NEC QX-S5248GT-4X	Php 80,000.00	1	Php 80,000.00
Fortinet Unified Threat Management Appliance	Php 0.00	1	Php 0.00
Tape Library Backup System	Php 554,000.00	1	Php 554,000.00
<b>TOTAL:</b>			<b>Php 40,000,000.00</b>
<i>(Less 10% discount)</i>			<i>(Php 4,000,000.00)</i>
<b>GRAND TOTAL (VAT Inclusive):</b>			<b>Php 36,000,000.00</b>

**1. Other Responsibilities:**

- The Direct Supplier shall submit the **UPDATED SOURCE CODE** stored in 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 12-month period contract**

a. The Direct Supplier 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. Hardware Support

1. Maintenance service covers all hardware and equipment only as needed. The services consist of troubleshooting, investigation and diagnostics. Defective parts are subject to availability and separately billable.

iii. Preventive Maintenance Services

1. The cleaning, adjusting, lubrication and testing of the equipment to determine that it is in good working condition.
2. The schedule of the preventive maintenance service is as follows:  
(MARINA Central Office – June, MRO I & II – July, MRO IV – July, MRO V – July, MRO VI – August, MRO VII – August, MRO VIII – August, MRO IX – September, MRO X – September, MRO XI – September, MRO XIII – September) – Schedule can be subject to change with prior approval from MARINA.
3. The SID/SRB Preventive Maintenance Form (Annex A) must be completed and signed by MISS personnel/officers, and NEC/FMC personnel for checking and monitoring.
4. Designated MISS IT Technical staff shall accompany NEC/FMC personnel during the conduct of the scheduled preventive service at the MARINA Regional Offices.

**3. Software Application Support Services for 12-month period contract**

a. The Direct Supplier shall provide Maintenance and Support services 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 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 procedure and tune-up and error re-processing when necessary.
- k. Provide assistance on testing of new environment (e.g. OS upgrade, server migration, testing of new devices within the warranty, maintenance period). OS version for software & hardware upgrades or server integration is not part of the maintenance scope.
- 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 12-month period contract**

- 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. 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
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## 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	Oracle 12c Standard Edition	Oracle 12c Standard Edition SE2, Release 2
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 or equivalent

## 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	Data Capture Module Digital Camera w/ Accessories	Canon EOS 3000D
8	Data Capture Module - Document Scanner	Epson Workforce DS-520
9	Data Capture Module - Signature Pad	Wacom STU-430 Signature Tablet
10	Issuance - Signature Pad	Wacom STU-430 Signature Tablet
11	Perso & Inventory - Barcode Reader	Honeywell 1300G-2USB
12	Quality Control – MRZ Reader	ARH Combo Smart MRZ Reader
13	Stand-Alone Kiosk – MRZ Reader	ARH Combo Smart MRZ Reader
14	Data Capture Module – UPS for Workstation	APC Back-UPS 625

15	Perso & Inventory – UPS for Workstation	APC Back-UPS 625
16	Perso & Inventory – UPS for SID & SRB Printer	APC Back-UPS BX-1100 LI/MS
17	Quality Control – UPS for Workstation	APC Back-UPS 625
18	Issuance – UPS for Workstation	APC Back-UPS 625
19	Comms/Front-End – UPS for Workstation	APC Back-UPS 625
20	Perso & Inventory – SRB Laminator	Iontek SR-1
21	Perso & Inventory – SID Printer with Chip Reader	Fargo DTC5500 LMX, Dual Side Printer with Build-in Omnikey 5421 Chip Encoder
22	Perso & Inventory – SRB Printer	Surys HiPrint P2000
23	Perso & Inventory – SRB Laminator	Surys HiLam R2000
24	Network Switch – Central Office	NEC QX – S1008GT-2G / 24 Port 1 Gbps Network Switch
25	Network Switch – Regional / Satellite Office	NEC QX – S1008GT-2G / 8 Port 1 Gbps Network Switch
26	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 / R120h-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 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 Direct Supplier in complying with its obligations under this contract, Procuring Entity shall:
  - 1.1 Allow access for the Direct Supplier'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 Procuring Entity.
  - 1.3 Ensure that the Direct Supplier'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 Direct Supplier's personnel and to advise the access or on any other matter within Procuring Entity'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 Direct Supplier shall provide technical evaluation, basic troubleshooting assessment and provide recommendation 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 Direct Supplier shall submit a course of action on a time and material basis.
3. The Direct Supplier 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 including but not limited to replacement parts for EOL/EOS Servers and Storage Subsystem and Tape Library
  - 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 Procuring Entity personnel, etc.)
  - 3.9. Re-creation of data destroyed for whatever reason, unless directly occasioned by the fault or negligence of the Direct Supplier.
  - 3.10. Reconstruction 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 Direct Supplier's Application Software or Direct Supplier's personnel.
  - 3.11. Virus in the Direct Supplier's Application Software and the recovery of the Direct Supplier's Application Software to normal operation, provided that the Anti-virus software is not provided by the Direct Supplier. 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 Direct Supplier'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 Direct Supplier.
  - 3.13. Correction of errors or defects caused by the operation of the Direct Supplier's Application Software in a manner other than specified by the Direct Supplier.
  - 3.14. Correction of errors or defects caused by the use of computer programs and applications not licensed by or provided by the Direct Supplier.
  - 3.15. All internet connectivity and its maintenance.
4. The Direct Supplier must meet the prescribed 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 Direct Supplier must submit an offer which provides for superior quality and/or better terms and conditions advantageous to Procuring Entity 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 Direct Supplier shall be considered as fixed prices and not subject to price escalation during contract implementation.
  9. Payment shall be made in accordance with the terms as specified herein.

#### ARTICLE VII. PERIOD OF DELIVERY



The Direct Supplier commits to adhere that the twelve (12) Months maintenance contract shall commence upon acceptance of the Procuring Entity proposal, signed and acknowledged between Procuring Entity and the Direct Supplier.

#### ARTICLE VIII. CONTRACT PRICE

For and in consideration of the supply and satisfactory delivery of the service 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 **Thirty Six Million Pesos (Php 36,000,000.00)** 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 Direct Supplier 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.

FOR MARITIME INDUSTRY AUTHORITY: FMC RESEARCH SOLUTIONS, INC. -  
NEC PHILIPPINES, INC. JOINT VENTURE:

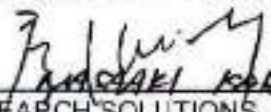
  
MS. SONIA B. MALALUAN  
Administrator

  
MS. SHERLYN OMALIN  
President

WITNESSES:

  
ARSENIO E. LINGAD II  
Director II  
End user / MDS  
MARITIME INDUSTRY AUTHORITY


Ms. EDEN Z. EVANGELISTA  
Chief Accountant  
MARITIME INDUSTRY AUTHORITY

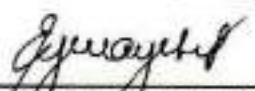
  
MASAKI KADOSAWA  
FMC RESEARCH SOLUTIONS, INC. -  
NEC PHILIPPINES, INC. JOINT VENTURE:

CERTIFICATION OF FUNDS AVAILABILITY
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I hereby certify that in accordance with Section 86, PD 1445:

1. Funds amounting to Thirty Six Million Pesos (Php 36,000,000.00) 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. MARIVIC S. RAMOS, CPA  
Chief, Budget Division, MFAS

  
EDEN Z. EVANGELISTA  
Chief, Accounting Division, MFAS



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

MAKATI CITY ) S.S.

At the above stated locality, on this 11 day of May, 2024,  
before me personally appeared:

Name	Competent Evidence of Identity	Date and Place Issued
Ms. SONIA B. MALALUAN	PASSPORT NO. P015360918	12 NOV 2021 LONDON PE
Ms. SHERLYN OMALIN	PASSPORT NO. P9602040A	19 NOV - 2018 DFA NCR SOUTH

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

NOTARY PUBLIC

Doc. No. 280  
Page No. 57  
Book No. 16  
Series of 2024

ATTY. JOEL ERER FLORES  
Notary Public for Makati City  
Until December 31, 2024  
Appointment No. M 115 (2023-2024)  
Roll of Attorney No. 77376  
MCLE Compliance VIII No. 0061393-  
Jan. 3, 2023 until Apr. 12, 2028  
PTR No. 10073945 / Jan. 2, 2024 / Makati City  
IBP No. 330740 / Jan. 2, 2024 / Pasig City  
1107 Botani St., Candalepe Nuevo, Makati City

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REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
MARITIME INDUSTRY AUTHORITY

## **REQUEST FOR QUOTATION**

**DATE:** DECEMBER 15, 2023

**Name of Company :** JOINT VENTURE - FMC RESEARCH SOLUTIONS INC. & NEC PHILIPPINES INC.

**Address :** 7F, 111 Paseo de Roxas Bldg. 111 Paseo de Roxas St.,  
Legaspi Village, Makati City

**Business Permit Number :** FMC 23-10485      NEC: 40314

**Company TIN Number :** FMC: 008-362-731      NEC: 004-666-394-00

**PhilGEPS Registration Number (required):** FMC: 201210613141394196333  
NEC: 200211212460945131953

**Name of Representative & Designation :** Atty. Sherlyn Omalin, Authorized Representative of the JV

The Maritime Industry Authority (MARINA) through its Bids and Awards Committee (BAC), intends to procure **OF SEAFARERS' IDENTITY DOCUMENT (SID) AND SEAFARER'S RECORD BOOK (SRB) SOFTWARE AND HARDWARE SUPPORT AND MAINTENANCE** for twelve months (12) 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 No. 9184 otherwise known as the "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations (IRR), which 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. The Approved Budget for the Contract (ABC) is **Thirty Six Million Pesos (P36,000,000.00)**. The period for the performance of the obligations shall not go beyond of the appropriations for this Procurement Project.

Please quote your **best offer** for the item/s described herein, **subject to the Terms and Conditions** provided at the last page of this Request for Quotation (RFQ). Submit your quotation duly signed by your representative at the MARINA BAC Office located at 10<sup>th</sup> Floor MARINA Building, Bonifacio Drive cor., 20<sup>th</sup> Street, Port Area, Manila, Philippines within five (5) calendar days from the date of receipt hereof.

For any clarification, you may contact Ms. Ellerie Torrente or Ms. Kristen Nicole Velasco at telephone no. **(+632) 8524-6518** or email address at **[bacsec@marina.gov.ph](mailto:bacsec@marina.gov.ph)**

 **ATTY. SHARON L. DE CHAVEZ - ALEDO**  
BAC Chairperson



ELIGIBILITY REQUIREMENTS	YES	NO	REMARKS
<p>1. To qualify, bidders may be <b>anyone one (1)</b> of the following:</p> <p>1.1 Fully licensed Filipino citizen/sole proprietorship.</p> <p>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.</p> <p>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.</p> <p>1.4 Cooperatives duly organized under the laws of the Philippines; and</p> <p>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 for liable for a particular contract. Provided, however, that Filipino ownership or interest of the JV shall be at least sixty percent (60%).</p> <p>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.</p>	/		<p>PLS REFER TO THE ATTACHED JOINT VENTURE AGREEMENT BETWEEN FMC &amp; NEC</p> <p>PLS REFER TO THE ATTACHED PHILGEPS &amp; AUDITED FS OF FMC &amp; NEC</p>
<p>2. Other Significant Qualifications</p> <p>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).</p>	/		PLS REFER TO THE ATTACHED COPY OF CERTIFICATE OF SATISFACTORY PERFORMANCE & ACCEPTANCE
<p>2.2 A part of bid submission, bidders must submit the following:</p> <p>2.2.1 Notarized Technical Support Certification by the Core Software &amp; Hardware Provider of the current SID-SRB system</p>	/		PLS REFER TO THE ATTACHED NOTARIZED CERTIFICATION FROM THE JV FMC-NEC
<p>2.2.2 Certificate of Exclusive Distributorship from Core Software &amp; Hardware Provider of the current SID-SRB system</p>			PLS REFER TO THE ATTACHED CERTIFICATION FROM THE JV FMC-NEC
<p>2.2.3 Certificate of Exclusive Distributorship from the various critical hardware providers of the current SID-SRB system modules namely: Biometric Servers, Storages &amp; Other Front-end &amp; Back-end machines (ABIS, INVESTIGATION, and ADMIN), ID and Booklet Personalization &amp; Inventory Machines (PERSO &amp; Inventory), Quality &amp; Issuance (QC &amp; ISSUANCE), (SID Printer with Chip Reader Fargo), (SRB Printer /Surys).</p>	/		PLS REFER TO THE ATTACHED NOTARIZED CERTIFICATION FROM THE JV FMC-NEC
<p>2.2.4 Certification of Certified Technicians issued by the critical non-commercial HW manufacturers on the ABIS, PERSO &amp; Inventory system of the current SID-SRB project.</p>	/		PLS REFER TO THE ATTACHED NOTARIZED CERTIFICATION FROM THE JV FMC-NEC
<p>2.2.5 Certificate of any international management system such as ISO 9001, ISO 37001 or equivalent.</p>	/		PLS SEE ATTACHED COPY OF ISO CERTIFICATION OF FMC & NEC

SCOPE OF WORK/TECHNICAL SPECIFICATIONS					
Item No.	Description/Technical Specifications	Total Quantity	Supplier's Statement of Compliance	Unit Cost (VAT inclusive)	Total Cost (VAT inclusive)
<b>A. SOFTWARE</b>					
	Software Licenses Renewal Subscription for Front End and Back End Systems	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Data Capture Module	One Lot	COMPLY	PHP 150,000.00	PHP 150,000.00
	Staging Module	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Workflow and front-End Communication Module	One Lot	COMPLY	PHP 150,000.00	PHP 150,000.00
	Automated Biometrics Information Systems (ABIS)	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Personalization Module	One Lot	COMPLY	PHP 420,000.00	PHP 420,000.00
	Inventory	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Quality Control Module	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Investigation Module	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Issuance Module	One Lot	COMPLY	PHP 0.00	PHP 0.00
	Oracle Database Support	One Lot	Admin Support	PHP 0.00	PHP 0.00
	Helpdesk Module	One Lot	COMPLY	PHP 0.00	PHP 0.00
<b>1. FRONT END SYSTEM</b>					
1.1	<b>FRONT END WORK STATIONS</b>				
	Workstations Operating System Windows 8	122	COMPLY	ONE LOT	PHP 0.00
	Anti-Virus for Workstations Kaspersky	122	COMPLY	ONE LOT	PHP 120,000.00
	Front – End Communication Software	14	COMPLY	ONE LOT	PHP 1,600,000.00
	NEC Software Application				
1.2	<b>VPN – VIRTUAL PRIVATE NETWORK CLIENT</b>				
	VPN Client	136	COMPLY	ONE LOT	PHP 400,000.00
	Fortinet VPN Client				
1.3	<b>NEC SPID FACE, CAPTURE AND QC, SIGNATURE AND DOCUMENT SCANNING</b>				
	SPID For Enrollment, Issuance, Investigation Workstations	65	COMPLY	ONE LOT	PHP 2,166,300.00
	NEC SPID				
<b>2. BACK END SYSTEM</b>					
2.1	<b>OPERATING SYSTEM</b>				
	OS – Server (Windows)	78	COMPLY	PHP 0.00	PHP 0.00
	Microsoft Windows Server 2016 /Standard Edition, Per 2 Core Licenses				
	OS – Server (Linux)	2	COMPLY	PHP 0.00	PHP 0.00
	Red Hat Enterprise Linux RHEL 7.5				
2.2	<b>DATABASE SYSTEM</b>				
	Oracle 12c Standard Edition	2	COMPLY	PHP 317,000.00	PHP 634,000.00
	Oracle 12c Standard Edition SE2, Release 2		DB Admin Support Only		
2.3	<b>ANTI-VIRUS</b>				



	Anti-Virus Licenses for Servers Kaspersky Endpoint Security for Business- Select (Client Language)	15	COMPLY	ONE LOT	PHP 1,122,000.00
<b>2.4</b>	<b>CENTRALIZED BACKUP</b>				
	Net backup Server – Standard Veritas 14 Client Licenses Net Backup Server – Standard	1	COMPLY*	PHP 1,206,000.00	PHP 1,206,000.00
<b>2.5</b>	<b>NEC BMS SERVER SOFTWARE LICENSE</b>				
	BMS Server Software License for 1,000,000 records NEC Face Matching Controller for 2 servers	1	COMPLY	PHP 6,400,000.00	PHP 6,400,000.00
<b>2.6</b>	<b>FACE MATCHING</b>				
	NEC Face Matching Units Software License (2 Way) NEC Search Engines for 2 x Xeon 8 Cores Server	1	COMPLY	PHP 4,720,000.00	PHP 4,720,000.00
<b>2.7</b>	<b>BACK END SERVER SW</b>				
	Personalization System FMC In-house Personalization System	1	COMPLY	PHP 1,400,000.00	PHP 1,400,000.00
	Inventory & QA System FMC In-house Personalization System	1	COMPLY	PHP 0.00	PHP 0.00
	Helpdesk Module Zendesk	1	COMPLY	PHP 2,600,000.00	PHP 2,600,000.00
<b>B. HARDWARE</b>					
<b>1. FRONT END</b>					
<b>1.1.</b>	<b>WORKSTATIONS</b>				
	Data Capture Module Workstation w/ 2 Monitors HP ProDesk 400 G4 Microtower w/2 HP V194 18.5" Monitor	45	COMPLY	PHP 12,000.00	PHP 540,000.00
	Parse & Inventory Workstation HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor	21	COMPLY	PHP 10,000.00	PHP 210,000.00
	Quality Control Workstation HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor	19	COMPLY	PHP 10,000.00	PHP 190,000.00
	Issuance Workstation HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor	19	COMPLY	PHP 10,000.00	PHP 190,000.00
	Coms/Front-End Workstation HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor	14	COMPLY	PHP 10,000.00	PHP 140,000.00
	Stand-Alone Kiosk Workstation HP ProDesk 400 G4 Microtower w/1 HP V194 18.5" Monitor	16	COMPLY	PHP 10,000.00	PHP 160,000.00
<b>1.2.</b>	<b>DIGITAL CAMERAS</b>				

	Data Capture Module Digital Camera w/ Accessories	45	COMPLY	PHP 7,244.44	PHP 326,000.00
	Canon EOS 3000D				
1.3.	DOCUMENT SCANNER				
	Data Capture Module - Document Scanner	45	COMPLY	PHP 5,555.56	PHP 250,000.00
	Epson Workforce DS-520				
1.4.	SIGNATURE PAD				
	Data Capture Module - Signature Pad	45	COMPLY	PHP 2,400.00	PHP 108,000.00
	Wacom STU-430 Signature Tablet				
	Issuance - Signature Pad	19	COMPLY	PHP 2,400.00	PHP 45,600.00
	Wacom STU-430 Signature Tablet				
1.5.	BARCODE READER				
	Perso & Inventory - Barcode Reader	21	COMPLY	PHP 1,142.86	PHP 24,000.00
	Honeywell 1300G-2USB				
1.6.	MRZ READER				
	Quality Control - MRZ Reader	19	COMPLY	PHP 16,800.00	PHP 319,200.00
	ARH Combo Smart MRZ Reader				
	Stand-Alone Kiosk - MRZ Reader	18	COMPLY	PHP 16,800.00	PHP 268,800.00
	ARH Combo Smart MRZ Reader				
1.7.	UNINTERRUPTIBLE POWER SUPPLY (UPS)				
	Data Capture Module - UPS for Workstation	45	COMPLY	PHP 1,400.00	PHP 63,000.00
	APC Back-UPS 625				
	Perso & Inventory - UPS for Workstation	21	COMPLY*	PHP 1,400.00	PHP 29,400.00
	APC Back-UPS 625				
	Perso & Inventory - UPS for SID & SRB Printer	21	COMPLY*	PHP 1,500.00	PHP 31,500.00
	APC Back-UPS BX-1100 L/MS				
	Quality Control - UPS for Workstation	19	COMPLY	PHP 1,400.00	PHP 26,600.00
	APC Back-UPS 625				
	Issuance - UPS for Workstation	19	COMPLY	PHP 1,400.00	PHP 26,600.00
	APC Back-UPS 625				
	Comms/Front-End - UPS for Workstation	14	COMPLY	PHP 1,400.00	PHP 19,600.00
	APC Back-UPS 625				
1.8.	AUTOMATIC VOLTAGE REGULATOR				
	Perso & Inventory - SRB Laminator	21	COMPLY	PHP 1,900.00	PHP 39,900.00
	Iontek SR-1				
1.9.	SID PRINTER WITH CHIP READER				
	Perso & Inventory - SID Printer with Chip Reader	21	COMPLY*	PHP 148,571.43	PHP 3,120,000.00
	Fargo DTC5500 LMX, Dual Side Printer with Build-in Omnikey 5421 Chip Encoder				
1.10.	SRB PRINTER				
	Perso & Inventory - SRB	21	COMPLY*	PHP 185,714.29	PHP 3,900,000.00
	Printer/ Surys HiPrint P2000				
1.11.	SRB LAMINATOR				



	<i>Perso &amp; Inventory – SRB Laminator</i> Surya HiLam R2000	21	COMPLY*	PHP 208,571.43	PHP 4,380,000.00
<b>1.12.</b>	<b>NETWORK SWITCHES</b>				
	<i>Network Switch – Central Office</i> NEC QX – S1008GT-2G / 24 Port 1 Gbps Network Switch	1	COMPLY*	PHP 80,000.00	PHP 80,000.00
	<i>Network Switch – Regional / Satellite Office</i> NEC QX – S1008GT-2G / 8 Port 1 Gbps Network Switch	15	COMPLY*	PHP 0.00	PHP 0.00
	KMV- NEC N8143-106F 17 inch LCD US 83- keys keyboard optical mouse 8-port switch	1	COMPLY	PHP 39,500.00	PHP 39,500.00
<b>2. BACK END</b>					
<b>2.1.</b>	<b>SERVERS</b>				
	<i>Servers – Database</i> NEC Express5800 / R120h-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	COMPLY*	PHP 149,000.00	PHP 298,000.00
	<i>Servers Biometric Matching System (BMS)</i> 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	2	COMPLY*	PHP 170,000.00	PHP 340,000.00
	<i>Servers – Virtualization Host</i> 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	2	COMPLY*	PHP 170,000.00	PHP 340,000.00
<b>2.2.</b>	<i>Servers – Backup</i> 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	1	COMPLY*	PHP 170,000.00	PHP 170,000.00
<b>2.3.</b>	<b>DISK STORAGE</b>				
	<i>NEC M310 Disk Array Controller and Enclosure</i> 14X600GB SAS Disk Drives 12X2TB NLSAS Disk Drives 4X8GB Fiber Channel	1	COMPLY*	PHP 602,000.00	PHP 602,000.00
<b>2.4.</b>	<b>NETWORK SWITCH</b>				
	NEC QX-S5248GT-4X 48 Port 1 Gbps Network Switch	1	COMPLY	PHP 80,000.00	PHP 80,000.00

<b>2.5.</b>	<b>NETWORK SECURITY / FIREWALL</b>				
	Fortinet Unified Threat Management Appliance	1	COMPLY	PHP 0.00	PHP 0.00
	Fortigate Fg-80E with 200 VPN Clients 14 x GE RJ45 Ports (including 1 DMZ) – Demilitarized Zone)				
<b>2.6.</b>	<b>TAPE LIBRARY</b>				
	Backup System	-2- ONE LOT	COMPLY	PHP 554,000.00	PHP 554,000.00
	DELL – EMC ML3 2 x ML3 LTO6 FG-HH Tape Drive				

SCOPE OF WORK/TECHNICAL SPECIFICATIONS	Supplier's Statement of Compliance	Unit Cost (VAT inclusive)	Total Cost (VAT inclusive)
<b>1. Other Responsibilities:</b>			
a. The service provider shall submit the <b>UPDATED SOURCE Code</b> stored in 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.	COMPLY		
<b>2. Hardware Maintenance Support for 12-month Period Contract:</b>			
a. The service provider shall provide the following services within the contract period:			
i. <u>Remedial Maintenance Services</u>	COMPLY		
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.	COMPLY		
2. Frequency of Remedial Maintenance, as needed			
ii. <u>Comprehensive Hardware Support</u>	COMPLY*	PLS SEE ATTACHED SOW & DETAILED TECHNICAL PROPOSAL	
1. Maintenance service covers all hardware and equipment only as needed.			
iii. <u>Preventive Maintenance Services</u>	COMPLY*		
1. The cleaning, adjusting, lubrication, testing of the equipment to determine that is in good working condition.	COMPLY	SCHEDULE CAN BE SUBJECT TO CHANGE WITH PRIOR APPROVAL FROM MARINA	
2. The schedule of the preventive maintenance service is as follows: (MARINA Central Office – June, MRO I & II – July, MRO IV – July, MRO V – July, MRO VI – August, MRO VII – August, MRO VIII – August, MRO IX – September, MRO X – September, MRO XI – September, MRO XIII – September)			
3. The SID/SRB Preventive Maintenance Form (Annex A) must be completed and signed by MISS personnel/officers, and NEC/FMC personnel for checking and monitoring	COMPLY		
4. Designated MISS IT Technical staff shall accompany NEC/FMC personnel during the conduct of the scheduled preventive service at the MARINA Regional Offices.	COMPLY		
iv. Provision of hardware replacement by the maintenance provider for those that cannot be repaired within two (2) days or more, upon detection of defect.	THIS IS NOT PART OF THE PREVENTIVE MAINTENANCE SCOPE. ADDITIONAL BACKUP UNITS FOR OUR SEPARATE QUOTATION.		
<b>3. Software Application Support Services for 12-month Period Contract</b>			



<p>a. The service provider shall provide Maintenance and Support services to all MARINA SID/SRB processing centers in the following:</p> <ul style="list-style-type: none"> <li>i. Renewal of Licenses of the Software for Front-End and Back-End</li> <li>ii. Data Capture Module</li> <li>iii. Staging Module</li> <li>iv. Workflow &amp; Front-end Communication Module</li> <li>v. Automated Biometrics Information System (ABIS)</li> <li>vi. Personalization Module</li> <li>vii. Inventory Module</li> <li>viii. Quality Control Module</li> <li>ix. Investigation Module</li> <li>x. Issuance Module</li> <li>xi. Limited to Database Administrative Support</li> <li>xii. Helpdesk Module</li> </ul>	COMPLY		
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.	COMPLY		
c. Escalate issues to Level 3 (L3) support	COMPLY		
d. Provide bug fixes, patches, and necessary upgrades for and within the same application functionality, version, and operating environment.	COMPLY		
e. Conduct testing of releases and patches before delivery to MARINA.	COMPLY		
f. Deployment of the fixes and patches to the MARINA environment.	COMPLY		
g. Testing of fixes and patches with MARINA.	COMPLY		
h. Deployment of licenses in case additional licenses are procured.	COMPLY		
i. Provide annual health checks on Application Software and assess its current status.	COMPLY		
j. Provide technical guidance on optimization procedures and tune-up and error re-processing when necessary.	COMPLY		
k. Provide assistance on testing of new environment (e.g. OS upgrade, Server migration, testing of new devices within the warranty, maintenance period).	COMPLY	OS VERSION OR SERVER	FOR SW&HW UPGRADES INTEGRATION IS NOT PART OF OUR MAINTENANCE SCOPE.
l. Software Release Tracking and Deployments: Timely updates on Software release version tracking when bug fixes need to be applied.	COMPLY		
m. Monitor the system capacity and performance to ensure that the system is running smoothly and in optimal condition.	COMPLY		
<b>4. Operation and Technical Support for 12-month Period Contract</b>			
a. 8 x 5 Technical support Onsite –personnel (Monday to Friday, excluding National/Public and Special Non-Working Holidays) for the hardware and services listed	COMPLY		
b. Corrective Maintenance Response time: within four (4) hours upon receipt of 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.	COMPLY		
c. Reporting and safekeeping of service records	COMPLY		
d. Incident Management and Reporting	COMPLY		
<ul style="list-style-type: none"> <li>i. Close monitoring of tickets and/or service requests</li> <li>ii. Daily updates on tickets/incident status</li> <li>iii. Proper turnover of incidents and pending activities</li> <li>iv. Knowledge-based management</li> </ul>			

GENERAL TERMS			
1. To assist the service provider in complying with its obligations under this contract, MARINA shall:	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
1.5 Make available and be represented in all activities related to the maintenance task.	COMPLY	MARINA SCOPE	
1.6 Provide all Internet connectivity and its relevant maintenance.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
3. The service provider shall not be responsible for any other dependencies or other activities outside the scope of this contract.	COMPLY	MARINA SCOPE	
3.1 All materials, consumables, computer items, or computer supplies necessary for the operation of the equipment.	COMPLY	MARINA SCOPE	
3.2 Maintenance services for equipment, machines, devices, and/or software not listed in the hardware list in Scope of Work/Technical Specifications.	COMPLY	MARINA SCOPE	
3.3 Electrical work external to any equipment or machine.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
3.5 Feature changes, upgrading or downgrading the equipment.	COMPLY	MARINA SCOPE	
3.6 Support to sites not specifically noted in this document.	COMPLY	MARINA SCOPE	
3.7 Any software application development/upgrades, enhancements beyond the project coverage as stated in this TOR.	COMPLY	MARINA SCOPE	
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.)	COMPLY	MARINA SCOPE	
3.9 Re-creation of data destroyed for whatever reason, unless directly occasioned by the fault or negligence of the service provider.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
3.11 Virus in the service provider's Application Software and the recovery of the service provider's Application Software to normal	COMPLY	MARINA SCOPE	



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.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
3.13 Correction of errors or defects caused by the operation of the service provider's Application Software in a manner other than specified by the service provider.	COMPLY	MARINA SCOPE	
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.	COMPLY	MARINA SCOPE	
3.15 All internal connectivity and its maintenance	COMPLY	MARINA SCOPE	

TOTAL: PHP 40,000,000.00  
 (LESS 10% DISCOUNT) 4,000,000.00  
 TOTAL OFFER: PHP 36,000,000.00

ATTY. SHERLYN O. OMALIN

Signature over Printed Name

AUTHORIZED REPRESENTATIVE OF THE JV

Position/Designation

0287732600

Office Telephone No.

0287732600

Fax/Mobile No.

sherlyn.omalin@nec.com.ph

Email Address/es

\*CRITICAL HARDWARE SPECIFICALLY THE CORE SERVERS, SIO&SRB PRINTERS, SRB LAMINATORS, ETC. ARE NOW REACHING ITS END-OF-LIFE (EOL) AND MIGHT BE DUE FOR REPLACEMENT. CRITICAL SPAREPARTS FOR THESE ITEMS SHOULD BE BUDGETED SEPARATELY TO ENSURE NO DISRUPTION IN PRODUCTION. PARTS ARE SUBJECT TO MARKET AVAILABILITY.

## SCHEDULE OF REQUIREMENTS

This schedule of requirements stipulates the period of delivery of the items and services covered by the RFQ to the official address of the procuring entity, the MDS, MARINA. Deliveries should be made within office hours and on regular working days or on the date as may be stipulated in the contract.

Item No.	Description	Quantity	Delivery Schedule	Supplier's Statement of Compliance
1. SOFTWARE - FRONT END SYSTEM				
1.1.	Workstations Operating System	122	The Twelve (12) Months maintenance contract shall commence from the date of issuance of the Notice to Proceed (NTP).	COMPLY
1.2.	Anti-Virus for Workstations	122		COMPLY
1.3.	Front – End Communication Software	14		COMPLY
1.4.	VPN Client	136		COMPLY
1.5.	SPID For Enrollment, Issuance, Investigation Workstations	65		COMPLY
2. SOFTWARE- BACK END SYSTEM				
2.1.	OS – Server (Windows)	78	The Twelve (12) Months maintenance contract shall commence from the date of issuance of the Notice to Proceed (NTP).	COMPLY
2.2.	OS – Server (Linux)	2		COMPLY
2.3.	Oracle 12c Standard Edition	2		COMPLY
2.4.	Anti-Virus Licenses for Servers	15		COMPLY
2.5.	Net backup Server – Standard	1		COMPLY
2.6.	BMS Server Software License for 1,000,000 records	1		COMPLY
2.7.	NEC Face Matching Units Software License (2 Way)	1		COMPLY
2.8.	Personalization System	1		COMPLY
2.9.	Inventory & QA System	1		COMPLY
2.10.	Helpdesk Module	1		COMPLY
3. HARDWARE - FRONT END				
3.1.	Data Capture Module Workstation w/ 2 Monitors	45	The Twelve (12) Months maintenance contract shall commence from the date of issuance of the Notice to Proceed (NTP).	COMPLY
3.2.	Perso & Inventory Workstation	21		COMPLY
3.3.	Quality Control Workstation	19		COMPLY
3.4.	Issuance Workstation	19		COMPLY
3.5.	Coms/Front-End Workstation	14		COMPLY
3.6.	Stand-Alone Kiosk Workstation	16		COMPLY
3.7.	Data Capture Module Digital Camera w/ Accessories	45		COMPLY
3.8.	Data Capture Module - Document Scanner	45		COMPLY
3.9.	Data Capture Module - Signature Pad	45		COMPLY
3.10.	Issuance - Signature Pad	19		COMPLY
3.11.	Perso & Inventory – Barcode Reader	21		COMPLY
3.12.	Quality Control – MRZ Reader	19		COMPLY
3.13.	Stand-Alone Kiosk – MRZ Reader	16		COMPLY
3.14.	Data Capture Module – UPS for Workstation	45		COMPLY
3.15.	Perso & Inventory – UPS for Workstation	21		COMPLY



3.16.	Perso & Inventory – UPS for SID & SRB Printer	21		COMPLY
3.17.	Quality Control – UPS for Workstation	19		COMPLY
3.18.	Issuance – UPS for Workstation	19		COMPLY
3.19.	Comms/Front-End – UPS for Workstation	14		COMPLY
3.20.	Automatic Voltage Regulator for Perso & Inventory – SRB Laminator	21		COMPLY
3.21.	Perso & Inventory – SID Printer with Chip Reader	21		COMPLY
3.22.	Perso & Inventory – SRB Printer	21		COMPLY
3.23.	Perso & Inventory – SRB Laminator	21		COMPLY
3.24.	Network Switch – Central Office	1		COMPLY
3.25.	Network Switch – Regional / Satellite Office	15	COMPLY	
<b>4. HARDWARE – BACK END</b>				
4.1	Servers – Database	2	The Twelve (12) Months maintenance contract shall commence from the date of issuance of the Notice to Proceed (NTP).	COMPLY
4.2	Servers Biometric Matching System (BMS)	2		COMPLY
4.3	Servers – Virtualization Host	2		COMPLY
4.4	Servers – Backup	1		COMPLY
4.5	NEC M310 Disk Array Controller and Enclosure	1		COMPLY
4.6	Network Switch NEC QX-S5248GT-4X	1		COMPLY
4.7	Fortinet Unified Threat Management Appliance	1		COMPLY
4.8	Tape Library Backup System	-2- ONE LOT		COMPLY
<b>5. Mandatory Requirements</b>				
5.1	Mayor's/Business Permit		Required to be submitted along with your quotation	COMPLY
5.2	PhilGEPS Reg. Number		Required to be submitted along with your quotation	COMPLY

ATTY. SHERLYN C. OMAUN

Signature over Printed Name

AUTHORIZED REPRESENTATIVE OF THE JV

Position/Designation

0287732600

Office Telephone No.

0287732600

Fax/Mobile No.

sherlyn.omaun@nec.com.ph

Email Address/es

<b>FINANCIAL OFFER</b>	
<b>Approved Budget for the Contract</b>	<b>Total Offered Quotation</b>
<p><i>Thirty Six Million Pesos</i></p> <p><b>(Php 36,000,000.00)</b></p>	<p>In words: _____</p> <p><b>THIRTY-SIX MILLION PESOS ONLY</b></p> <p>_____</p> <p>_____</p> <p>In figures: <b>PHP 36,000,000.00</b></p> <p>_____</p> <p>_____</p> <p>_____</p>

<b>Terms of Payment:</b>	<p>Payment shall be made on a monthly basis subject to the submission of the billing statement and other supporting documents by the bidder and the issuance of a certificate of satisfactory service by MARINA.</p> <p>In case of Automatic Debit Arrangement (ADA) through Land Bank of the Philippines (LBP) facilities, or other Commercial Banks, the applicable bank charges shall be for the account of the supplier. The supplier shall submit bank details together with billing statement/ invoice for ready reference.</p>
Banking Institution:	<b>MIZUHO BANK, LTD - MANILA BRANCH</b>
Account Number:	<b>H10-767-104726</b>
Account Name:	<b>NEC PHILIPPINES INC.</b>
Branch:	<b>MANILA BRANCH - 25F THE ZUELLIG BLDG., MAKATI AVE., MAKATI CITY 1225</b>

  
**ATTY. SHERLYN O. MALIN**  
 Signature over Printed Name  
**AUTHORIZED REPRESENTATIVE OF THE JV**  
 Position/Designation  
 0287732600  
 Office Telephone No.  
 0287732600  
 Fax/Mobile No.  
 sherlyn.omalin@nec.com.ph  
 Email Address/es



### **TERMS AND CONDITIONS:**

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of *thirty (30) calendar days* from the date of submission.
3. Price quotation, denominated in Philippine peso, shall include all taxes, duties and/or other charges payable relative to the items described in the RFQ.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. **All submission in response to the RFQ shall be in hard copy with fresh signature only. Submission in electronic copies shall not be entertained.**
6. Award of contract shall be made to lowest calculated and responsive quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
9. The MARINA shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
10. In case two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the MARINA-BAC shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
11. **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 supplier's account.**
12. Liquidated damages equivalent to one tenth of one percent (0.1%) of value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The MARINA shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract without prejudice to other courses of action and remedies open to it.

  
ATTY. SHERLYN C. OMALIN

Signature over Printed Name

AUTHORIZED REPRESENTATIVE OF THE JV

Position/Designation

# ANNEX B

TO: MARITIME INDUSTRY AUTHORITY

JOINT VENTURE – FMC RESEARCH SOLUTIONS INC. & NEC PHILIPPINES INC.

Commercial Proposal for Twelve (12) Months Maintenance and Support of the MARINA's Seafarer's Identity Document (SID) and Seafarer's Record Book (SRB) System

December 6, 2023

Strictly Confidential

On Enriching a brighter world

**NEC**

**ELLERRE TORRENTE**

Date: 12/15/2023

Time: 4:00pm



## EXECUTIVE SUMMARY

This document provides a detailed Proposal for the Twelve (12) Months Maintenance and Support of the MARINA's Seafarer's Identity Document (SID) and Seafarer's Record Book (SRB) System.

This Proposal is in reference to the continuing Joint Venture Agreement ("JVA") between FMC Research Solutions Inc. ("FMC") and NEC Philippines Inc. ("NEC") and the Contract signed between the Joint Venture ("JV") of FMC and NEC and the Philippine International Trading Corporation ("PITC") (for and on behalf of MARINA) for the "Consultancy Services for the Design and Development of ILO-Compliant Seafarers Identity Documents (SID) and Seafarers Identification and Record Book (SRB) and for the Maritime Industry Authority (MARINA) the Supply, Delivery, and Installation of Required Hardware and Software Communication Infrastructure and Documentation under Bid Ref. No. GPG-B1-2017-032", dated July 23, 2018, and its subsequent Addendum dated August 7, 2018.

Under the JVA, the Parties agreed to appoint NEC to receive payments for goods and services delivered.

Effectively, the JV shall serve as the SERVICE PROVIDER for the Six (6) Months Maintenance and Support of the MARINA's Seafarer's Identity Document (SID) and Seafarer's Record Book (SRB) System.

The twelve (12) months maintenance period shall commence on February \_\_, 2024 after the termination of MARINA's current Maintenance and Support period by January \_\_, 2025 or upon a written notice signed and acknowledged between MARINA and the SERVICE PROVIDER, whichever comes later.

## 2. VENDOR QUALIFICATION

The service provider is compliant with the following qualifications	
1	Technical Support Certified by Core Software Provider of the current SID-SRB
2	Certificate of Distributorship from Core Software Provider of the current SID-SRB
3	Certified ISO 9001 and ISO 27001
4	With 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)
5	Certificate of Distributorship from DCM Hardware providers of the current SID-SRB
6	Certified Technicians issued by the HW manufacturers on the DCM equipment of the current SID-SRB project
7	With certificate of completion provided on support project in similar industry

## 3. PROJECT DESCRIPTION

The SERVICE PROVIDER shall provide hardware and software maintenance services to MARINA SID-SRB System starting on February \_\_, 2024 to January \_\_, 2025 with the following coverage and commercial price

#### 4. SCOPE OF WORK

##### a. Activities

Deliverables	Activities
<b>Hardware Replacements</b>	Best effort maintenance of Front-end (workstations, DCM, Perso machines, UPS, etc) & Back-end (Servers & Storage) HWR inventory and Network components Itemized in Annex A where parts are subject to availability
<b>Operations Support</b>	Provide support to users who are having issues in the processing of transactions on SID/SRB applications
<b>Technical Support</b>	<ol style="list-style-type: none"> <li>8x5 On-Site technical support for the SID/SRB System (Monday to Friday, excluding National/Public and Special Non-Working Holiday)</li> <li>Routine maintenance checks</li> <li>Report documentation</li> </ol>

##### b. The Service Provider shall provide Hardware Monitoring for Twelve (12) months

Service to be provided during the maintenance period	
1	<u><b>Remedial Maintenance Services</b></u> 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 for <b>Front end equipment</b> .
2	<u><b>Hardware Support</b></u> Maintenance service covers all hardware and equipment as stated in Annex A.
3	<u><b>Preventive Maintenance Services</b></u> The testing of the equipment to determine that is in good working condition. This shall be done at the end of the maintenance period or on agreed schedule with MARINA.



**c. The Service Provider shall provide Software Application Support Services for Twelve (12) months**

1	The Service provider shall conduct software support services for: <ul style="list-style-type: none"> <li>• Data Capture Module</li> <li>• Staging Module</li> <li>• Workflow &amp; Front-end Communication Module</li> <li>• Automated Biometrics Information System (ABIS)</li> <li>• Personalization Module</li> <li>• Inventory Module</li> <li>• Quality Control Module</li> <li>• Investigation Module</li> <li>• Issuance Module</li> <li>• Database administration Support</li> <li>• Helpdesk Module</li> <li>• SPID</li> <li>• BMS and Face Matching</li> </ul>
2	Level 1 (L1) & Level 2 (L2) technical support for the hardware and services list provided in Annex A 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.
3	Escalation of issue to Level 3 (L3) support.
4	Bug fixes, patches, and necessary updates for and within the same application functionality, version and operating environment.
5	Testing of releases and patches before delivery to MARINA.
6	Deployment of the fixes and patches to MARINA environment.
7	Testing of fixes and patches with MARINA.
8	Deployment of licenses in case additional licenses are procured.
9	Provide technical guidance on optimization procedure and tune-up and error re-processing when necessary.
10	Provide assistance on testing of new environment (e.g. OS upgrade, Server migration, testing of new devices within the warranty, maintenance period).
11	Software Release Tracking and deployments. Timely updates on Software release version tracking when bug fixes need to be applied.
12	Monitoring of system capacity and performance.

**d. Obligations of MARINA**

1. Allow access for the SERVICE PROVIDER's employees and SERVICE PROVIDER's representatives to its premises upon request, subject to the existing security arrangements including provisions for adequate working space and other facilities, as necessary.
2. Ensure that the SERVICE PROVIDER's personnel are provided with all information, computer related facilities, services, supplies, consumables or associated items reasonably required by the SERVICE PROVIDER to comply with its obligations under this Proposal.

3. Provide on request, a suitably trained or informed person(s) to accompany the SERVICE PROVIDER's personnel and to advise the SERVICE PROVIDER on access or on any other matter within MARINA's knowledge or control which will assist the SERVICE PROVIDER in complying with its obligations under this Proposal.
4. Make available and be represented in all activities related to the maintenance task.
5. All internet connectivity and its' maintenance shall be provided by MARINA.

**e. Proposal Exclusions**

1. All materials, consumables, computer items or computer supplies necessary for the operation of the equipment
2. Maintenance services for equipment, machines, devices and/or software not listed in the hardware list in Annex A
3. Replacement parts for equipment, machines, devices for publicly- announced End Of life (EOL) / End of Support (EOS) by the manufacturer listed in Annex A
4. Electrical work external to any equipment or machine
5. 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.
6. Feature changes, upgrading or downgrading the equipment
7. Relocation of the equipment
8. Support to sites not specifically noted in this document.
9. Any software application development / upgrades, enhancements beyond the project coverage as stated in this Proposal
10. Support does not include Oracle Database Systems Software including version upgrade and patches
11. Support for devices listed in Annex A whose defect or problem/issues are caused by external factors (i.e., power surge and/or fluctuations, poor datacenter cooling facility, mishandling by MARINA personnel, etc.)
12. Re-creation of data destroyed for whatever reason, unless directly occasioned by the fault or negligence of the SERVICE PROVIDER
13. Re-construction of destroyed and/or corrupted data or database due to corrupted data source, improper shutdown of server, electrical supply interruptions causing database to crash, virus induced data corruption and any other data errors unless directly caused by the SERVICE PROVIDER Application Software or SERVICE PROVIDER personnel
14. Virus in the SERVICE PROVIDER Application Software and the recovery of the SERVICE PROVIDER 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 rendered. The status of their system must be confirmed in the presence of the SERVICE PROVIDER staff
15. 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



16. Correction of error or defects caused by the operation of the SERVICE PROVIDER Application Software in a manner other than specified by the SERVICE PROVIDER
17. Correction of error or defects caused by the use of computer programs and applications not licensed by or provided by the SERVICE PROVIDER
18. All internet connectivity and its' maintenance

## 5. GENERAL TERMS

1. The SERVICE PROVIDER shall provide technical evaluation, basic troubleshooting assessment and provide recommendation within 24-48 hours arising from any instances beyond the scope of this Proposal including but not limited to the software application system, database etc.
2. On the event that a service ticket has been determined to be out-of -scope with the maintenance coverage , the SERVICE PROVIDER shall issue separate proposal 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 Proposal.

## 6. COMMERCIAL DETAILS

Description	QTY	Amount
Front end Hardware Support	1 Lot	PHP36,000,000.00
Software Maintenance Support		
Onsite & Remote Operation Support		

Prices are in Philippine Peso (PHP). All prices under this offer are inclusive of value-added tax (VAT).

If the Project involves costs incurred in any currency other than Philippine Peso, the prices quoted are based on the exchange rate prevailing on the day the offer is submitted.

Unless price is quoted as fixed, prices are subject to adjustment to account for foreign exchange rate fluctuation.

The SERVICE PROVIDER reserves the right to revise the quotation and scope should the requirement or parameters change.

### Validity

This offer is valid for 90 days from the date of submission.

### a. Invoicing and Payment Terms

Pursuant to the July 23, 2018 , the JV agrees to continue the designation of NEC to receive all

payments from MARINA for goods and services in connection with the Project. NEC shall issue the invoices to MARINA.

Payment Milestones	
1 <sup>st</sup> Invoice to be issued within thirty (30) days after date of commencement date	25%
2 <sup>nd</sup> Invoice to be issued within thirty (30) days prior to end of the 3 <sup>rd</sup> month after commencement date	25%
3 <sup>rd</sup> Invoice to be issued within thirty (30) days prior to end of 6 <sup>th</sup> month after date of commencement date	25%
4 <sup>th</sup> Invoice to be issued within thirty (30) days prior to end of 12 <sup>th</sup> month after date of commencement date	25%

All invoices are due to be paid within thirty (30) days from the date of receipt by MARINA of NEC commercial invoice.

#### b. Ordering Procedure

The Purchase Order shall be sent to NEC. Purchase Order(s) shall include as a minimum:

- the name of MARINA's order responsible person;
  - the exact delivery address or consignment address;
  - the payment terms and conditions;
  - the detailed itemized list of the ordered products with the relevant corresponding part number;
  - the quantity, unit price and total price of the listed ordered products and the calculated total price of the order; and
  - Parties' expected delivery date(s).
- NEC shall send a written confirmation to MARINA that includes the confirmed delivery date(s) in respect to the received order(s). The order is considered as concluded when MARINA has accepted the order confirmation.

P.O. should be addressed to:

**NEC Philippines, Inc.**  
7th Floor 111 Paseo De Roxas Building  
111 Paseo De Roxas Avenue, Legaspi Village,  
Makati City, Philippines

#### 7. Other Terms and Conditions

1. The SERVICE PROVIDER's maximum liability relating to services rendered under this Proposal (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the price of the involved item sold by the SERVICE PROVIDER to MARINA. In no event shall the SERVICE PROVIDER be liable for consequential, special, incidental or punitive loss.



damage or expense (including, without limitation to, loss of profits, opportunity costs, etc.) even if it has been advised on their possible existence.

2. MARINA shall hold the SERVICE PROVIDER and its personnel harmless from and against any claims, liabilities, costs and expenses (including, without limitation to, attorney's fees and the time of both Parties' personnel involved) brought against, paid, or incurred at any time and in any way arising out of the services or relating to information made available in connection with both Parties' work products or services under this Proposal, except to the extent any such losses, expenses, damages or liabilities are finally determined to be the result of bad faith or deliberate misconduct on the part of both the SERVICE PROVIDER and its personnel. This provision shall survive the termination of this Proposal or any agreement hereunder for any reason.
3. The SERVICE PROVIDER will not be liable for the non-fulfillment or any delay in the fulfillment of its obligations covered by this Proposal, if it is due to war (whether declared or not), fires, floods, epidemics, pandemic such as COVID-19, quarantine restrictions, travel restrictions, strikes, freight embargoes, or unusually severe weather, such as typhoons, earthquakes of extreme severe intensities, volcanic eruptions or other Acts of God (ADG), port congestion or any other unforeseeable causes, or if foreseeable but which are unavoidable, and which are beyond the SERVICE PROVIDER's control. In the event of Force Majeure, the SERVICE PROVIDER shall immediately notify MARINA and the delivery shall be extended to such an extent as shall be reasonable. This provision on force majeure shall not be applicable to obligations for the payment of money.
4. If as a result of force majeure, extraordinary electrical surge, pest infestations, gross neglects or other environmental conditions not in accordance with the normal use of the hardware, repair / replacements of parts shall be paid by MARINA in an amount not exceeding prevailing market rates.
5. Any dispute arising from the execution of, or in connection with, this Proposal and/or the Contracts pursuant to this Proposal shall be brought before the proper courts of the City of Manila to the exclusion of all other courts.


## **B. SAVING CLAUSE/ INTEGRATED DOCUMENT**

The Contract pursuant to this Proposal between the JV and MARINA constitutes the entire agreement of the Parties. This Contract complements the existing Contract dated July 23, 2018 between MARINA (through Philippine International Trading Corporation) and the Joint Venture of FMC Research Solutions Inc. ("FMC") and NEC Philippines, Inc. ("NEC") under Joint Venture Agreement notarized last April 30, 2018 and its subsequent Addendum dated August 7, 2018 but supersedes and renders unenforceable and ineffective all irreconcilable provisions in the existing Contract and prior oral and written agreements, representations and arrangements relating to the Project. Any modification, amendment, revocation or waiver of any provision herein can only be made expressly and in writing, duly conformed to by all the parties.

Upon acceptance of this quotation by signing below, all orders are firm and non-cancellable.

For and in behalf of:

Joint Venture – FMC Research Solutions Inc. and NEC Philippines, Inc.

  
\_\_\_\_\_  
Sherlyn Omalin  
President  
NEC Philippines.

**CONFORME**  
MARITIME INDUSTRY AUTHORITY

\_\_\_\_\_  
Authorized Signatory  
Date Signed: \_\_\_\_\_



**Annex A**  
**Hardware and Software List**

**Front-end System – Hardware**

Items	Description	Specifications
1	<b>DCM</b>	Workstation w/ 2 monitors
2		Digital Camera w/ accessories
3		Document Scanner
4		Signature Pad
5		UPS for Workstation
6	<b>Perso &amp; Inventory</b>	Perso & Inventory Workstation
7		Barcode Reader
8		UPS for Workstation
9		SID Printer w/ chip encoder
10		UPS for SID & SRB Printer
11		SRB Printer
12		SRB Laminator
13		AVR for SRB Laminator
14	<b>Quality Control</b>	QC Workstation
15		UPS for Workstation
16		Desktop Laser Printer
17		MRZ Reader
18	<b>Issuance</b>	Issuance Workstation
19		UPS for Workstation
20		Signature Pad
21	<b>Coms/Front-end</b>	Coms Workstation
22		UPS for Workstation
23	<b>Network Switches</b>	Network Switch - Main Office
24		Network Switch - Regional / Satellite Office
25	<b>Stand-alone Kiosk</b>	Workstation w/ Monitor
26		MRZ Reader

**Front-end System – Software**

Items	Description	Specifications
1	<b>Front-End Workstations SW</b>	Workstations Operating System
		Windows 8 or higher

2		Anti-virus for Workstation	Kaspersky
3		Front-end Communication Software	NEC software applications and programs (web services, batch jobs)
3	VPN - Virtual Private Network client	VPN client	Fortinet VPN client
4	NEC SPID with Face Capture and QC, Signature and Document Scanning	SPID for Enrollment, Issuance, Investigation workstations	NEC SPID

#### Monitoring of Backend System – Hardware

Items	Description	Specifications
1	SERVER - Database	NEC Express5800 / R120h-1M (End Of Life / End of Support) CPU: 1 x 8-cores (Xeon Silver 4110 Processor) MEM: 64GB (2 x 32GB DDR4-2666 REG Memory) HDD: 2 x 600GB (Hot Plug 2.5 inch SAS HDD) RAID1 PWR: 2 x 800W Platinum Hot Plug Power Supply FC: Fibre Channel Controller (2ch) Emulex
2	SERVER - Biometric Matching System (BMS)	NEC Express5800 / R120h-1M (End Of Life / End of Support) CPU: 2 x 10-cores (Xeon Silver 4114 Processor) MEM: 64GB (2 x 32GB DDR4-2666 REG Memory) HDD: 2 x 600GB (Hot Plug 2.5 inch SAS HDD) RAID1 PWR: 2 x 800W Platinum Hot Plug Power Supply
3	SERVER - Virtualization Host	NEC Express5800 / R120h-1M (End Of Life / End of Support) CPU: 2 x 10-cores (Xeon Silver 4114 Processor) MEM: 64GB (2 x 32GB DDR4-2666 REG Memory) HDD: 6 x 600GB (Hot Plug 2.5 inch SAS HDD) RAID 1 / RAID 10 PWR: 2 x 800W Platinum Hot Plug Power Supply
4	SERVER - Backup system	NEC Express5800 / R120h-1M (End Of Life / End of Support) CPU: 2 x 8-cores (Xeon Silver 4110 Processor) MEM: 64GB (2 x 32GB DDR4-2666 REG Memory) HDD: 2 x 300GB (15K Hot Plug 2.5 inch SAS HDD) RAID 1 PWR: 2 x 800W Platinum Hot Plug Power Supply FC: Fibre Channel Controller (2ch) Emulex
5	Disk Storage	NEC M310 Disk (End Of Life / End of Support) Array Controller and Enclosure 14 x 600GB SAS Disk Drives 12 x 2TB NLSAS Disk Drives 4 x 8Gb Fiber Channel
6	Network Switch	NEC QX-S5248GT-4X(End Of Life / End of Support) 48-port 1Gbps Network Switch



7	<b>Network Security</b>	Fortinet Unified Threat Management appliance	Fortigate FG-BCE with 200 VPN Clients 14 x GE RJ45 Ports (including 1 DMZ)
8	<b>Tape Library</b>	Backup system	DELL- EMC ML3 2 x ML3 LTO6 FC-HH Tape Drive 15 x LTO6 Tape Media 5 x LTO Cleaning Tape

#### **Server Room – Hardware & Peripherals**

Items	Description	Specifications
1	<b>KVM</b>	KVM (Keyboard-Video-Mouse) console and switch NEC N8143-106F 17-inch LCD, US 83-keys keyboard, Optical mouse, 8-port KVM switch

#### **Backend System – Software**

Items	Description	Specifications
1	<b>Operating System</b>	OS – Server (Windows)
2		Microsoft Windows Server 2016 8 Standard Edition, Per 2-cores license
3	<b>Database System</b>	OS – Server (Linux)
4		Red Hat Enterprise Linux RHEL 7.5
5	<b>Anti-Virus - Servers</b>	Oracle 12c Standard Edition (ASPU)
6		Oracle 12c Standard Edition SE2, Release 2 (ASPU)
7	<b>Centralized Backup System</b>	Anti-Virus Licenses for Servers
8		Kaspersky Endpoint Security for Business - Select (Client Licenses)
9	<b>NEC BMS Server Software License</b>	Veritas 14 Client Licenses NetBackup Server – Standard (Perpetual License)
10		License for 1,000,000 records
11	<b>NEC Face Matching Units</b>	NEC Face Matching Controller for 2 servers
12		Software License (2-Way)
13	<b>Back-End Server SW</b>	NEC Search Engines for 2 x Xeon 8-cores server
14		Personalization System
15		FMC In-house Personalization System
16		Inventory & QA System
17		FMC In-house QC & Inventory System
18		Helpdesk Module
19		Zendesk