

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT
FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF A STORAGE SOLUTION

KNOW ALL MEN BY THESE PRESENTS:

FEB 08 2019

This Contract made and entered into this _____ day of ____ 2019, in Manila Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "PPA";

- and -

INFOSTORAGE CORPORATION, (TIN No. 202-651-032-000), a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 4/F PhilDAF Bldg., Sen. Gil Puyat Avenue, Bel-Air, Makati City, represented in this act by its Authorized Representative, **NORBERTO C. SIOSON, JR.**, as evidenced by the attached Authority of the Signatory (For Corporation) dated 27 November 2018, as Annex "A," and made an integral part of this Contract, and hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations, the PPA Head Office Bids and Awards Committee for the Procurement of Goods and Consultancy Services (BAC-PGCS), posted on PhilGEPS and PPA Website as well as on its bulletin board an Invitation to Bid for the Supply, Delivery, Installation, Testing and Commissioning of a Storage Solution;

WHEREAS, in response to the said advertisement, only one (1) bidder submitted its bid for the foregoing project;

WHEREAS, after the opening of bids on 11 December 2018 and the conduct of bid evaluation and post-qualification, the bid submitted by the SERVICE PROVIDER was declared as the Single Calculated and Responsive Bid in the amount of **EIGHT MILLION NINE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY EIGHT PESOS (P 8,978,858.00)**, Philippine Currency;

WHEREAS, pursuant to BAC-PGCS Resolution No.144-2018 Series of 2018, award of contract was made to the SERVICE PROVIDER in a Notice of Award dated 21 December 2018, in the amount of **EIGHT MILLION NINE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY EIGHT PESOS (P 8,978,858.00)**, after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the SERVICE PROVIDER duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the SERVICE PROVIDER have agreed, as they do hereby agree, and contract as follows:

Witness
JEMA D. SERRANO
Senior Account Manager


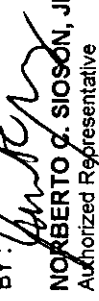
INFOSTORAGE CORPORATION
BY: **NORBERTO C. SIOSON, JR.**
Authorized Representative

Witness
MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: **JAY DANIEL R. SANTIAGO**
General Manager

**ARTICLE I
CONTRACT DOCUMENTS**

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit;


- Witness:
JEMA D. SERRANO
Seylor Account Manager
- BY: 
JEMA D. SERRANO
Seylor Account Manager
- INFOSTORAGE CORPORATION
BY: 
NORBERTO C. SISON, JR.
Authorized Representative
- a. Bid Documents issued by PPA;
 - b. Addenda and/or Supplemental/Bid Bulletins;
 - c. SERVICE PROVIDER's Bid Proposal including all the documents/statements contained therein;
 - d. Performance Security;
 - e. Notice of Award;
 - f. Other Contract Documents that may be required by existing law and/or the PPA such as:
 1. Abstract of Bids;
 2. Approved BAC Resolution Recommending Award of the Contract; and
 3. Certificate of Availability of Funds (CAF)

1.02 All Contract documents are and shall remain as the property of PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

**ARTICLE II
SERVICE PROVIDER'S UNDERTAKING
SCOPE OF WORK**

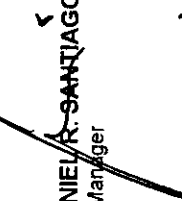
2.01 The SERVICE PROVIDER, in consideration of the payment to be made by PPA as stated in the Contract Documents and this Contract, hereby covenants to execute and complete the following services, as follows;

- Witness:
MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS
- BY: 
MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS
- a) Delivery to site, site inspection and site preparation, setup, installation and configuration of hardware and management software component.
 - b) Storage Virtualization of at least three (3) Hosts systems to be designated by PPA.
 - c) Configuration and provisioning of storage capacity to designated hosts.
 - d) Project Management.

for the Supply, Delivery, Installation, Testing and Commissioning of a Storage Solution, with the following specifications.

Storage Specifications

1. Primary Requirements

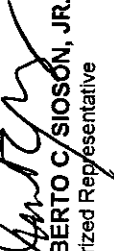
- PHILIPPINE PORTS AUTHORITY
BY: 
JAY DANIEL R. SANTIAGO
General Manager
- 1.1 Must provide a minimum 19TB formatted usable capacity for SAN/ Block level Storage requirements.
 - 1.2 Must provide a minimum of 5TB formatted usable capacity for NAS/ File data type Storage.
 - 1.3 Must include File Storage access for at least 50 users.
 - 1.4 Must have minimum of 512GB cache memory.
 - 1.5 Must have minimum of 16 x 32Gbps FC Front End Ports.
 - 1.6 Must have at least 2 x 10x100x1000 Ethernet ports for local area network user interface access.
 - 1.7 Must be able to virtualize PPA's existing storage array.
 - 1.8 Must include at least one (1) disk hot spare.

2. Storage Features

- 2.1 The proposed storage must be able to centrally consolidate file data type and block data type storage.
- 2.2 The proposed storage must be able to provision file and block data storage capacities using a common disk storage pool.
- 2.3 The proposed storage must be able to provision file and block data storage capacities using virtualized storage.
- 2.4 The proposed storage must include a Controller or Gateway which will allow users to access storage capacities via the local area network.
- 2.5 The proposed storage must have a Unified Management System for data and storage administration, operation, capacity provisioning and performance tuning and must support PPA's existing storage array as well.
- 2.6 The proposed storage must include license for a performance analytics application that can recommend performance baselines and thresholds for monitoring and enforcing optimal service level objectives. Capable of isolating performance problems, determine root cause and provide recommended changes to fix the problem.
- 2.7 The proposed storage must be able to virtualize heterogeneous storage hardware using intelligent controller based virtualization technology.
- 2.8 The proposed storage must have support for RAID5, RAID6, RAID10 technology or better.
- 2.9 The proposed storage must support the following RAID level conversion: RAID10 to RAID6 or RAID5 or better; RAID6 to RAID5.
- 2.10 The proposed storage must support online RAID level conversion without the need to install additional host software and no data lost from the conversion.
- 2.11 The proposed storage must be able to support the following disk types and capacities.
 - . 2.5" SFF 480GB, 960GB, 1.9TB, 3.8TB and 7.6TB Solid State Drives (SSD)
 - . 2.5" SFF 600GB, 1.2TB and 2.4TB SAS10K
 - . 3.5" LFF 6TB and 10TB NL SAS Drives
 - . 3.5" 3.5TB, 7TB, 14TB Flash Module Device (FMD)
- 2.12 Must be able to natively support Flash Module Device (FMD) upgrades for future requirements.
- 2.13 Must be able to upgrade up to 36 drive boxes with 24 slot capacities.
- 2.14 The proposed storage must be able to scale to 48 x 32Gbps F/C ports.
- 2.15 The proposed storage must include disk hot spare.
- 2.16 The proposed storage must support Windows 2003/2008/2012(both cluster and non-cluster version), Sun Solaris, IBM AIX, HP-UX, Red Hat Enterprise Linux, Linux CentOs, Mac OS X, VMware ESX, Microsoft Hyper-V and other system platforms, and provide a list of compatibility matrix.
- 2.17 The proposed storage must be certified new and the latest model by the Original Manufacturer.
- 2.18 The proposed storage must be able to support Thin Provisioning.
- 2.19 The proposed storage must be able to migrate data online from one RAID type or set of drives to another without impacting applications.
- 2.20 The proposed storage must be able to partition and support at least 48000 Logical Volumes.
- 2.21 Must be able to provide automated monitoring of disk drive health and be able to initiate a proactive background drive rebuild on failing drives.
- 2.22 The proposed storage must be able to move volumes online from one storage pool to another virtualized storage pool with no down time.
- 2.23 The proposed storage must have storage tiering technology, with support for three (3) media types and support external storage tiering to other brands.
- 2.24 The proposed storage must support

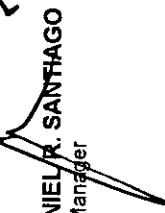
Witness

JEMAD D. SERRANO
 Senior Account Manager

INFOSTORAGE CORPORATION
 BY: 
NORBERTO C. SIOSON, JR.
 Authorized Representative

Witness

MARK JONES PALOMAR
 Chairperson, HO-BAC-PGCCS

PHILIPPINE PORTS AUTHORITY
 BY: 
JAY DANIEL A. SANTIAGO
 General Manager

- . Nondisruptive component replacement
- . Nondisruptive hot-pluggable disks
- . Nondisruptive microcode updates
- . Nondisruptive data migration
- . Host transparent data migration to any virtualized storage
- . Continuous disk background checks
- . Host path failover
- . Cache backup to SSD
- . Remote maintenance "call-home" service

2.25 The proposed storage must include a browser-based storage configuration and management software

2.26 The storage management software must include security access features that is role-based, for different access privileges for the storage administrators and computer operators

2.02 The SERVICE PROVIDER agrees to complete the services referred to in Section 2.01 and should be operational and accepted within ninety (90) days after receipt by the winning bidder of the Notice to Proceed, at its sole cost and expense, for the implementation of this Contract in accordance with the Contract Documents forming integral parts of this contract. This contract shall include all such items, although not specifically mentioned, than can be reasonably inferred as being required for its completion as if such items were expressly mentioned.

2.03 The SERVICE PROVIDER shall warrant that the proposed storage must include three (3) year onsite 24x7x4 warranty support on parts and labor.

2.04 The SERVICE PROVIDER recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

ARTICLE III CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the SERVICE PROVIDER of all its undertakings defined in and provided for under this Contract and Contract Documents, PPA agrees to pay the SERVICE PROVIDER the total amount not exceeding **EIGHT MILLION NINE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY EIGHT PESOS (P 8,978,858.00)**, Philippine Currency, inclusive of the twelve percent (12%) value added tax (VAT).

3.02 Payment shall be made only upon certification by the Head of Procuring Entity that the services have been completed in accordance with the terms of this Contract and have been duly inspected and accepted. Provided, further, that payment shall be in accordance with existing accounting and auditing rules and regulations.

3.03 The SERVICE PROVIDER's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the Bid Document and upon fulfillment of other obligations stipulated in this Contract.

3.04 It is agreed and understood that all prices specified in this Contract shall be considered fixed prices and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB), provided that any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

Witness:
JEMA D. SERRANO
Senior Account Manager

INFOSTORAGE CORPORATION
BY: NOBERTO C. SIOSOM JR.
Authorized Representative

Witness:
MARK JOY S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: JAY DANIEL R. SANTHAGO
General Manager

3.05 Any payment due and payable to the SERVICE PROVIDER may be set off against liquidated damages payable to the PPA by the SERVICE PROVIDER under this Contract.

3.06 All payments shall be subject to existing government accounting and auditing rules and regulations.

**ARTICLE IV
PERFORMANCE SECURITY**

4.01 To guarantee the faithful performance of the SERVICE PROVIDER of its obligations under this Contract, it shall post a performance security prior to the signing of the contract.

The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a. Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Five percent (5%)
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4.02 This performance security shall be denominated in Philippine Pesos and posted in favor of PPA which shall be forfeited in the event it is established that the SERVICE PROVIDER is in default in any of its obligations under this Contract.

4.03 In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form as prescribed in Section 4.01 hereof.
- b. It shall be at least co-terminus with the final completion of the project.

4.04 Subject to the conditions of the Contract, the performance security may be released by PPA after the issuance of the Certificate of Completion and Acceptance of the project, provided that there are no claims for labor and materials filed against the SERVICE PROVIDER or the surety company.

4.05 Should any surety bond for the performance of this Contract become unacceptable to the PPA, the SERVICE PROVIDER shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

**ARTICLE V
COMPLETION TIME: LIQUIDATED DAMAGES**

5.01 The SERVICE PROVIDER agrees and obligates itself to perform and complete the services provided in this Contract within ninety (90) days from the receipt of the Notice to Proceed, which shall be issued within seven (7) calendar days from the date of approval of this contract.

Witness:
Jema D. Serrano
JEMA D. SERRANO
Senior Account Manager

INFOSORAGE CORPORATION
BY: *Roberto C. Sison, Jr.*
ROBERTO C. SISON, JR.
Authorized Representative

Witness:
Mark Jon S. Palomar
MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: *Jay Daniel R. Santiago*
JAY DANIEL R. SANTIAGO
General Manager

5.02 Time is of the essence of this Contract. Should the SERVICE PROVIDER refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the SERVICE PROVIDER shall pay the PPA for liquidated damages in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay.

5.03 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the SERVICE PROVIDER under the contract and/or collect such liquidated damages from the retention money or any securities or warranty posted by the SERVICE PROVIDER, whichever is convenient to PPA.

5.04 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be terminated by PPA and the erring SERVICE PROVIDER's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the SERVICE PROVIDER shall pay PPA under Section 5.02 hereof without prejudice to the imposition of appropriate sanctions.

**ARTICLE VI
EXTENSION OF CONTRACT TIME**

6.01 If at anytime during the performance of the Contract the SERVICE PROVIDER should encounter conditions impeding timely performance of the works, the SERVICE PROVIDER shall promptly notify PPA in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the SERVICE PROVIDER's notice, PPA shall evaluate the situation and if it is determined that the cause thereof is due to force majeure or fortuitous events, PPA may grant an extension of contract time to complete the works/services, in which case the extension shall be ratified by the parties by amendment of contract.

**ARTICLE VII
ENTIRE CONTRACT**

7.01 Provisions to the contrary notwithstanding, it is agreed that this is an entire contract for one whole complete work and that partial payments on account by the PPA or the use of parts of the work or equivalent shall not constitute an acceptance of any part of the work before its entire completion and final acceptance in writing by the PPA.

**ARTICLE VIII
SERVICE PROVIDER'S LIABILITY**

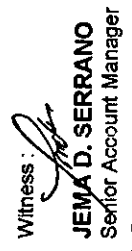
8.01 The Parties, likewise, hereby agree that the employees of the SERVICE PROVIDER are not employees of the PPA; hence, the PPA shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the SERVICE PROVIDER and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The SERVICE PROVIDER agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the SERVICE PROVIDER and/or its employees, sub-contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Agreement. The SERVICE PROVIDER shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the PPA free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

**ARTICLE IX
RESPONSIBILITY OF THE SERVICE PROVIDER**

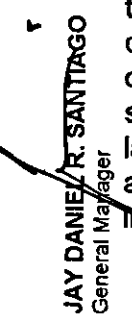
9.01 The SERVICE PROVIDER shall assume full responsibility of its obligations under this contract until its final acceptance by the PPA and shall be held responsible for any damage or destruction of works until such final acceptance.

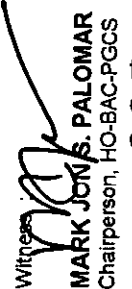
INFOSTORAGE CORPORATION

BY: 
NORBERTO C. SIOSON JR.
Authorized Representative

Witness:

JEMA D. SERRANO
Serfor Account Manager

PHILIPPINE PORTS AUTHORITY

BY: 
JAY DANIEL R. SANTIAGO
General Manager

Witness:

MARK JONES S. PALOMAR
Chairperson, HO-BAC-PGCS

9.02 The SERVICE PROVIDER shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected in the implementation of this Contract.

9.03 Any actionable act or acts of the SERVICE PROVIDER's officials, employees, agents or assignee arising out of or in the course of this Contract, shall be understood and binding as an act of the SERVICE PROVIDER.

**ARTICLE X
NON-ASSIGNMENT AND NO SUBCONTRACT**

10.01 The SERVICE PROVIDER shall not, without the written approval of the PPA, assign its rights or obligations under this Contract, in whole or in part. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for PPA to terminate or cancel this Contract motu proprio without need of judicial action pursuant to Section 16.03 hereof. Should PPA give its written approval for the SERVICE PROVIDER to assign any part of this contract, such consent shall not relieve the SERVICE PROVIDER of its responsibilities under this Contract. The SERVICE PROVIDER shall ensure that the terms and conditions of any such sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by any such sub-contractor of the terms and conditions of this Contract.

**ARTICLE XI
TAXES, LICENSES, PERMITS AND FEES**

11.01 The SERVICE PROVIDER's tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature due or which may be due to the national and/or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, fees for the testing of materials and samples and fees for the testing and inspection of the installation by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the SERVICE PROVIDER on its own account.

**ARTICLE XII
AGREEMENT MODIFICATION**

12.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.

**ARTICLE XIII
INDIVISIBILITY OF OBLIGATION**

13.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be give full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

**ARTICLE XIV
ARBITRATION/REMEDY AND RELIEF**


14.01 Should there be any dispute or disagreement of any kind whatsoever which arise between the parties in connection with the implementation of this contract, the parties hereto shall make every effort to resolve amicably such dispute or disagreement by mutual consultation. In the event that such dispute or disagreement is not resolved to the parties' mutual satisfaction, the matter shall be submitted to the arbitration in the Philippines according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act 2004, without prejudice to the right of PPA to immediately rescind or terminate this contract.

14.02 Should PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SERVICE PROVIDER shall be liable to the PPA for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of all court

Witness
JEMA D. SERRANO
Senior Account Manager

INFOSTORAGE CORPORATION
BY: 
NORBERTO C. SIOSON, JR.
Authorized Representative

Witness
MARK JON'S PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: 
JAY DANIEL R. SANTIAGO
General Manager

actions in connection with or arising out of this Contract shall be laid exclusively in the proper court of the City of Manila.

14.03 It is clearly understood that in case a dispute or disagreement arises between the PPA and the SERVICE PROVIDER regarding the manner by which the latter is performing works, the SERVICE PROVIDER shall follow the instruction of the PPA relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

**ARTICLE XV
OTHER COVENANTS**

15.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.

15.02 It should also be clearly understood that any payment or failure of the PPA to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the PPA shall not be construed or considered as a waiver on the part of the PPA for the enforcement of this Contract, nor shall it relieve the SERVICE PROVIDER of any of its obligations provided thereunder.


15.03 Notwithstanding any provision to the contrary, the PPA has the right to terminate, cancel and/or rescind this Contract motu proprio, in case of breach thereof by the SERVICE PROVIDER or upon failure of the SERVICE PROVIDER to comply strictly with the terms of the contract, without need of judicial action by giving at least TEN (10) days written Notice to that effect to the SERVICE PROVIDER, which Notice shall be final and binding on all the parties. There is a default when any of the following conditions affect its implementation:

- (a) Outside of force majeure, the SERVICE PROVIDER fails to deliver or perform any or all of the obligations within the period specified in the contract, or within any extension thereof granted by PPA pursuant to a request made by the SERVICE PROVIDER prior to the delay, and such failure amounts to at least ten (10%) for the contract price;
- (b) As a result of force majeure, the SERVICE PROVIDER is unable to deliver or perform any or all of its obligations, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from PPA stating that force majeure has already ceased; or
- (c) The SERVICE PROVIDER fails to perform any other obligations under this Contract.

15.04 PPA has the right to require the SERVICE PROVIDER to provide the required maintenance services as well as provide the necessary tools, materials, supplies, equipment, facilities, and to increase the number or workers assigned to the work when exigencies of the service so require. Should the SERVICE PROVIDER fail, refuse or neglect to comply with the same, PPA may award the same to another SERVICE PROVIDER through negotiated contract in accordance with the pertinent provisions of R.A. No. 9184 and its 2016 Revised Implementing Rules and Regulations. Any increase in cost which the PPA may incur as a result thereof, shall be borne by and charged to the SERVICE PROVIDER.

15.05 The SERVICE PROVIDER shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the contract documents taken together, whether the same may or may not be shown or described particularly provided that the same can be inferred therefrom. Should the SERVICE PROVIDER find discrepancy in the services to be provided according to the specifications in this Contract, it shall immediately refer the same to the PPA, whose decision shall be final.

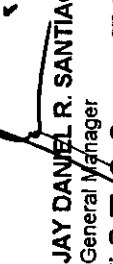
15.06 The SERVICE PROVIDER agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the SERVICE PROVIDER and/or its employees in the performance of their obligations under this Contract.

Witness:

JEMA D. SERRANO
Senior Account Manager

INFOSTORAGE CORPORATION
BY: 
NORBERTO C. SISON, JR.
Authorized Representative

Witness:

MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: 
JAY DANIEL R. SANTIAGO
General Manager

15.07 No payment of the contract shall be made to the SERVICE PROVIDER without the Certificate of Completion and Acceptance from the PPA.

15.08 Notwithstanding any extra work, change of work orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

15.09 The SERVICE PROVIDER shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgement, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the SERVICE PROVIDER and/or any of its employees, agents, representatives or sub-contractors.

**ARTICLE XVI
SPECIAL REPRESENTATION**

16.01 The SERVICE PROVIDER hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the SERVICE PROVIDER such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to motu proprio rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 15.03 hereof.

The SERVICE PROVIDER hereby warrants that it has not given nor promise to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extrajudicially or without need of judicial intervention.

**ARTICLE XVII
EFFECTIVITY**

This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract on the date and place first hereinabove written.


PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:


JAY DANIEL R. SANTIAGO
General Manager

INFOSTORAGE CORPORATION
(TIN No. 202-651-032-000)
By:


NORBERTO C. SIOSON, JR.
Authorized Representative

WITNESSES:


MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS


JEMA D. SERRANO
Senior Account Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **CITY OF PASAY**) S.S.

BEFORE ME, a Notary Public for and in the City of CITY OF PASAY,
Philippines, this FEB 08 2019 day of 2019, personally appeared:

Witness:
JEMA D. SERRANO
Senior Account Manager

NAME	PROOF OF IDENTITY	DATE	PLACE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Norberto C. Sioson, Jr.	SSS No. 3328122829		

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00158522	1-15-19	Manila
Authorized Representative	Infostorage Corporation	00128618	1-17-19	Makati City

BY: **INFOSTORAGE CORPORATION**
NORBERTO C. SIOSON JR.
Authorized Representative

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and that they are the respective representatives of the legal entities they represent.

The foregoing instrument refers to a Contract for the Supply, Delivery, Installation, Testing and Commissioning of a Storage Solution consisting of ten (10) pages including the page on which this acknowledgement is written, signed by the parties and their witnesses on all pages.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 101 ;
Page No. 22 ;
Book No. 11 ;
Series of 2019;

ATTY. HENRY D. ADASA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2019
 COMMISSION 17-23
 PASADENIA ST., PASAY CITY
 IBP NO. 047427 - 01/03/19 PASIG
 PTR NO. 5826667 01/03/19 P.C.
 MCLE COMPLIANCE NO. VI-0002830 - 4/14/2022
 ROLL NO. 29679

Witness:
MARK JOY S. PALOMAR
Chairperson, HO-BAC-PGCS

BY: **PHILIPPINE PORTS AUTHORITY**
JAY DANIEL R. SANTIAGO
General Manager