

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

CONTRACT
FOR THE PROCUREMENT OF INTEGRATED SEISMIC
ACCELEROGRAPH

KNOW ALL MEN BY THESE PRESENTS:

MAR 06 2018

This Contract made and entered into this _____ day of ____ 2018, 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 -

FILIPINAS TECTONIC SAFETY SYSTEMS CORPORATION, (TIN No. 008-977-968-000)/**MIRAIT PHILIPPINES, INCORPORATED**, (TIN No. 005-213-865-000)/**JV**, private corporations duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 206, FCC Building, 119 Rada St., Legaspi Village, Makati City, represented in this act by its duly Authorized Managing Officer, **MYLA B. MESTIOLA**, as evidenced by the Joint Venture Agreement, dated, 08 December 2017, copy of which is hereto attached as Annex "A," and made an integral part of this Contract, and hereinafter referred to as "**SUPPLIER**".

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), advertised in a newspaper of general nationwide circulation and posted on PhilGEPS and PPA Website as well as on its bulletin board an Invitation to Bid for the Procurement of Integrated Seismic Accelerograph;

WHEREAS, in response to the said advertisement, two (2) bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on 15 December 2017 and the conduct of bid evaluation and post-qualification, the bid submitted by the SUPPLIER was declared as the Single Calculated and Responsive Bid in the amount of **ONE HUNDRED SIX MILLION EIGHT HUNDRED NINETY FIVE THOUSAND FORTY PESOS (P 106,895,040.00)**, Philippine Currency;

WHEREAS, pursuant to BAC-PGCS Resolution No. 005-2018 Series of 2018, award of contract was made to the SUPPLIER in a Notice of Award dated 23 January 2018, in the Amount of **ONE HUNDRED SIX MILLION EIGHT HUNDRED NINETY FIVE THOUSAND FORTY PESOS (P 106,895,040.00)**, after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the SUPPLIER 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 SUPPLIER have agreed, as they do hereby agree, and contract as follows:

FILIPINAS TECTONIC SAFETY SYSTEMS CORPORATION/
MIRAIT PHILIPPINES, INCORPORATED/JOINT VENTURE
BY:

Witness:

BELLA GRACIA SANTILLAN
Director-Business General Affairs
Mirait Philippines, Incorporated

MYLA B. MESTIOLA
Authorized Managing Officer

Witness:

ADRIAN FERDINAND S. SUGAY
Chairperson, HCBAC-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;

- a. Bid Documents issued by PPA
- b. Addenda and/or Supplemental/Bid Bulletins, if any
- c. SUPPLIER'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
SUPPLIER'S UNDERTAKING /SCOPE OF WORK

2.01 The SUPPLIER, 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 delivery and installation of the accelerograph, delivery of Web/Database Server and Software and Integration/ Interconnectivity of all units for central monitoring, in conformity in all respects with the provisions of this Contract and Contract/Bid Documents.

2.02 The SUPPLIER agrees to deliver and install the accelerograph to twenty two (22) PPA Port Management Offices within 30-60 days; deliver and install the web/database server, software and monitoring computer within 90-120 days; and intergration and interconnectivity after delivery and installation of web/database server, software and monitoring computer within 90-120 days from the receipt of the Notice to Proceed. This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned.

2.03 The SUPPLIER warrants that each unit shall be free from defects in materials and workmanship. The warranty period shall be at least one (1) year from the date of receipt of the equipment by the PPA, wherein all costs for any repairs and/or replacement of parts of the equipment shall be for the account of the SUPPLIER.

Within this period, maintenance checks and calibration shall be done regularly, without cost to the PPA.

2.04 The SUPPLIER shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.

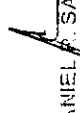
2.05 The SUPPLIER shall provide for technical support, either through phone-in hotline or on-site visits, if necessary. All issues shall be resolved within two (2) working days from notice thereof.

2.06 The SUPPLIER shall warrant the availability of a service unit in case of repairs. or in the event of a breakdown of any of the purchased equipment.

The temporary unit shall be deployed to the concerned PMO within 48 hours from PPA's request. Any replacement shall be of the same or superior specifications and acceptable to the PPA.

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BY: 
Bella Gracia Santillan
Directress, Business General Affairs
Mirait Philippines, Incorporated
Witness:
Mela P. Mestizola
Authorized Managing Officer

Witness:
Adrian Ferdinand S. Sugay
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: 
Jay Daniel C. Santiago
General Manager

2.07 Training/orientation for the use and maintenance of the equipment shall be conducted by the SUPPLIER for the concerned PPA personnel. Training shall be done within one (1) month from installation of all units. All costs for training shall be for the account of the SUPPLIER.

2.08 One set of equipment manual shall be included for each unit of equipment delivered.

2.09 The SUPPLIER 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 SUPPLIER of all its undertakings defined in and provided for under this Contract and Contract Documents, PPA agrees to pay the SUPPLIER the total amount not exceeding **ONE HUNDRED SIX MILLION EIGHT HUNDRED NINETY FIVE THOUSAND FORTY PESOS (P 106,895,040.00)**. 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 Goods have been delivered 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 Payment shall be released to the SUPPLIER after completion of each activity, as indicated below:

- a. Delivery and installation of all Seismic Accelerograph Units with Global Positioning System to 22 PMOs – P 53,447,520.00
 - b. Delivery and Installation of Web/Database Server, Software and Monitoring Computer – P 32,068,512.00
 - c. Integration/Interconnectivity of all Seismic Accelerograph Units with Global Positioning System – P 21,379,008.00
- Total P106,895,040.00**

3.04 The SUPPLIER'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 Terms of Reference and upon fulfillment of other obligations stipulated in this Contract.

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


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

ARTICLE IV
PERFORMANCE SECURITY

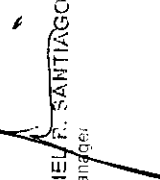
4.01 To guarantee the faithful performance of the SUPPLIER of its obligations under this Contract, it shall post a performance security prior to the signing of the contract.


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%)

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 BELLA GRACIA SANTIILLAN
 Director - Business General Affairs
 Mirait Philippines, Incorporated

WITNESS
 ADRIAN FERDINAND S. SUGAY
 Chairman, HO-BAC-PGCS

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

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 Witness
 MFLA B. MESTIOLA
 Authorized Managing Officer

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 SUPPLIER is in default in any of its obligations under this Contract.

4.03 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 contractor or the surety company.

4.04 Should any surety bond for the performance of this Contract become unacceptable to the PPA, the SUPPLIER 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 SUPPLIER agrees and obligates itself to perform and complete all works provided in this Contract in accordance with Section 2.02 hereof. Notice to proceed shall be issued within Seven (7) calendar days from the date of approval of this contract.

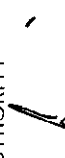
5.02 Time is of the essence of this Contract. Should the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the SUPPLIER shall pay the PPA for liquidated damages in the amount 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 SUPPLIER under the contract and/or collect such liquidated damages from the retention money or any securities or warranty posted by the SUPPLIER, 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 SUPPLIER'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 SUPPLIER'S shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

**ARTICLE VI
 EXTENSION OF CONTRACT TIME**

6.01 If at anytime during the performance of the Contract the SUPPLIER should encounter conditions impeding timely performance of the works, the SUPPLIER 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 SUPPLIER'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.

PHILIPPINE PORTS AUTHORITY
 BY: 
 JAY DANIEL A. SANTILLAN
 General Manager
 Witness
 ADRIAN FERDINAND S. SUGAY
 Chairperson, HO-BAC-PGCS

**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
SUPPLIER'S LIABILITY**

8.01 The Parties, likewise, hereby agree that the employees of the SUPPLIER 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 SUPPLIER and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER**

9.01 The SUPPLIER shall assume full responsibility of its obligation 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.

9.02 The SUPPLIER 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.

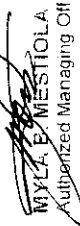

9.03 Any actionable act or acts of the SUPPLIER's officials, employees, agents or assignee arising out of or in the course of this Contract, shall be understood and binding as an act of the SUPPLIER.

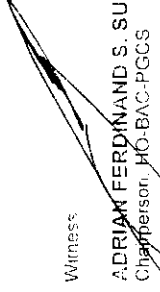
**ARTICLE X
NON-ASSIGNMENT AND NO SUBCONTRACT**


11.01 The SUPPLIER shall not, without the written approval of the PPA, assign its rights or obligations under this Contract, in whole or in part, except with the prior written consent. 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. Should PPA give its written approval for the Contractor to assign any part of this contract, such consent shall not relieve the SUPPLIER of its responsibilities under this Contract. The SUPPLIER 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 SUPPLIER 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**

12.01 The SUPPLIER'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 SUPPLIER'S on its own account.

FILIPINAS TECTONIC SAFETY SYSTEMS CORPORATION/
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BY: 
WITNESS: 
Bella Gracia Santillan
Director - Business General Affairs
Mirait Philippines, Incorporated

ADRIAN FERDINAND S. SUGAY
Chairperson, HO-BAC-PGCS
WITNESS: 

PHILIPPINE PORTS AUTHORITY
BY: 
Jay Daniel R. Santiago
General Manager

ARTICLE XII
AGREEMENT MODIFICATION

14.01 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

14.01 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 given 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

15.01 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 be 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. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act 2004. Provided, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this contract in accordance with Section 16.03 hereof.

15.02 Should PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the SUPPLIER 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 actions in connection with or arising out of this Contract shall be laid exclusively in the proper court of the City of Manila.

15.03 It is clearly understood that in case a dispute or disagreement arises between the PPA and the SUPPLIER regarding the manner by which the latter is performing works, the SUPPLIER 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

16.01 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.

16.02 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 SUPPLIER of any of its obligations provided thereunder.

16.03 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 SUPPLIER or upon failure of the SUPPLIER 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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER prior to the delay, and such failure amounts to at least ten (10%) for the contract price;

FILIPINAS TECTONIC SAFETY SYSTEMS CORPORATION/
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BY: _____
Witness

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Directress-Business General Affairs
Mirait Philippines, Incorporated

MYLA B. MESTOLA
Authorized Managing Officer

Witness
ADRIAM FERDINAND S. SUGAY
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: _____
JAY DANIEL P. SANTIAGO
General Manager

(b) As a result of force majeure, the SUPPLIER 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 SUPPLIER fails to perform any other obligations under this Contract.

16.04 The SUPPLIER 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 SUPPLIER 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.

16.05 The SUPPLIER 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 SUPPLIER and/or its employees in the performance of their obligations under this Contract.

**ARTICLE XVI
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

ADRIAN FERDINAND S. SUGAY
Chairperson, HO-BAC-PGCS

FILIPINAS TECTONIC SAFETY SYSTEMS CORPORATION (TIN NO. 008-977-968-000)/**MIRAIT PHILIPPINES, INC.**

(TIN No. 005-213-865-000)/JV

By:

MYLA B. MESTIOLA
Authorized Managing Officer

WITNESSES:

BELLA GRACIA SANTILLAN
Directress-Business General Affairs
Mirait Philippines, Inc.

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of City of Manila, Philippines, this MAR 06 2018 day of _____, 2018, personally appeared:

NAME	PROOF OF IDENTITY	DATE	PLACE
Jay Daniel R. Santiago	Passport No. EB8969214		
Myla B. Mestiola	UMID No.0111-1327686-9		
POSITION	COMPANY	CTC No.	DATE PLACE
General Manager	Phil. Ports Authority	00143578	1-15-18 Manila
Authorized Managing Officer	Filipinas Tectonic Safety Systems Corporation/ Mirait Philipinnes, Inc./JV		

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 Procurement of Integrated Seismic Accelerograph consisting of eight (8) 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. 302;
Page No. 61;
Book No. XVII;
Series of 2018;

RONALD D. LOZADA
Notary Public for the City of Manila
Until 31 December 2019
Suite 1017 Espada Tower
2108 Calle Espana, Manila
Roll No. 49882, 05/05/04
PTA No. 6948180, 12/13/17
TIN No. +2244, +2418/17

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