CONTRACT OF PRODUCT SALES AND SERVICES
C2019-001

KNOW ALL MEN BY THESE PRESENTS

THIS CONTRACT, is made and entered by and between:

The METROPOLITAN MANILA DEVELOPMENT AUTHORITY, with office address at Orense St., Guadalupe Nuevo, Makati City, represented herein by, DANilo DELAPUZ LIM, in his capacity as Chairman, hereinafter referred to as the AUTHORITY;

-and-

RBS – FRGC JOINT VENTURE, a corporation duly registered in accordance with law, with office address at B1 L36 Capitol Homes II Diamond St., Caloocan City, represented by its Authorized Representative, MR. LEMUEL E. ACERON, and, and hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the AUTHORITY published a Request for Expression of Interest and to Apply for Eligibility and to Bid Invitation for Supply and Installation of Innovative Document Tracking System for MMDA under Purchase Request No. 18-11-1066.

WHEREAS, the AUTHORITY after the evaluation and post-qualification assessment, the Bid submitted by the CONTRACTOR was found to be the Single Rated Responsive Bid in the amount of Twenty-Four Million, Nine Hundred Ninety-Nine Thousand, Five Hundred Seventy-Four Pesos and Forty Centavos (Php24,999,574.40), hereinafter referred to as the Contract Price;

NOW, THEREFORE, in consideration of the foregoing, the AUTHORITY and the CONTRACTOR hereby agree on the following terms and conditions:

1. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions under which the CONTRACTOR shall provide the deliverables to the MMDA and perform such other services and duties set out in this Agreement.
2. DOCUMENTS AS INCORPORATED

The following documents shall be deemed to form and be read and construed as part of this Contract:

a. Consultant's Technical and Financial proposals,

b. Terms of Reference

c. Performance Bond

3. SCOPE OF SERVICES

The REQUIREMENTS and RELATED SERVICES to be provided are specified in the following Annexes hereto attached and made an integral part hereof:

ANNEX 'A': Compensation and Schedule of Payment
ANNEX 'B': Schedule of Requirements/Services

4. REVISIONS, MODIFICATIONS AND CHANGES TO THE SCOPE OF SERVICES

In the event MM DA shall decide to revise, modify and/or change the services rendered or to be rendered by the CONTRACTOR, which would result into a major deviation from the original scope of services as defined under this agreement, the MMDA must notify the CONTRACTOR and submit a Scope of Change Request Form to the CONTRACTOR, which shall describe the terms of the Scope of Services to be affected. If such proposal is approved by the CONTRACTOR, the parties shall execute an addendum or change order applicable to such Scope of Services and incorporate such proposal and any corresponding compensation into such Scope of Services.

5. COMPENSATION

The AUTHORITY hereby agrees to pay the CONTRACTOR the sum of Twenty-Four Million, Nine Hundred Ninety-Nine Thousand, Five Hundred Seventy-Four Pesos and Forty Centavos (PhP24,999,574.40) for the Supply and Installation of Innovative Document Tracking System for MMDA in accordance with the rate schedule attached hereto as ANNEX "A" under the heading "Compensation". The fees shall be paid within fifteen (15) days after receipt of invoice, which is to be issued according to the schedule of payment, provided in ANNEX "A".

6. WARRANTY
6. WARRANTY

A warranty security shall be required from the CONTRACTOR as provided under Sec. 62 of R.A. No. 9184, Sec. 62.1 of the Revised I.R.R. and in compliance with Sec. 62 of Government Procurement Policy Board Resolution No. 03-2009, dated 22 July 2009, which shall be for a period of one (1) year after acceptance by the AUTHORITY.

In order to assure that manufacturing defects shall be corrected, a warranty is required of the CONTRACTOR for ONE (1) year for spare parts and after sales support for the next two (2) years.

The MMDA shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty.

7. DURATION

The CONTRACTOR commits to complete and turn over the project within One Hundred Eighty (180) days upon signing of contract. It is understood that the timely completion of the project would also depend on the timely cooperation of the AUTHORITY on any item which the same undertakes to do under this Contract, or is expected to do under the circumstances. The duration may be adjusted accordingly if the CONTRACTOR fails to complete the works due to AUTHORITY's act or omission resulting to delay in providing the CONTRACTOR with the required and/or necessary assistance/cooperation/action as herein defined.

8. DELAY IN COMPLIANCE AND TERMINATION

If the CONTRACTOR is unable to implement the project for reasons beyond its control or remedies due to Force Majeure, it shall immediately and officially inform the AUTHORITY in writing so that appropriate action can be decided upon with regard to the contractual work. The AUTHORITY, as the condition warrants, may consider the termination of this Contract.

If the CONTRACTOR fails to deliver any or all of the services within the period specified in this Contract, the AUTHORITY, without prejudice to its other remedies under this Contract and under applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the services for each day of delay based on the approved contract schedule up to a maximum deduction of the ten percent (10%) of the Contract Price. Once the maximum is reached, the AUTHORITY shall consider termination of this Contract; and

The AUTHORITY shall impose an administrative penalty of suspension of one (1) year against the CONTRACTOR from participating in the public bidding to be conducted by the former due to the latter's fault causing the termination of the Contract in accordance with Section 69.1, Rule XXIII of RA 9184.
9. CONFIDENTIALITY

Both parties must recognize that in the course of the performance of its obligation under this Contract, certain confidential information is received from the other which is not ordinarily available to the public. Confidential information as used in this Contract shall mean all written information given in confidence by a party to the other, whether electronic or other form, including but not limited to reports, analyses or other documents or records prepared by the concerned party; provided however, that "Confidential Information" shall not include information which the other party can prove was already in their possession prior to the disclosure hereunder, as evidenced by written records, and is not subject to an obligation of confidentiality; was obtained from a third party prior to or subsequent to disclosure hereunder who is not in violation of any obligation of confidentiality on non-disclosure in making such disclosure; was in the public domain subsequent to disclosure by the party, other than by or through the other party or its directors, officers, or employees; or was subsequently declassified as no longer confidential by the concerned party.

In view thereof, both parties agreed to keep confidential and secret the Confidential Information given to it by the other and the same shall not be disclosed to third parties without the prior written approval of the concerned party.

The provisions of this section shall survive the termination of this Contract.

10. ASSIGNMENT OF RIGHTS

The CONTRACTOR shall not assign its rights or obligations under this Contract in whole or in part, except with the AUTHORITY'S prior written consent.

11. WAIVER

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to the party and each such right, power or remedy shall be cumulative.

12. ENTIRE AGREEMENT

This Contract embodies all understanding of the parties and supersedes all prior discussions and in writing with respect to the subject matters hereof. No modifications or alteration of this Contract shall be effective unless made in writing and signed by the parties.
13. SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not be deemed to alter the validity or enforceability of any other provision thereof.

14. VENUE

Any dispute in connection with the implementation of this Contract howsoever arising between the parties shall in the first instance be resolved if possible by amicable negotiations done in good faith. However, in case of any legal action, suit or proceeding in relation with this Contract, the same shall be instituted in the competent court of Makati City to the exclusions of others.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 31st day of January, 2019, at Makati City, Metro Manila.

RBS – FRGC JOINT VENTURE

Represented by:

[Signature]

Authorized Representative

Metropolitan Manila
Development Authority

Represented by:

[Signature]

Chairman

SIGNED IN THE PRESENCE OF:

[Signature]

ATTY. ROMANDO S. ARTES
AGM for Finance and Administration

[Signature]
ACKNOWLEDGMENT

Republic of the Philippines
Makati S.S.

BEFORE ME, a notary public for and in above jurisdiction, on , 2019 personally appeared DANilo DELAPUZ LIM, Chairman of METROPOLITAN MANILA DEVELOPMENT AUTHORITY (MMDA) and LEMUEL E. ACERON, Authorized Representative, RBS – FRGC JOINT VENTURE, with their Tax Identification No., known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary ACT and DEED, and of the entities they represent.

WITNESS MY HAND AND SEAL, on the date and place first above written.

ATTY. JUANCHO DAVID R. TABLANG
Notary Public for Makati City
Commission No. M-163 until December 31, 2020
PTR No. 7334217 : 01/03/2019 / Makati City
IBP No. 056773 : 12/12/2019 / Makati City
Roll of Attorney: 42002
MCLE Compliance No. VI-001537
2016 Magsaysay St.,
Brgy. Guadalupe Nuevo, Makati City

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Book No. Ccxxxiv
Series of 2019.
COMPENSATION

1. CONTRACT PRICE

The Total Project Cost amounts to Philippine Pesos TWENTY-FOUR MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-FOUR PESOS AND FORTY CENTAVOS (PhP 24,999,574.40), Inclusive of Value Added Tax.

2. SCHEDULE OF PAYMENT

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>%</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Upon Submission and Acceptance of detailed work plan and systems design.</td>
<td>15%</td>
<td>3,749,936.16</td>
</tr>
<tr>
<td>2. Upon System Installation, Configuration &amp; Integration @ MMID Facility</td>
<td>25%</td>
<td>6,249,893.60</td>
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<tr>
<td>3. Upon Acceptance of System’s Volume Testing</td>
<td>20%</td>
<td>4,999,914.88</td>
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<tr>
<td>4. Upon Completion of Training</td>
<td>2%</td>
<td>499,991.49</td>
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<tr>
<td>5. Upon Completion of Delivery of Equipment</td>
<td>28%</td>
<td>6,999,880.83</td>
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<tr>
<td>6. Project Sign-Off &amp; Turn Over</td>
<td>10%</td>
<td>2,499,957.44</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>24,999,574.40</strong></td>
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# SCHEDULE OF REQUIREMENTS/SERVICES

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Innovative Document Tracking Solution for MMDA</td>
<td>1</td>
<td>lot</td>
</tr>
<tr>
<td>2.0</td>
<td>Infrastructure – High Availability Server Solution</td>
<td>1</td>
<td>lot</td>
</tr>
<tr>
<td></td>
<td>- 2 Host Servers w/ 64GB Shared Mem</td>
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<tr>
<td></td>
<td>- VMware (pre-installed)</td>
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<td></td>
<td>- Storage IOPS; 8,000% Read, 20% Write</td>
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<tr>
<td></td>
<td>- Storage Capacity: 14TB usable</td>
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<tr>
<td></td>
<td>- 3x Windows 2016 License</td>
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<td></td>
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<tr>
<td></td>
<td>- 2x SQL Server 2017 License</td>
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<td></td>
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<tr>
<td>3.0</td>
<td>Handheld Reader for Screen &amp; Printed Bar Code Scan</td>
<td>45</td>
<td>unit</td>
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<tr>
<td>4.0</td>
<td>Barcode Printer</td>
<td>2</td>
<td>unit</td>
</tr>
<tr>
<td>5.0</td>
<td>2x1 Risen Label Sticker (2688 Stickers per roll)</td>
<td>48</td>
<td>roll</td>
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<tr>
<td>6.0</td>
<td>2x1 Ribbon for Risen Label Sticker (4 rolls sticker, 1 ribbon)</td>
<td>12</td>
<td>pc</td>
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<tr>
<td>7.0</td>
<td>Industrial Doc Imaging Machine</td>
<td>25</td>
<td>unit</td>
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<tr>
<td>8.0</td>
<td>Installation, Configuration &amp; Integration</td>
<td>1</td>
<td>lot</td>
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<tr>
<td></td>
<td>- Rack Mounting, VTRX setup &amp; configurations</td>
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<td>- Storage configurations and allocations</td>
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<td></td>
<td>- Server setup, server hardening, WSUS for OS Patching</td>
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<td>- Active Directory Setup for authentication</td>
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<td></td>
<td>- IT Knowledge transfer</td>
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<tr>
<td>9.0</td>
<td>DTS Training</td>
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<td>lot</td>
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