

**CONTRACT FOR SUPPLY, INSTALLATION, CONFIGURATION
AND SET-UP OF NEXT GENERATION FIREWALL**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this JUL 04 2014 day of _____ 2014 in Mariveles, Bataan, by and between:

The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and existing under Republic Act No. 9728, with office address at the 2nd Floor AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Chairman and Administrator, **DEOGRACIAS G.P. CUSTODIO**, hereinafter referred to as the "**AFAB**".

– and –

MACROLOGIC DIVERSIFIED TECHNOLOGIES, INC., a duly organized and existing corporation under Philippine laws, with office address at Block 3, Lot 55, Sorrento Avenue, Sorrento Homes, Aguinaldo Highway, Panapaan, Bacoar, Cavite, represented herein by its duly authorized representative, **MA. THERESA R. MOYA**, hereinafter referred to as the "**SUPPLIER**";

WHEREAS, the AFAB invited Bids for certain goods and ancillary services viz, **SUPPLY, INSTALLATION, CONFIGURATION AND SET-UP OF NEXT GENERATION FIREWALL AT AFAB SERVER ROOM**, hereinafter referred to as the "**PROJECT**", and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of **FOUR HUNDRED NINETY FIVE THOUSAND PESOS (PhP 495,000.00)**, hereinafter called the "**CONTRACT PRICE**".

WITNESSETH:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:

- Aut*
- a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the SUPPLIER;
 - b. the other documents/statements contained in the bidding envelopes submitted by the SUPPLIER;
 - c. the additional Post-Qualification Documents submitted by the SUPPLIER;
 - d. the Invitation to Bid and Bid Documents issued to the SUPPLIER including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - e. the Resolution of the Bids and Awards Committee declaring the Lowest Complying Responsive Bidder and Recommendation for Award;
 - f. the Entity's Notice of Award with the SUPPLIER's conforme thereto;
 - g. the SUPPLIER's Performance Bond;
 - h. Other requirements of laws, rules and regulations and executive orders applicable thereto.
- Aut*

2. Upon the SUPPLIER's receipt of the Purchase Order from the AFAB, the latter shall advance the amount of **ONE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED PESOS (PhP 148,500.00)**, which is equivalent to thirty percent (30%) of the total contract price, to cover the SUPPLIER's mobilization expenses.

Aut

For full payment, the outstanding balance of **THREE HUNDRED FORTY SIX THOUSAND FIVE HUNDRED PESOS**, which is equivalent to seventy percent (70%), shall be paid upon completion of the PROJECT.

2. In relation to this Contract, the SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle the AFAB to suspend payment of the services delivered by the SUPPLIER.

3. The SUPPLIER is the sole employer of all the workers assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the FAB and the SUPPLIER or any of the workers in the SUPPLIER's employ. Neither is there deemed any agency, partnership, license or joint venture. The SUPPLIER holds the FAB absolutely free and clear by any of the said workers, for any reason whatsoever.

4. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.

5. The SUPPLIER must perform and comply with the following:

- late
- a. Conduct testing of equipment/goods;
 - b. Submit project documentations;
 - c. Provide basic training on installation, configuration, deployment of rule sets and system navigation and best practice guide in administering the equipment and subscribed services;
 - d. Provide good quality firewall equipment and must assign experienced and qualified technical personnel to conduct the installation, configuration, set-up, testing, training and documentation of all components and peripherals;
 - e. Provide 24/7 call and on-site technical support with immediate response time for technical problem that requires on-site services;
 - f. Replace defective unit within fifteen (15) days from the date of delivery.

6. The SUPPLIER shall guarantee that the goods are free from manufacturing defects for a minimum period of one (1) year reckoned from the date the goods are accepted by the AFAB. Defects found within the guarantee period shall be immediately corrected by the SUPPLIER upon receipt of written notice from the AFAB. Should the SUPPLIER fail to correct said defects after a period of fifteen (15) days, the AFAB shall undertake the necessary corrective measures at the expense of the SUPPLIER.

7. The obligation for the warranty as provided in the preceding paragraph shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of every process payment, as the case may be, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; *Provided*, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

8. The SUPPLIER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within FORTY FIVE (45) calendar days from date of commencement, unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated December 2004).

9. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the AFAB.

puth

IN WITNESS WHEREOF, the Parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**MACROLOGIC DIVERSIFIED
TECHNOLOGIES, INC.**

BY:

BY:

[Signature]

DEOGRACIAS G.P. CUSTODIO
Chairman and Administrator

[Signature]

MA. THERESA R. MOYA
Authorized Representative

[Signature]
ABUL KHAYR AMALON M. ALONTO II
Department Manager A
Corporate Planning

SIGNED IN THE PRESENCE OF:

[Signature]

MARILYN C. MENTA
Purchasing Head

ACKNOWLEDGEMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.

BEFORE ME, this JUL 04 2014 of 2014 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
DEOGRACIAS G.P. CUSTODIO	Driver's License No. NO1-94-163908 Quezon City	October 10, 2014

MA. THERESA R. MOYA	Passport No. EC0557083 - DFA Pampanga	March 14, 2014 / March 13, 2019
---------------------	---------------------------------------	------------------------------------

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary will and deed, as well as that of the corporations they represent.

This instrument refers to a "Contract for Supply, Installation, Configuration and Set-Up of Next Generation Firewall" that consists of five (5) pages including the page whereon this acknowledgement is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the place first written above.

Doc. No. 60;
Page No. 13;
Book No. XV;
Series of 2014.

ATTY. LORENZO B. CASTILLO
NOTARY PUBLIC
IC # 12,851,13 UNTIL DEC. 31, 2015
IEFAL - 1ST FLDG. FAB, MARIVELES BATAAN
PTR # 1343083 IN 32 MAR 01 BATAAN 01/07/14
ROLL OF ATTORNEY # 24642 MCLEIV0022064