

**SUPPLY CONTRACT**  
**(for the Supply, Delivery And Installation of Network and IT Infrastructure Facilities)**  
**CONTRACT NO. SDI-NITIF-2019**

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THE PUBLIC IS INFORMED:

This Contract is executed between:

**METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS)**, a government instrumentality with corporate powers duly organized and existing by virtue of Republic Act No. 6234, as amended, holding principal office at 4<sup>th</sup> floor, MWSS Administration Building, MWSS Complex, 489 Katipunan Road, Balara, Quezon City, Metro Manila, represented here by its Administrator, **LTGEN EMMANUEL B. SALAMAT**, duly authorized for this purpose by the MWSS Board of Trustees as confirmed by the attached Resolution No. 2019-157-CO (Annex A), hereinafter referred to as **MWSS**.

AND

**MULTI-FOLD LINKS, Inc. (MFL)** a corporation duly organized and existing under Philippine laws, holding principal office at Platinum 2000 Bldg. #07 Annapolis St., Greenhills, San Juan City, Metro Manila, represented here by its Chief Operating Officer, **ARLYN L. SOLITARIO**, duly authorized for this purpose as evidenced by the Omnibus Sworn Statement and 3 July 2019 Secretary's Certificate (Annex B), hereinafter referred to as **CONTRACTOR**.

**ANTECEDENTS:**

MWSS through its Bids and Awards Committee (BAC) has undertaken the procurement of Contract No. SDI-NITIF-2019: Supply, Delivery and Installation of Network and IT Infrastructure Facilities (NITIF) under competitive bidding in accordance with the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act. No. 9184

The Invitation to Bid (ITB) was advertised on 14 June 2019 at the Philippine Government Electronic Procurement System (PhilGEPS), MWSS Website (<http://mwss.gov.ph>) and was posted in conspicuous place in the MWSS premises for at least seven (7) calendar days.

On 26 September 2019, the MWSS Board, in its Resolution No. 2019-0157-CO approved to AWARD to the CONTRACTOR of Contract No. SDI-NITIF-2019: Supply, Delivery, and Installation of Network and IT Infrastructure Facilities as recommended by the Bids and Awards Committee (BAC) in its Resolution No. 2019-45 dated 03 September 2019. The Contract Price is THIRTY-SEVEN MILLION TWO HUNDRED FORTY THOUSAND PESOS (PHP 37,240,000.00). The Notice of Award was issued on 2 October 2019.

Accordingly, the parties hereby agree, as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

ARLYN L. SOLITARIO  
MULTI-FOLD LINKS, Inc.

LTGEN EMMANUEL B. SALAMAT (Ret.)  
MWSS-CO/By

ARLYN L. SOLITARIO  
MULTI-FOLD LINKS, Inc.

LTGEN EMMANUEL B. SALAMAT (Ret.)  
MWSS-CO/ny

2. In consideration of the payments to be made by MWSS to CONTRACTOR, it hereby covenants with MWSS to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
3. All the documents mentioned in Section 37.2.3 of the Implementing Rules and Regulations (IRR) of RA 9184 shall be deemed part of this Contract. In addition, and for reference, the following shall form part of the contract, viz:
  - a. Bid Form and Price Schedule;
  - b. Schedule of Requirements;
  - c. Technical Specifications and/ or Terms of Reference;
  - d. General Conditions of Contract;
  - e. Special Conditions of Contract;
  - f. Notice of Award; and
  - g. Performance Security.
4. MWSS shall pay the CONTRACTOR the total amount in PHILIPPINE PESO: THIRTY-SEVEN MILLION TWO HUNDRED FORTY THOUSAND (Php 37,240,000.00) in the manner and in accordance with the Payment Schedule provided in the Terms of Reference, not later than sixty (60) days after submission of an invoice or claim by the CONTRACTOR; and
5. In addition to and pursuant with Section 17 of the General and Special Conditions of the Contract, the CONTRACTOR warrants the following:
  - a. The CONTRACTOR warrants that the Goods supplied under the Contract are new, unused, of the most recent and current models, and that they incorporate all recent improvements in design and materials, except when technical specifications required by MWSS provides otherwise.
  - b. The CONTRACTOR further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the CONTRACTOR that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
  - c. In order to assure that manufacturing defects shall be corrected by the CONTRACTOR, a warranty shall be required from the CONTRACTOR for a minimum period specified in the Special Conditions of Contract (SCC). The obligation for the warranty shall be covered by, at the CONTRACTOR's option, either retention money in amount equivalent to at least one percent of every progress payment, a special bank guarantees equivalent to the Total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period in specified in the SCC; 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.
  - d. MWSS shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or part thereof, without cost to MWSS.

ARLYN L. SOLITARIO  
MULTI-FOLD LINKS, Inc.

LTGEN EMMANUEL B. SALAMAT (Ret.)  
MWSS-CORP

- e. If the CONTRACTOR, having notified, fails to remedy the defect(s) within the period specified in GCC or SCC, MWSS may proceed to take such remedial action as may be necessary, at the CONTRACTOR's risk and expense and without prejudice to any other rights which MWSS may have against the CONTRACTOR under the Contract and under the applicable law.
  - f. The CONTRACTOR also warrants the effectiveness, reliability, and safety of the products.
6. The CONTRACTOR agrees to defend, indemnify, and hold MWSS free and harmless from any kind and all claims, damages, expenses, fines, penalties, and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Contract.
  7. If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the stipulations, clause, terms and conditions hereof shall not be affected thereby.
  8. The parties hereby agree to amend or modify any provisions of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof. No amendment or modification to this Contract shall be valid or binding on either party unless stipulated in writing observed and executed with the same formality as this Contract.
  9. The Parties represent that they have the requisite power, authority and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions thereof.
  10. Liquidated Damages.

Subject to GCC Clauses 18 and 22, if the CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, MWSS shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), MWSS may rescind or terminate the Contract pursuant to GCC Clause 23., without prejudice to other courses of action and remedies open to it.

#### 11. Termination for Default

- 11.1 MWSS may rescind or terminate the Contract for default, without prejudice to other courses of action and remedies available under the circumstances when, Outside of force majeure, the CONTRACTOR fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by MWSS pursuant to a request made by the CONTRACTOR prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.

ARLYN L. SOLITARIO  
MULTI-FOLD LINKS, Inc.

LTGEN EMMANUEL B. SALAMAT (Ret.)  
MWSS-CO/PA

- 11.2 MWSS may terminate Contract when, as a result of force majeure, the CONTRACTOR is unable to deliver or perform any or all of the Goods, 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 MWSS stating the circumstances of force majeure is deemed to have ceased.
- 11.3 MWSS shall terminate Contract when, the CONTRACTOR fails to perform any other obligations under the Contract.
- 11.4 In the event MWSS terminates this Contract in whole or in a part for any of the reasons provided under GCC Clause 23 to 26, MWSS may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the CONTRACTOR shall be liable to MWSS for any excess costs for such similar Goods or Services. However, the CONTRACTOR shall continue performance of this Contract to the extent not terminated.
- 11.5 In case the delay on the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, MWSS may terminate this Contract, forfeit the CONTRACTOR's performance security and award the same to a qualified CONTRACTOR.

SIGNED by the parties on NOV 27 2019, 2019 at Quezon City Philippines.

MWSS CORPORATE OFFICE

MULTI-FOLDS LINKS, INC.

LTGEN EMMANUEL B. SALAMAT (Ret.)  
Administrator

ARLYN L. SOLITARIO  
Group Sales Manager/Authorized  
Signatory

Sign in the presence of:

MWSS CORPORATE OFFICE

MULTI-FOLD LINKS, Inc.

BYRON A. CARBON  
Department Manager  
Research and Standards  
Development Department

JERIN KAREN B. EM

**ACKNOWLEDGEMENT**

Republic of the Philippines  
Quezon City

BEFORE ME, a Notary Public, for and in Quezon City, this NOV 27 2019, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE / PLACE OF ISSUE
LTGEN EMMANUEL B. SALAMAT (Ret.) Representing MWSS-CO	MWSS ID No. <del>00000</del>	August 2019 / Quezon City
ARLYN L. SOLITARIO	PASSPORT No. <del>00000</del>	DFA-NCR East Issued on 03/30/2018 Expiring on 03/29/2021

They are known to me to be the same persons who executed the foregoing Contract with appendices and the acknowledged to me that their signature confirm their voluntary acts and of the corporations they represent.

SIGNED and SEALED on NOV 27 2019, Quezon City

Doc 215;  
Page 43;  
Book 27;  
Series of 2019.

**NOTARY PUBLIC**  
EXPIRES DEC 31, 2019  
ROLL OF ATTORNEY NO. 30906  
IBP NO. 016526/10.26.2017/PASIG  
PTR NO. 2882607-C/1-16-2017/Q.C.  
MCLE COMPLIANCE NO. V-0006760  
ADD: MWSS BLDG. KATIPUNAN RD. BALARA Q 1

