

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

CONTRACT AGREEMENT
FOR THE PROCUREMENT OF PORT OPERATIONS INFORMATION AND MONITORING
SYSTEM (POIMS)

This Agreement made and entered into this 25 FEB 2026 day of _____ 2026 in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), herein referred to as ENTITY, is a government instrumentality created under Presidential Decree No. 857, as amended, with principal office address at PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, represented by **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 3317, as contained in Secretary's Certificate dated 11 September 2024, copy of which is hereto attached as **Annex A**.

and

COSMOTECH PHILIPPINES, INC., herein referred to as SERVICE PROVIDER and/or WINNING BIDDER, duly organized and existing under Philippine laws, with principal office address at Cosmotech Center 7761 St. Paul Street, San Antonio Village, Makati City, represented herein by its Authorized Representative, **EMILIO G. FEDERIZO**, duly authorized for this purpose, as shown in Secretary's Certificate dated 19 January 2026, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Procurement of Port Operations Information and Monitoring System (POIMS), with an Approved Budget for the Contract (ABC) of Php **150,000,000.00** and has accepted a Bid by **COSMOTECH PHILIPPINES, INC.** for those goods and services in the sum of **ONE HUNDRED FORTY NINE MILLION NINE HUNDRED FORTY NINE THOUSAND PESOS (Php 149,949,000.00);.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

Witness:
RACQUEL C. ARANDA
Sales Manager

COSMOTECH PHILIPPINES, INC.
BY: **EMILIO G. FEDERIZO**
Authorized Representative

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

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

- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;

- iv. Notice of Award of Contract and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the sum of **ONE HUNDRED FORTY NINE MILLION NINE HUNDRED FORTY NINE THOUSAND PESOS (Php 149,949,000.00)** or such other sums as may be ascertained, **COSMOTECH PHILIPPINES, INC.** agrees to the Procurement of Port Operations Information and Monitoring System (POIMS), in accordance with its Bid.
4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. In execution of its Works, **COSMOTECH PHILIPPINES, INC.** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.
6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **COSMOTECH PHILIPPINES, INC.** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Witness:
RACQUEL C. ARANDA
Sales Manager

COSMOTECH PHILIPPINES, INC.
BY:
EMILIO G. FEDERZO
Authorized Representative

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

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

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

JAY DANIEL R. SANTIAGO
General Manager

COSMOTECH PHILIPPINES, INC.
TIN No. 006-506-065-000

EMILIO G. FEDERIZO
Authorized Representative

WITNESSES

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

RACQUEL C. ARANDA
Sales Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this 25 FEB 2026 day of _____, 2026, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00792022		
Emilio G. Federizo	Driver's License No. C05-91-046010		

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

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00590969	1-16-26	Manila
Authorized Representative	Cosmotech Philippines, Inc.	00490984	1-15-26	Makati City

The foregoing instrument is a Contract Agreement for Procurement of Port Operations Information and Monitoring System (POIMS), consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

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Book No. XIV
Series of 2026

ATTY. VICENTE ROMULO B. PAGAGA
NOTARY PUBLIC
VALID UNTIL DEC. 31, 2026
ROLL NO 27524 IBP NO. 502417 01-05-2028/QC
PTR NO 7078130-01-05-2026/QC TIN: 103-607-486
Admin Matter No. NP-241 MCLE Compliance No. IX-0027094
APRIL 15, 2026 up to April 14, 2028
13 CORDILLERA ST. BRGY. DON MANUEL GALAS QUEZON CITY