

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

**CONTRACT**  
**FOR THE SUPPLY, DELIVERY, INSTALLATION AND IMPLEMENTATION OF A**  
**COMPREHENSIVE HUMAN RESOURCE INFORMATION SYSTEM (HRIS) -**  
**GOVERNMENT EDITION**

Witness:  
*Racquel Aranda*  
**RACQUEL ARANDA**  
Assistant Sales Manager

KNOW ALL MEN BY THESE PRESENTS:

**MAY 20 2019**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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 -

**COSMOTECH PHILIPPINES, INC.** (TIN No. 006-506-065-000), a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Cosmotech Center, 7761 St. Paul St., San Antonio Village, Makati City, represented in this act by its Authorized Representative, **EMILIO FEDERIZO**, as evidenced by its Secretary's Certificate dated 10 January 2019, copy of which is hereto attached as Annex "A," and made an integral part of this Contract, and hereinafter referred to as "**CONTRACTOR**".

**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), posted on PhilGEPS and PPA Website as well as on its bulletin board an Invitation to Bid for the Supply, Delivery, Installation and Implementation of a Comprehensive Human Resource Information System (HRIS) - Government Edition;

WHEREAS, in response to the said advertisement, only one (1) bidder submitted its bid for the foregoing project;

WHEREAS, after the opening of bids on 16 January 2019 and the conduct of bid evaluation and post-qualification, the bid submitted by the CONTRACTOR was declared as the Single Calculated and Responsive Bid in the amount of **TWENTY FIVE MILLION PESOS (P25,000,000.00)**, Philippine Currency;

WHEREAS, pursuant to BAC-PGCS Resolution No. 002-2019 Series of 2019, award of contract was made to the CONTRACTOR in a Notice of Award dated 07 February 2019, in the amount of **TWENTY FIVE MILLION PESOS (P25,000,000.00)**, after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

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

COSMOTECH PHILIPPINES, INC.

BY: *Emilio Federizo*  
**EMILIO G. FEDERIZO**  
Authorized Representative

Witness:  
*Mark Jon S. Palomar*  
**MARK JON S. PALOMAR**  
Chairperson, HC-BAC-PGCS

PHILIPPINE PORTS AUTHORITY  
BY: *Jay Daniel R. Santiago*  
**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. CONTRACTOR'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  
CONTRACTOR'S UNDERTAKING SCOPE OF WORK**

2.01 The CONTRACTOR, 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 Supply, Delivery, Installation and Implementation of a Comprehensive Human Resource Information System (HRIS) – Government Edition, in conformity in all respects with the provisions of this Contract and the Contract Documents, which shall cover the following scope of work.

**DETAILED TECHNICAL SPECIFICATIONS**

**Human Resource Information System**

**a. Employee Record Management**

1. Input of Personal Data Sheet/201 File
2. Salary adjustment
3. Employee Movement
4. Recording of Civil Service Eligibility
5. Training Programs undertaken, work Experience and voluntary work
6. Attachment of Documents
7. Disciplinary Actions
8. Reflect documents attached in online recruitment
9. Modify Employee Schedule (Month and year)

**b. Employee Self Service**

1. Accessible by employee anytime, anywhere through the internet
2. Modifiable layout
3. Summary leave
4. Company News Feed
5. Viewing of Company Policies
6. Suggestion and Feedbacks platform
7. Viewing of employee records
8. Leave and overtime request
9. DTR correction request

Witness:  
RACQUEL ARANDA  
Assistant Sales Manager

COSMOTEC PHILIPPINES, INC.  
BY: EMILIO G. FEDERIZO  
Authorized Representative

Witness:  
MARK JOSE PALOMAR  
Chairperson, HO-BAC-PGCS

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

10. Application for Official Business, travel order, and training

**c. Executive Information**

1. Provides demographic information such as graphs for number of employees per age bracket, employment status, organization unit, among others
2. Pre-defined charts & graphical data presented in the dashboard to keep the management up-to-date

**d. Leave Management**

1. Recording of annual leave entitlement
2. Identify leave specifications
3. Generate computed sick leave and vacation leave earned
4. Summary of employee leave

**e. Medical**

1. With facility to input, edit and view the employees' information via Medical Record (must have additional privacy procedure due to sensitive info or must have their own user accounts)
2. View Employee Medical Claims request
3. ICD 10 Code support
4. Drug Test Results

**f. Mobile Applications**

1. Mobile accessibility for IOS & Android devices in order to transform the landscape of HR
2. Putting information & task management at the fingertips of department heads and approving officers
3. Ability to instantly approve requests so less time is wasted & the approval processes are streamlined
4. Ensures faster approval processes

**g. Payroll Processing**

1. Leave Credit Monetization
2. Automatic Computation of Statutory deduction such as Philhealth, GSIS, Pag-ibig, and withholding tax
3. Deductions for Cooperatives, PCSLAI, Union dues, among others
4. Generate Accounting Entry
5. Automatic Computation of other compensation such as PERA, RATA, Longevity Pay, Uniform/Clothing Allowance, Overtime, Night Shift Differential, Loyalty Award, Performance Based Bonus, Productivity Enhancement Incentive (PEI), Hazard pay, Anniversary Bonus, Monetization of Leave Credits, Salary differentials due to promotion, merit increase & step increments etc.
6. Can handle multiple/unlimited bonuses and allowances
7. Schedule recurring entries
8. Process Midyear, Year End benefit and cash gift and tax adjustment
9. Loan Monitoring

**h. Property Monitoring**

1. Defines an unlimited number of items or property accountability
2. Creates an item number & a system generated code w/c can serve as reference code the can be distributed and assigned to employees
3. Tracks inventory of all accountable properties assigned to employees

**i. Recruitment, Selection & Placement**

1. Identify Geographical Assignment
2. Identify Job Competencies
3. Employee Position, job description and qualifications
4. Plantilla and Non-plantilla positions

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

COSMOTECH PHILIPPINES, INC.

BY:  
  
**EMILIO G. FEDERIZO**  
 Authorized Representative

Witness:  
  
**MARK JONAS PALOMAR**  
 Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY

BY:  
  
**JAY DANIEL SANTIAGO**  
 General Manager

5. List of Vacant Position
6. Scheduling Appointment for applicant exam/interview
7. Send Regret letter
8. Schedule deliberations of Applicants
9. Formal appointment of applicants
10. Applicant evaluation, assessment, deliberation and placement
11. Online submission of application for internal and external applicants
12. Application for Outsourced Applicants
13. Comparison on the submitted documents of outsourced applicants

#### **j. Rewards & Recognition**

1. Assists the PRAISE Committee in their Search for deserving employees
2. Streamlines the nomination and screening processes
3. Access to the system/program where they can nominate outstanding employees who have demonstrated dedicated work performance or major accomplishments, notable contributions & exemplary conduct that directly benefited PPA

#### **k. Strategic Performance Management**

1. Easy & accessible IPCR preparation
2. Helps Department & Division Heads monitor work progress & office accomplishments
3. Provides a single location for monitoring & evaluation of quality, efficiency & timeliness of both individuals & office targets & accomplishments

#### **l. Timekeeping and Attendance**

1. Offsetting of Tardiness
2. User Maintainable schedule/ shifting Schedule
3. Employee Scheduler
4. Flexible time Employees
5. Holidays Table/ Other Holidays Table
6. Direct Upload to Payroll
7. Compensatory Overtime Credit

#### **m. Learning & Development (Training)**

1. Annual Training Plan
2. Training program Creator
3. Calendar for Training
4. View Employees that need training based on position, competency and training request
5. Tagging of employees training status

#### **n. Wellness & Relations**

1. Defines number of events & activities such as sports, cultural/social events
2. Monitors participated activities by the employees
3. Identifies & maintains schedule of activities & selects participants

#### **Reports**

##### **a. Payroll Reports**

1. List of Employees with more than 5 days leave without pay
2. Overpayment Employees
3. Below Minimum List
4. Employees Entitled with Longevity pay
5. Summary of Loan Deduction List
6. Payslip
7. General Payroll report
8. Payroll Summary
9. Payroll Certification
10. Monthly variance Report
11. Variance Report of Employees


Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

COSMOTEC 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

12. GSIS remittance Report
13. GSIS Loan Remittance List
14. GSIS premium remittance list
15. GSIS Summary of Payment List
16. GSIS I.V. (Individual Voucher) Loan List
17. GSIS I.V. (Individual Voucher) premium List
18. GSIS Real Estate Loan List
19. HDMF premium remittance report
20. HDMF Loan Remittance Report
21. HDMF I.V. (Individual Voucher) loan list
22. HDMF I.V. (Individual Voucher) premium list
23. HDMF MP2 Remittance List
24. HDMF Housing Remittance List
25. HDMF Summary of Payment List
26. Philhealth premium remittance report
27. PHIC Premium remittance list
28. PHIC I.V. (Individual Voucher) Premium Remittance List
29. PHIC summary of Payment list
30. GL Entries
31. Custom Payroll Reports (Monthly)
32. Alphalist (Terminated)
33. Alphalist with previous employer
34. Alphalist without previous employer
35. Anniversary Gift Report
36. BIR 2316
37. Certificate of Loan Remittance
38. Certificate of Remittance
39. Collective Negotiation Agreement Incentive Report
40. Custom Payroll Reports (yearly)
41. Educational Assistance Allowance Report
42. Index of all payment to employees
43. Labor management relations gift report
44. Loyalty Award
45. Mid-Year and Year-end bonus and cash gift report
46. List of active employees
47. Withholding tax remittance list
48. Authority to debit report
49. Bank Diskette

#### **b. Timekeeping Reports**


1. Authorized Travel
2. COC Availment and Non-Availment of Employees
3. Compensatory Time Off Availment and Non availment of employees
4. Custom Timekeeping Report
5. Daily Time correction form
6. Daily time record
7. Disapproved Leave applications
8. Employees with less than required number of punches
9. Forced leave record
10. Late filed leave record
11. Leave w/o pay
12. List of AWOL employees
13. List of employees w/ prolonged leaves
14. Monetization claims
15. Official business report
16. Other leaves profile
17. Perfect attendance (No absences, no Late, no under time, w/OB)
18. Sick leave Profile
19. Tardiness & Under time report
20. Vacation leave profile

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

**COSMOTEC 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

**c. Training Reports**

1. Participants for the training
2. Training summary report
3. PDC resolution
4. List of approved training
5. Translation of Competencies to Training Program
6. Certificate of Attendance
7. Conducted training for the year
8. Certificate of the training
9. SO training Report

**d. Recruitment Reports**

1. Letter of appointment
2. BIR Form
3. Character Reference check report
4. Employment Examination
5. Attendance sheet
6. Forwarding PDS to the personnel
7. Issuance of ID form
8. Notification to the applicant for the reposted position
9. Next-in Rank Waiver form
10. Non-disclosure
11. Notice of Meeting
12. Notice of Probationary period
13. Notice of Vacancy
14. Notify Appointee w/Approved
15. Appointment w/receipt
16. Personal Data Sheet (Applicants)
17. Plantilla Form
18. Philhealth Form
19. Philhealth Member Registration Form
20. Qualified Next-in-rank
21. Referral of applicant for vacant position
22. Report on Appointment Issues (RAI)
23. Report on previously Posted 2<sup>nd</sup> Level positions
24. Submitting ATM applications form
25. Transmittal of Appointee
26. Transmittal of BIR form 2305
27. Tracking of Position

**e. 201 Reports**

1. Custom report
2. Employee Master list
3. Personal Data Sheet (Employees)
4. Service Record
5. Position Description form
6. Certificate of Employment
7. Salary Adjustment Memo

**f. Performance Management Reports**

1. Office Performance Commitment & Review form (OPCR)
2. Individual Performance Commitment & Review form (IPCR)
3. Development Action Plans
4. Employee's Awarded or Recognized
5. Employee's Inventories
6. Employee's Summary of ratings
7. Employee's Termination or Promotion
8. Employee's Training and Development Program

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager


COSMOTEC 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

9. Performance Review & Appraisal Proper
10. Progress Review and Performance Monitoring
11. STAFF (Subordinates & Teams Appraisal Feedback Form)
12. OFFICER Sheet (Observation, Feedback, Forethought, Inputs, Comments, Evaluation, Review)

**g. Separation (retirement) reports**

1. GSIS Retirement/separation forms

**Security**

- a. Username and password authentication
- b. Strong password policies
- c. Audit trail tracking
- d. Multi-level confidentiality access
- e. Assignable user roles
- f. SSL/HTTPS deployment ready


**Time Keeping Biometric Device 36 UNITS**

- must have at least 20,000 users
  - must have at least 61,000 log capacity
  - must have at least 2.8" colour TFT
  - must have POE 13W Support
  - must have Card Reader Option: 125 KHz EM
  - must have at least Max 1:N up to 15,000 users
  - must have at least Display: 320 x 240 with Backlight
  - must have Touch Keypad
  - must have Autos can/Automatic Fingers can
  - must have at least 15 x 17 mm sensing area
  - must have at least 1:1 <0.5sec verification
  - must have at least 32 Bit RISC 400Mhz CPU
  - must have TCP/IP, RS232/485, WIEGAND connectivity
  - must be IP65 Weatherproof Certified
  - must have Push Technology
  - must have patented Live and Fake Finger detection
- Contractor must be an Authorized Service Centre of the proposed brand with an Authorized Service Certificate Issued by the Manufacturer Contractor must have a current and valid Authorized Reseller Certificate Issued by the Manufacturer one (1) year warranty on parts and service

**TECHNICAL SPECIFICATION**

**A. Employees Record Management must have the following:**

1. The system manages the information of all employees such as the following:
  - . Personal Data Information
  - . Scanned 201 Document
  - . Employment Details
  - . Service Record
  - . Family Background
  - . Educational Background
  - . Civil Service Eligibility
  - . Work Experience
  - . Voluntary Work
  - . Training Programs
  - . Disciplinary Actions
2. Facility to process and capture the issuance of all type of action notices and appointments such as the following:
  - . New hire (Orig. / Initial
  - . Promotion

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

COSMOTEC PHILIPPINES, INC.

BY:  
  
**EMILIO G. FEJERIZO**  
 Authorized Representative

Witness:  
  
**MARK JONAS PALOMAR**  
 Chairperson, HO-BAC-PGCS

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

- . Transfer
- . Renewal
- . Reinstatement
- . Step Increment
- . Reassignment
- . Job Rotation
- . Change of Status
- . Salary Adjustment
- . Details
- . Resignation
- . Retirement/Separation

3. Generates the following Reports:

- . Service Record
- . Notice of Vacancy
- . Personal Data Sheet
- . Position Description Form
- . Certificate of Employment
- . Employee Master List
- . Salary Adjustment Memo
- . Custom Report

- 4. Attachment and viewing of original and important documents such as birth certificate, transcript of records etc.
- 5. Customizable and user definable reports

**B. Employees Self-Service must have the following:**

1. Provides viewing of employees detailed information as following:

- . Personal Information
- . Employment Details
- . Service Record
- . Family Background
- . Educational Background
- . Civil Service Eligibility
- . Work Experience
- . Voluntary Work
- . Training Programs
- . Disciplinary Actions
- . Submitted Documents

- 2. Accessible by employee anytime, anywhere through the internet
- 3. Modifiable layout
- 4. Summary leave
- 5. Company News Feed
- 6. Viewing of Company Policies
- 7. Suggestion and Feedbacks platform
- 8. Viewing of employee records
- 9. Leave and overtime request
- 10. DTR correction request
- 11. Application for Official Business, travel order, and training
- 12. ESS comes with mobile application which makes it more portable and convenient for employees to use when filing applications and accessing timesheets and payslips


**C. Executive Information must have the following:**

1. Viewing and printing of the following summary information as follows:

General:

- . Organizational Unit
- . Number of Employees

COSMOTEC PHILIPPINES, INC.

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

BY:  
  
**EMILIO G. FEDERIZO**  
 Authorized Representative

Witness:  
  
**MARK JONES PALOMAR**  
 Chairperson, HO-BAC-PGCS

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



- . List of Employees without Time-In as of 9:00AM
- . Employees by Age
- . Employees by Gender
- . Employees Without Time In by date
- . Birthday Celebrants for the Month
- . List of Retiring Employees
- . Employees with Expiring Contracts
- . Total Number of Married, Single & Solo Parent
- . Total Number of Senior Citizens
- . Employees per Location
- . Employees Education
- . Total Number of present & absent employees
- . Employees with Expiring Temporary Re-assignment
- . Leave information
- . Accumulated leaves & lates

**Payroll:**

- . Gross, deductions & net pay
- . Budget utilization per plantilla

**Recruitment**

- . Total number of vacant positions
- . Number of Male & Female applicants
- . Number of qualified & not qualified applicants
- . Newly hired employees for the month

**Medical**

- . Total number of Male & Female per diseases
- . Employees & dependents' Health benefit balance

**D. Leave Management must have the following**


1. Provides file maintenance for leave types
2. User definable and unlimited leave type
3. Facility to add unlimited number of leave types via Leave Type Table
4. Define each leave type as Paid or Unpaid via Leave Type Table
5. Inclusion of facility to attach documents required for filed leaves
6. Allows online and offline filing of approved overtime authorition
7. Generate Sick Leave and Vacation Leave earned
8. Automated computation of leave credits: used, monetized and balance
9. Able to compute leave credits to be earned based on the CSC table;  
(Monthly/Daily/Monthly without Vacation Leave credit left Tables)
10. Comprehensive schedule of leaves per employee (leave ledger)
11. With calendar of requested and approved leaves per employee

**E. Medical must have the following:**

- 1 With facility to input, edit and view the employees' information via Medical Record (With their own user accounts)
2. View employees' medical claims request
3. ICD-10 Code Support
4. Reports (Statistic, Phil Health Forms and others)
5. Drug Test Results

**F. Mobile Applications must have the following:**


1. Accessibility of requester and ability to instantly approve requests so less time is wasted and the approval processes are streamlined.

Witness:  
  
**RACQUEL ARANDA**  
 Assistant 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

**G. Payroll Management must have the following:**

1. Leave Credit Monetization
2. Automatic Computation of Statutory deductions such as Philhealth, GSIS, Pag-ibig, and withholding tax
3. Deductions for Cooperatives, PCSLAI, Union Dues/Mortuary Assistance, etc.
4. Generate Accounting Entry
5. Automatic Computation of other compensation such as PERA, RATA, longevity Pay, Subsistence Allowance, Loyalty Pay, Hazard pay, Anniversary Bonus, etc.
6. Can handle multiple/unlimited bonuses and allowances
7. Schedule recurring entries
8. Process year-End benefit and cash gift and tax adjustment
9. Loan Monitoring
10. Generates the following reports:

- . List of Employees with more than 5 days leave without pay
- . Overpayment Employees
- . Below Minimum List
- . Employees Entitled with Longevity Pay
- . Summary of Loan Deductions List
- . Payslip
- . General Payroll Report
- . General Payroll Summary
- . Payroll Certification
- . Monthly Variance Report
- . Variance Report of Employees
- . GSIS Remittance Report
- . GSIS Loan Remittance List
- . GSIS Premium Remittance List
- . GSIS Summary of Payments List
- . GSIS I.V (Individual Voucher) Loan List
- . GSIS I.V (Individual Voucher) Premium List
- . GSIS Real Estate Loan List
- . HDMF Premium Remittance Report
- . HDMF Loan Remittance Report
- . HDMF I.V (Individual Voucher) Loan List
- . HDMF I.V (Individual Voucher) Premium List
- . HDMF MP2 Remittance List
- . HDMF Housing Loan Remittance List
- . HDMF Summary of Payments List
- . PhilHealth Premium Remittance Report
- . PHIC Premium Remittance List
- . PHIC IV (Individual Vouchers) Premium Remittance List
- . PHIC Summary of Payments List
- . GL Entries
- . Custom Payroll Reports (Monthly)
- . Alphalist (Terminated)
- . Alphalist with Previous Employer
- . Alphalist without Previous Employer
- . Anniversary Gift Report
- . BIR 2316
- . Certification of Loan Remittance
- . Certification of Remittance
- . Collective Negotiation Agreement Incentive Report
- . Custom Payroll Reports (Yearly)
- . Educational Assistance Allowance Report
- . Index of Payments to Employees
- . Labor Management Relations Gift Report
- . Loyalty Award
- . Year-End Bonus and Cash Gift Report
- . List of Active Employees
- . Withholding Tax Remittance

Witness:  
  
**RACQUEL ARANDA**  
 Assistant 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

List Authority to Debit Report  
Bank Diskette

**H. Property and Supplies Monitoring must have the following:**

1. Recording of Company's equipment, computers, furniture's, fixtures and supplies or items
2. Generation of asset code and tag per item entered in the library of items
3. Assignment of issued properties/items (equipment, computers, furniture's, fixtures and supplies) to employees
4. Query and listing of inventory of items or properties issued per employee
5. Setting of Unlimited Office Supplies
6. Generates the following reports:
  - List of Properties
  - List of Employee's Assigned Asset

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

**I. Recruitment Module must have the following:**

1. Identify Geographical Assignment
2. Identify Job Competencies
3. Employee Position, Job description and qualifications
4. Plantilla and Non-plantilla positions
5. List of Vacant Position
6. Scheduling of Appointment for applicant exam/interview
7. Send Regret Letter
8. Schedule deliberations of Applicants
9. Formal appointment of applicants
10. Applicant evaluation, assessment, deliberation and placement
11. Online submission of application for internal and external applicants
12. Application for Outsourced Applicants
13. Comparison on the submitted documents
14. Generates the following reports:

COSMOTEC PHILIPPINES, INC.

BY:  
  
**EMILIO G. FEDERIZO**  
 Authorized Representative

- Service Record
- Notice of Vacancy
- Personal Data Sheet
- Position Description Form
- Certificate of Employment
- Employee Master List
- Salary Adjustment Memo
- Report Customizer (intended to determine the distribution of employees and Personnel statistics)
- Letter of Appointment
- BIR Form
- Character Reference Check Report
- Employment Examination Attendance Sheet
- Forwarding PDS to the personnel
- Issuance of ID Form
- Notification to the applicant for the reposted position
- Next-In Rank Waiver Form Non-Disclosure
- Notice of Meeting
- Notice of Probationary Period
- Notice of Vacancy
- Notify Appointee with Approved Appointment with Receipt
- Personal Data Sheet (Applicants)
- Plantilla Form
- Qualified Next-In-Rank
- Referral of Applicant for Vacant Position
- Report on Appointment issues (RAI)
- Report of Previously Posted 2<sup>nd</sup> Level Positions
- Submitting ATM Application Form
- Transmittal of Appointee

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

PHILIPPINE PORTS AUTHORITY  
BY:

  
**JAY DANIEL R. SANTIAGO**  
 General Manager

Transmittal of BIR Form 2305  
Tracking of Positions

**J. Reward and Recognition module must have the following:**

1. Total number and names of employees who have awards/commendations especially under PRAISE
2. Access and capacity to nominate outstanding employees in accordance to rules and regulations under PPA-PRAISE

**K. Strategic Performance Management System (SPMS) must have the following that would help the Department/Division Head monitor & evaluate the work progress & Quality, Efficiency & Timeliness (QET) of individual and office targets & accomplishments:**

1. Office Performance Commitment & Review form (OPCR)
2. Individual Performance Commitment & Review form (IPCR)
3. Development Action Plans
4. Employee's Awarded or Recognized
5. Employee's Inventories
6. Employee's Summary of ratings
7. Employee's Termination or Promotion
8. Employee's Training and Development Program
9. Performance Review & Appraisal Proper
10. Progress Review and Performance Monitoring
11. STAFF (Subordinates & Teams Appraisal Feedback Form)
12. OFFICER sheet (Observation, Feedback, Forethought, inputs, Comments, Evaluation, Review)

**L. Time and Attendance must have the following:**

1. Facility to assign employee's work schedule per date range via Employees Management Schedule
2. With file maintenance of work schedule thru Custom Timekeeping Setup, Shift Table, Flexitime Table
3. With customizable timekeeping set – up per employee
4. User maintainable flexitime schedule thru Flexitime Table
5. User definable overtime settings via Timekeeping Setup module
6. User definable overtime types (Early or Regular Overtime)
7. User definable core office hours thru Flexitime Table
8. Shifting Table: Deduction of break can be defined if deducted or not
9. Date Locker: Prevent the processing and editing of transactions on the locked date
10. Full integration and downloading of logs from biometric device thru Device Table module
11. With facility to record daily in and out manually
12. Uploading of employees attendance logs using text file
13. Able to compute the following: Regular Hours, Absences, Tardiness, Undertime, Paid Leaves, Holiday/Rest day, Excess Time, Approved Early Overtime or Regular Overtime, Holiday Deductions, Night Differentials and Night Differential OT without the need for manual intervention.
14. Computes absences based on employee's schedule and attendance logs
15. User maintainable yearly holidays using the Holiday Table
16. User maintainable holidays per site or branch thru Other Holidays table
17. With option to add check dates on holidays (workday before holiday)
18. With online and offline filing of Overtime (OT) requests. Classification of Overtime as:
  - a) Overtime Rendered during weekdays;
  - b) Overtime Rendered during Holidays/rest days; and
  - c) Overtime Rendered during Emergencies
19. Facility to print or save DTR report
20. Generates the following reports:
  - . Authorized Travel
  - . COC Availment and Non-Availment of Employees

Witness:  
RACQUEL ARANDA  
Assistant Sales Manager

COSMOTEC PHILIPPINES, INC.

Witness:  
EMILIO G. BADERIZA  
Authorized Representative

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

JAY DANIEL R. SANTIAGO  
General Manager

PHILIPPINE PORTS AUTHORITY  
BY:

- . Compensatory Time Off Availment and Non-Availment of Employees
- . Custom Timekeeping Report
- . Daily Time Correction Form
- . Daily Time Record
- . Disapproved Leave Applications
- . Employees with Less Than Required Number of Punches
- . Forced Leave Record
- . Forfeited (CTO) Compensatory Time Off
- . Late Filed Leaves Record
- . Leave without Pay
- . List of AWOL Employees
- . List of Employees with Prolonged Leaves
- . Monetization Claims
- . Official Business Report
- . Other Leaves Profile
- . Perfect Attendance (No Absences, No Lates, No Undertime, w/OB)
- . Sick Leave Profile
- . Tardiness & Undertime Report
- . Vacation Leave Profile

**M. Training and Development must have the following:**


- 1 Annual Training Plan Creator
- 2 Training program Creator
- 3 Calendar for Training
- 4 View Employees that need training based on position, competency and training request
- 5 Tagging of employees training status
- 6 Generates the following reports:
  - . Participants for the Training
  - . Training Summary Report
  - . PDC Resolution
  - . List of Approved Training
  - . Translation of Competencies to Training Program
  - . Certificate of Attendance
  - . Conducted Training for the Year
  - . Certificate of the Training
  - . SO Training Report

**N. Wellness and Relations must have the following:**

- 1 Allows you to define an unlimited number of events or activities such as Company events, sports, cultural events, social events, and the likes that promotes the monitoring of participated activities by the employees
- 2 Management of Wellness Activities
- 3 It allows recording of activities or program plans for the company
- 4 It records the awards received by the employees
- 5 Viewing of Wellness program schedules
- 6 Calendar of Programs and Programs attended by the employees
- 7 System can also identify and maintain unlimited schedule of activities and selection of participants
- 8 Generates the following reports:
  - . Participants of Activity/Program
  - . Activities/Programs Summary

**O. Security**

- 1 Username and password authentication
- 2 Strong password policies
- 3 Audit trail tracking
- 4 Multi-level confidentially access
- 5 Assignable user roles
- 6 Facility to define password expiration thru Password Policy setup

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

COSMOTECH PHILIPPINES, INC.

BY:  
  
**EMILIO G. FEDERIZO**  
 Authorized Representative

Witness:  
  
**MARK JONAS PALOMAR**  
 Chairperson, HO-BAC-PGCS

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

- 7 User definable options thru Password Policy setup
  - . Minimum & maximum password length
  - . Allow or Restrict repeated characters
  - . Case sensitive or not
- 8 User definable user roles under Security Settings
- 9 With facility to create multiple user roles
- 10 With facility to view user status (whether offline or online) for security tracking
- 11 Availability of information to track user activities
- 12 With Audit Trail facility for all modules
- 13 Printable Audit Trail report

2.02 The CONTRACTOR agrees to deliver services referred to in Section 2.01 within twelve (12) months from receipt of the Notice to Proceed (NTP) by the CONTRACTOR. The contract shall include all such items although not specifically mentioned, that can reasonably be inferred as being required for its completion as if such items were expressly mentioned. Provided that all the additional final programming requirement requests are submitted to the CONTRACTOR by PPA, thirty (30) days before the deployment to the Production environment.

2.03 The CONTRACTOR shall:

- a. Provide an off-the shelf ready-made, integration-capable and scalable application solution, supported by the necessary hardware infrastructure. The custom solution shall not incur for the PPA any recurring fees after its commissioning and acceptance
- b. Engage in a series of process reviews and data gathering activities with PPA process stakeholders or key personnel to fully understand in details the processes to improve and automate, and get an accurate picture of the current tasks and procedures, work schedules, routine processes and exceptional cases and how each are handled and resolved
- c. Provide a Business Process Review (BPR) and Requirement Mapping and Validation such as the following:
  - c.1 Project Plans which shall highlight the overall implementation and methodologies to be used
  - c.2 Project definition in which Gap Analysis shall be done both by PPA and the Contractor to determine the processes that require automation and priorities
  - c.3 Steering Committee and Project Team Structure to determine the corresponding roles/responsibilities for a better communication and efficient delegation during the engagement
  - c.4 Deliverables and Acceptance Conditions: PPA and the Contractor shall agree in writing on Project Team Structure, the detailed user requirement, deliverable and corresponding acceptance conditions of each. Deliverables shall include items in Technology Specifications and Implementation and Methodologies which shall be identified during BPR, Data gathering and validation
  - c.5 User Review and acceptance Signoff there shall be guidelines to be approved by the PPA Steering Committee which includes the parameters to be reviewed by the designated reviewer and the routing process to be observed by both PPA and Contractor
- d. Help upload the customer processed data, Payroll History and other data for Migration in the provided templates (Migration Tools)
- e. Assist in the Data Migration workshop to define the data migration process and mapping required
- f. Support in the implementation, supervision of the system, actual supervision and assistance for parallel run
- g. Conduct Administrator, Technical and User's training
- h. Provide complete reference materials to properly use the system, including Brochures, Training Manuals, Quick guides for the use of end-users and administrator
- i. Provide complete documentation and turn-over all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services and related databases

Witness:  
  
**RACQUEL ARANDA**  
 Assistant Sales Manager

COSMOTECH PHILIPPINES, INC.

BY:  
  
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Witness:  
  
**MARK JONES PALOMAR**  
 Chairperson, HO-BAC-PGCS

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

j. Provide support services such as:

**Training** - the project contractor must provide the necessary comprehensive training which shall cover the following:

- . List and describe in detail the training to be conducted in terms of Course title,
- . Description,
- . Learning objective,
- . Class size and composition,
- . Course duration,
- . Venue,
- . Training sequence,

Examples are user training and technical training

**Documentation** - the project contractor must provide a complete documentation for every deliverable/milestone. PPA shall own all documents and shall reserve the right to reproduce at no additional cost. Documentation must be written in English of durable construction with concise and high quality presentation to include but not limited to the Following:

- User Manuals/Technical/Reference Manuals
- System/Operation Manual/Troubleshooting and Installation Guides

All documentation must be in hard and soft copies accompanied with a compact disk/USB copy.

k. Provide the list of hardware, network resources to be provided which will be required for the project.

2.04 The HRIS solution provided shall warrant the customized HRIS free from any hardware defect, configuration/software errors from the date of turn-over to PPA. Within three (3) years from the date of acceptance by the PPA, the Contractor shall, wherever appropriately informed of possible bugs, issues and technical concerns affecting the HRIS, promptly act to fix the problem at no expense to PPA.

2.05 The Contractor shall replace goods found to have factory defects within five (5) working days.

2.06 The products shall have a minimum three (3) years warranty on parts and labor

2.07 The Contractor shall repair products that are under warranty within five (5) working days. In case repair will take longer than five (5) working days, the contractor shall provide a temporary replacement unit of equal capabilities and features as the item to be repaired.

2.08 The CONTRACTOR 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 CONTRACTOR of all its undertakings defined in and provided for under this Contract and Contract Documents, PPA agrees to pay the CONTRACTOR the total amount not exceeding **TWENTY FIVE MILLION PESOS (P25,000,000.00)**. Philippine Currency, inclusive of the twelve percent (12%) value added tax (VAT).

Witness:  
  
**RACQUEL ARANDA**  
Assistant Sales Manager

**COSMOTEC PHILIPPINES, INC.**  
BY:   
**EMILIO G. FEDERIZA**  
Authorized Representative

Witness:  
  
**MARK JONES. PALOMAR**  
Chairperson, HO-BAC-PGCS

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

3.02 The comprehensive HRIS solution shall commence from receipt of the Notice to Proceed (NTP) by the winning bidder.

Payment, which shall be made in Philippine Currency, shall be per services delivered according to the following schedule:

Deliverables	Percentage
1. Inception Report	15% of the contract price
2. Requirements Specifications	15% of the contract price
3. Functional and Technical Design Document	20% of the contract price
4. User Acceptance Training and Testing	40% of the contract price
5. Full deployment to production	10% of the contract price

3.03 Payment shall be made only upon certification by the Head of Procuring Entity that the Services 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.

3.04 It is agreed and understood that all prices specified in this Contract shall be considered fixed prices and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB), provided that any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

3.05 Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to the PPA by the CONTRACTOR 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 CONTRACTOR 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%)
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%)

Witness:  
  
**RACQUEL ARANDA**  
Assistant Sales Manager

BY:  
  
**EMILIO G. FEDERIZO**  
Authorized Representative

Witness:  
  
**MARK JOHN PALOMAR**  
Chairperson, HO-BAC-PGCS

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

BY:



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

4.03 In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form as prescribed in Section 4.01 hereof.
- b. It shall be at least co-terminus with the final completion of the project.

4.04 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.

4.05 Should any surety bond for the performance of this Contract become unacceptable to the PPA, the CONTRACTOR 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 CONTRACTOR agrees and obligates itself to perform and complete all works provided in this Contract within Twelve (12) months from receipt of the Notice to Proceed by the winning bidder.

5.02 Time is of the essence of this Contract. Should the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or any securities or warranty posted by the CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR shall pay PPA under Section 5.02 hereof without prejudice to the imposition of appropriate sanctions.

**ARTICLE VI  
EXTENSION OF CONTRACT TIME**

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


**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

Witness:  
  
**RACQUEL ARANDA**  
Assistant 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

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  
CONTRACTOR'S LIABILITY**

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

9.01 The CONTRACTOR 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, delineated in the TOR and the like to be affected in the implementation of this Contract.

9.02 Any actionable act or acts of the CONTRACTOR'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 CONTRACTOR.

**ARTICLE X  
INSPECTION AND TESTS**

10.01 PPA or its representatives shall have the right to inspect the Goods to confirm their conformity to the Technical Specifications at no extra cost to PPA.

10.02 PPA may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The CONTRACTOR shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications.

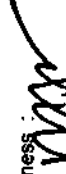
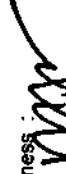
10.03 The CONTRACTOR agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by PPA or its representatives, shall release the CONTRACTOR from any warranties or other obligations under this Contract.

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

11.01 The CONTRACTOR shall not, without the written approval of the PPA, assign its rights or obligations under this Contract, in whole or in part. 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 pursuant to Section 17.04 hereof. Should PPA give its written approval for the CONTRACTOR to assign any part of this contract, such consent shall not relieve the CONTRACTOR of its responsibilities under this Contract. The CONTRACTOR 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 CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of this Contract.

COSMOTEC PHILIPPINES, INC.

Witness:   
BY:   
RACQUEL ARANDA  
Assistant Sales Manager  
EMILIO G. FEDERIZO  
Authorized Representative

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

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

**ARTICLE XII  
TAXES, LICENSES, PERMITS AND FEES**

12.01 The CONTRACTOR'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 CONTRACTOR on its own account.

**ARTICLE XIII  
AGREEMENT MODIFICATION**

13.01 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 XIV  
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 give 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 XV  
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 is 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. 9285 otherwise known as the "Alternative Dispute Resolution Act 2004, without prejudice to the right of PPA to immediately rescind or terminate this contract.

15.02 Should PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR 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 CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR 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 XVI  
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 CONTRACTOR of any of its obligations provided thereunder.

Witness:  
  
**RACQUEL ARANDA**  
Assistant Sales Manager

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

Witness:  
  
**MARK JONG S. PALOMAR**  
Chairperson, HC-BAC-PGCS

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

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 CONTRACTOR or upon failure of the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR prior to the delay, and such failure amounts to at least ten (10%) for the contract price;
- (b) As a result of force majeure, the CONTRACTOR 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 CONTRACTOR fails to perform any other obligations under this Contract.

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

16.06 No payment of the contract shall be made to the CONTRACTOR without the Certificate of Completion and Acceptance from the PPA per services delivered.

16.07 Notwithstanding any extra work, change of work orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

16.08 The CONTRACTOR shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgement, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

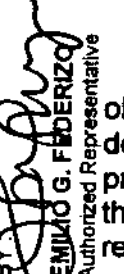
**ARTICLE XVII  
SPECIAL REPRESENTATION**


17.01 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to motu proprio rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 16.04 hereof.

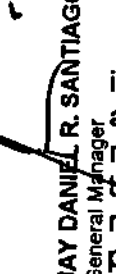
The CONTRACTOR hereby warrants that it has not given nor promise to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extrajudicially or without need of judicial intervention.

COSMOTECH PHILIPPINES, INC.

Witness:  
  
**RACQUEL ARANDA**  
Assistant Sales Manager

BY:  
  
**EMILIO G. FEDERIZO**  
Authorized Representative

Witness:  
  
**MARK JONES, PALOMAR**  
Chairperson, HO-BAC-PGCS

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

**ARTICLE XVIII  
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

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

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

By:   
**EMILIO G. FEDERIZO**  
Authorized Representative

WITNESSES:

  
**RACQUEL ARANDA**  
Assistant Sales Manager

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF **PASAY CITY** ) S.S.

BEFORE ME, a Notary Public for and in the City of **PASAY CITY** Philippines, this MAY 20 day of 2019, personally appeared:


NAME	PROOF OF IDENTITY	DATE	PLACE
Jay Daniel R. Santiago	PPA No. 00102016		
Emilio G. Federizo	Driver's License C05-91-046010		
POSITION	COMPANY	CTC No.	DATE PLACE
General Manager	Phil. Ports Authority	00158522	1-15-19 Manila
Authorized Representative	Cosmotech Philippines, Inc.		

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 Supply, Delivery, Installation and Implementation of a Comprehensive Human Resource Information System (HRIS) – Government Edition consisting of twenty (21) 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. 319;  
Page No. 64;  
Book No. 09;  
Series of 2019.

  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC  
COMMISSION 17-23  
PASADENIA ST., PASAY CITY  
IBP NO. 047427 - 01/03/19 PASIG  
PTR NO. 5826667 - 01/03/19 P.C.  
MCLE COMPLIANCE NO. VI-0002830 - 4/14/2022  
ROLL NO. 29679