

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

**CONTRACT AGREEMENT
FOR THE PROCUREMENT OF INFORMATION
TECHNOLOGY (IT) RESOURCES**

30 SEP 2021

This Agreement made and entered into this _____ day of _____ 2021 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. 2466, as contained in
Secretary's Certificate dated 02 November 2015, copy of which is hereto
attached as **Annex A**.

and

COLUMBIA TECHNOLOGIES, INC., duly organized and existing under
Philippine laws, with principal office address at 1136-1146 J. Nakpil St., Malate
II, Manila, represented herein by its Authorized Representative, **JOSE M
RAMOS. JR.**, duly authorized for this purpose, as shown in Secretary's
Certificate dated 18 August 2021, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain services, particularly the Procurement of
Information Technology (IT) Resources, with an approved Budget for the Contract (ABC) of Php
80,000,000.00 and has accepted a Bid by **COLUMBIA TECHNOLOGIES, INC.** for those
services in the sum of **SEVENTY NINE MILLION EIGHT HUNDRED SEVENTY THREE
THOUSAND SEVEN HUNDRED PESOS (Php 79,873,700.00);**.

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


AIZA MENDOZA
Senior Account Executive

COLUMBIA TECHNOLOGIES, INC.
BY:

JOSE M. RAMOS, JR.
Authorized Representative

Witness

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

PHILIPPINE PORTS AUTHORITY
BY:

JAY DANIEL R. SANTIAGO
General Manager

COLUMBIA TECHNOLOGIES, INC.

BY :

JOSE M. RAMOS, JR.
Authorized Representative

Witness:
AIZA MENDOZA
Senior Account Executive

- 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 **SEVENTY NINE MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED PESOS (Php 79,873,700.00)** or such other sums as may be ascertained, **COLUMBIA TECHNOLOGIES, INC.** agrees to the Procurement of Information Technology (IT) Resources, 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, **COLUMBIA TECHNOLOGIES, 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 **COLUMBIA TECHNOLOGIES, 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.

PHILIPPINE PORTS AUTHORITY

BY :

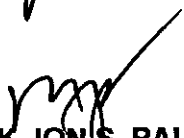
JAY DANIEL R. SANTIAGO
General Manager

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

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.

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


JAY DANIEL R. SANTIAGO
General Manager


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

COLUMBIA TECHNOLOGIES, INC.
TIN No. 002-839-013-000
By:


JOSE M. RAMOS, JR.
Authorized Representative

WITNESSES


AIZA MENDOZA
Senior Account Executive

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this ____ day of
30 SEP 2021, 2021, 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. 00102016 | Jan. 16, 2020 | DFA Manila |
| Jose M. Ramos, Jr. | Passport ID No. P4395970B | | |


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 | 00367765 | 2-02-21 | Manila |
| Authorized Representative | Columbia Technologies, Inc. | 00357154 | 1-07-21 | Manila |

The foregoing instrument is a Contract for the Procurement of Information Technology (IT) Resources, 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

Doc. No. 135;
Page No. 27;
Book No. 157;
Series of 2021


ATTY. FRANCISCO G. ZARATE
Notary Public Until Dec. 31, 2021
Notarial Comm. No. 2019-018 Mla.
Roll No. 17574/TIN-181-238-358
IBP OR No. 133431/11-25-2020
For 2021 Aklan Chapter
PTR No, Mla. 9788122/ 1-4/2021
MCLE Exempt, No. VI-NP003783
Until April 14, 2022
553 P. Faura St., Ermita, Mla./09203315371