

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

**CONTRACT AGREEMENT
FOR THE DESIGN, SUPPLY, REHABILITATION AND
UPGRADE OF DATA CENTER FACILITY**

08 FEB 2022

This Agreement made and entered into this _____ day of _____ 2022 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

NEO-TECH ASIA DISTRIBUTION, INC., duly organized and existing under Philippine laws, with principal office address at 2F CWI Corporate Center, 1050 Quezon Avenue, Quezon City, represented herein by its Authorized Representative, **SARAH DENISE O. SAMSON**, duly authorized for this purpose, as shown in Secretary's Certificate dated 20 December 2021, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Design, Supply, Rehabilitation and Upgrade of Data Center Facility, with an approved Budget for the Contract (ABC) of Php **65,000,000.00** and has accepted a Bid by **NEO-TECH ASIA DISTRIBUTION, INC.** for those goods and services in the sum of **SIXTY FOUR MILLION NINE HUNDRED THOUSAND PESOS (Php 64,900,000.00)**;

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

NEO-TECH ASIA DISTRIBUTION, INC.
BY :

Witness :

JERROLD TAN
Sales Manager

SARAH DENISE O. SAMSON
Authorized Representative

PHILIPPINE PORTS AUTHORITY
BY :

Witness :

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

JAY DANIEL R. SANTIAGO
General Manager

NEO-TECH ASIA DISTRIBUTION, INC.

BY :

SARAH DENISE O. SAMSON
Authorized Representative

Witness :

JERROLD TAN
Sales 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 **SIXTY FOUR MILLION NINE HUNDRED THOUSAND PESOS (Php 64,900,000.00)** or such other sums as may be ascertained, **NEO-TECH ASIA DISTRIBUTION, INC.** agrees to the Design, Supply, Rehabilitation and Upgrade of Data Center Facility, 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, **NEO-TECH ASIA DISTRIBUTION, 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 **NEO-TECH ASIA DISTRIBUTION, 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, HD-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

NEO-TECH ASIA DISTRIBUTION, INC.

TIN No. 007-665-198-000

By:

SARAH DENISE O. SAMSON

Authorized Representative

WITNESSES

MARK JON S. PALOMAR

Chairperson, HO-BAC-PGCS

JERROLD TAN

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 08 FEB 2022 day of 08 FEB 2022, 2022, 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		
Sarah Denise O. Samson	Passport No. P6154143B		

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	00372460	1-21-22	Manila
Authorized Representative	Neo-Tech Asia Distribution, Inc.	00287826	1-21-22	Q.C.

The foregoing instrument is a Contract for the Design, Supply, Rehabilitation and Upgrade of Data Center Facility, 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. 209 ;
Page No. 72 ;
Book No. IV ;
Series of 2022

Atty. DONATO C. MANGUAT
Notary Public
Commission No. NP-080
Extended until June 30, 2022 under B. M. No. 3795
IBP No. 170701, December 16, 2021, QC
PTR No. 2442857, January 3, 2022, QC
Attorney's Roll No. 34845
MCLE No. VI-0028934
Mobile No. +639183363108
Office Address: No. 2 Marunong St., Brgy. Central QC