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

CONTRACT

FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CCTV SURVEILLANCE MONITORING (PHASE VI)

This CONTRACT executed on the _____ day of JUL 3 0 2026 2026 by and between:

PHILIPPINE PORTS AUTHORITY (PPA), 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.**, hereinafter called "the Entity";

-and-

KIT PROPERTIES, INC./BEYONDSIGHT PHILIPPINES, INC./IPOINTEAST INC./JV, a company duly organized and existing under the laws of Republic of the Philippines, with principal office at Unit 601-603 Galleria Corporate Center, Edsa Along Poveda Drive, Brgy. Ugong Norte, Quezon City, hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works, particularly the Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring (Phase VI);

WHEREAS, the Supplier submitted a responsive bid and was awarded the contract for the procurement in the total amount of **FOUR HUNDRED NINETY EIGHT MILLION FOUR HUNDRED THIRTY SIX THOUSAND THREE HUNDRED SIXTEEN PESOS AND 80/100 (Php 498,436,316.80)**,hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a. Philippine Bidding Documents (PBD);

   - *For Procurement of Goods*

     i. Invitation to Bid;
     ii. Instruction to Bidders;
     iii. 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;
     iv. Bid Data Sheet;
     v. Schedule of Requirements;
     vi. Technical Specifications;
     vii. General and Special Conditions of Contract;
     viii. Supplemental Bid Bulletins, if any; and
     ix. Other contract documents that may be required by existing laws and/or the Entity.

KIT PROPERTIES, INC./BEYONDSIGHT PHILIPPINES, INC./
IPOINTEAST INC./JV
BY:
NESTOR G. CRUZ
Authorized Representative

Witness:
ANGELICA S. YOUNG
Joint Venture Secretary

Witness
MARK JON S. PALOMAR
Chairperson, HOPBAC-PGCS

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

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

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **FOUR HUNDRED NINETY EIGHT MILLION FOUR HUNDRED THIRTY SIX THOUSAND THREE HUNDRED SIXTEEN PESOS AND 80/100 (Php 498,436,316.80**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring (Phase VI) described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The **Philippine Ports Authority** agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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

JAY DANIEL R. SANTIAGO
General Manager
Date
PPA ID No. 00792022

KIT PROPERTIES, INC. Tin No. 281-027-872-000 **/BEYONDSIGHT PHILIPPINES, INC.** Tin No.009-832-962-00000 **/IPOINTEAST INC.** Tin No. 007-887-861-00000 **/JV**

NESTOR G. CRUZ
Authorized Representative
Date
Philippine Identification Card No. 6529-0593-5734-0821

Signed in the presence of:

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

ANGELICA S. YOUNG
Joint Venture Secretary

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the PASIG CITY, City/Province of _____, this _____ day of JUL 30 2026, 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of three (3) pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this JUL 30 2026 2026.

KIT PROPERTIES, INC./BEYONDSIGHT PHILIPPINES, INC./
IPOINTEAST INC./JV
BY :

Witness
ANGELICA S. YOUNG
Joint Venture Secretary

NESTOR G. CRUZ
Authorized Representative

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __,
IBP No. __,

Doc. No. 183
Page No. 45
Book No. 03
Series of 2026

EZEKIEL V. TANAEL
Notary Public for and in Pasig City
Unit 1703-A East Tower, Tektite Towers,
Exchange Road, Ortigas Center, Pasig City, 1605
Commission No. 79 (2025-2026)
Expires on December 31, 2026
Attorneys Roll No. 71867
PTR No. 3963306; 01/05/2026; Pasig City
IBP No. 577662, Catanduanes
MCLE Compliance No. VIII - 0014236

Witness

MARK JON S. PALOMAR
Chairperson, HOBAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY :

JAY DANIEL R. SANTIAGO
General Manager