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

CONTRACT AGREEMENT
FOR THE REHABILITATION OF SURVEILLANCE SYSTEM FOR 7 SITES DAMAGED BY TYPHOON ODETTE

This Agreement made and entered into this SEP 18 2024 day of _____ 2024 in PASIG CITY 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

KIT PROPERTIES INC./BEYONDSIGHT PHILIPPINES, INC./iPOINTEAST INC./JV, herein referred to as SUPPLIER and/or WINNING BIDDER, duly organized and existing under Philippine laws, with principal office address at Unit 601-603 Galleria Corporate Center, Edsa Along Poveda Drive, Brgy. Ugong Norte, Quezon City, represented herein by its Representative, **NESTOR G. CRUZ**, duly authorized for this purpose, as shown in Joint Venture Agreement 29 July 2024, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly Rehabilitation of Surveillance System for 7 Sites Damaged by Typhoon Odette, with an approved Budget for the Contract (ABC) of Php **120,000,000.00** and has accepted a Bid by **KIT PROPERTIES INC./BEYONDSIGHT PHILIPPINES, INC./iPOINTEAST INC./JV** for those goods and services in the sum of **ONE HUNDRED FIFTEEN MILLION PESOS AND 04/100 (Php 115,000,000.04);.**

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

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, 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 FIFTEEN MILLION PESOS AND 04/100 (Php 115,000,000.04)** or such other sums as may be ascertained, **KIT PROPERTIES INC./BEYONDSIGHT PHILIPPINES, INC./iPOINTEAST INC./JV** agrees to the Rehabilitation of Surveillance System for 7 Sites Damaged by Typhoon Odette, 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, **KIT PROPERTIES INC./BEYONDSIGHT PHILIPPINES, INC./iPOINTEAST INC./JV** 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 **KIT PROPERTIES INC./BEYONDSIGHT PHILIPPINES, INC./iPOINTEAST INC./JV** 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.

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, 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

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

WITNESSES

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

ANGELICA S. YOUNG
Joint Venture Secretary

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of PASIG CITY) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this ____ day of SEP 18 2024, 2024, 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		
Nestor G. Cruz	Philippine Identification Card No. 6529-0593-5734-0821		

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	00531834	1-17-24	Manila
Authorized Representative	Kit Properties/Beyondsight Philippines, Inc./ iPointeast Inc./JV			

The foregoing instrument is a Contract Agreement for the Rehabilitation of Surveillance System for 7 Sites Damaged by Typhoon Odette, 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. 115;
Page No. 24;
Book No. I;
Series of 2024

VINCENT MATTHEW P. NAVAL
Notary Public for and in Pasig City
30 floor, Tycoon Center, Pearl Drive
Ortigas Center, Pasig City 1605
Appointment No. 212 (2024-2025)
Attorney's Roll No. 80661
PTR No. 0174090; 01/09/2024; Pasig City
IBP Membership No. 412335, 01/09/2024; Makati Cit
Admitted to the Bar 2022

VINCENT MATTHEW P. NAVAL NOTARY PUBLIC ROLL NO. 80661 PASIG CITY PHILIPPINES