

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

CONTRACT AGREEMENT
FOR THE PROCUREMENT OF SERVICE PROVIDER FOR THE MAINTENANCE AND
SUPPLY OF CONSUMABLES FOR 2,173 UNITS LED SOLAR STREET LIGHTS (PHASE II)

This Agreement made and entered into this FEB 23 2026 day of _____ 2026 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. 3317, as contained in Secretary's Certificate dated 11 September 2024, copy of which is hereto attached as **Annex A**.

and

JIOPROVIDER CORPORATION, herein referred to as SUPPLIER and/or WINNING BIDDER, duly organized and existing under Philippine laws, with principal office address at 4th Floor, Unit No. 1, Gonzaga Bldg., Block 4, Lot 11, Regatta Square, Pueblo de Oro, Business Park, Upper Carmen, Cagayan de Oro, represented herein by its Authorized Representative, **EARL DANN REY E. GUTIERREZ**, duly authorized for this purpose, as shown in Secretary's Certificate dated 15 January 2026, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Procurement of Service Provider for the Maintenance and Supply of Consumables for 2,173 Units LED Solar Street Lights (Phase II), with an Approved Budget for the Contract (ABC) of Php **200,000,000.00** and has accepted a Bid by **JIOPROVIDER CORPORATION** for those goods and services in the sum of **ONE HUNDRED NINETY NINE MILLION FIVE HUNDRED THOUSAND PESOS (Php 199,500,000.00);**.

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

- 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 NINETY NINE MILLION FIVE HUNDRED THOUSAND PESOS (Php 199,500,000.00)** or such other sums as may be ascertained, **JIOPROVIDER CORPORATION** agrees to the Procurement of Service Provider for the Maintenance and Supply of Consumables for 2,173 Units LED Solar Street Lights (Phase II), in accordance with its Bid.

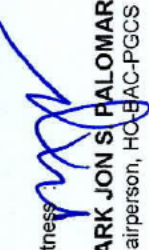
4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. In execution of its Works, **JIOPROVIDER CORPORATION** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.
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 **JIOPROVIDER CORPORATION** 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.

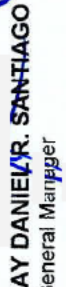
IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Witness:

ANTONIO A. HUSAIN
Liaison Officer

JIOPROVIDER CORPORATION
BY: 
EARL DANIN REYES
Authorized Representative

Witness:

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

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

By:

ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila 120110008
2nd Floor Midland Plaza Hotel, 1000 St. Francis, Manila
PSE No. 120110008-1
PSE No. 120110008-2
ROLL NO. 68731 MC, 1000 St. Francis, Manila (Unit 2000)