

HI-TONE CONSTRUCTION AND DEVELOPMENT CORPORATION

PHILIPPINE PORTS AUTHORITY

Witness:  
ARA SHAE PEROSIA  
Liaison Officer

BY: EDGAR S. ACOSTA  
Authorized Representative

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

BY: JAY DANIEL R. SANTIAGO  
General Manager

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

**CONTRACT AGREEMENT**  
**FOR THE TACLOBAN PORT IMPROVEMENT PROJECT, PORT OF TACLOBAN,**  
**TACLOBAN, LEYTE**

This Agreement made and entered into this \_\_\_\_\_ day of MAR 13 2024, in  
Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, herein referred to as the  
PROCURING ENTITY and/or ENTITY, a government instrumentality created  
under Presidential Decree No. 857, as amended, with principal office at PPA  
Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein  
by its General Manager, **JAY DANIEL R. SANTIAGO**, duly authorized for this  
purpose under Board Resolution No. 2445, Series of 2015, attached herein as  
**Annex A.**

- and -

**HI-TONE CONSTRUCTION AND DEVELOPMENT CORPORATION**,  
herein referred to as the CONTRACTOR and/or WINNING BIDDER, duly  
organized and existing in accordance with Philippine laws, with principal office  
address at Lidong, Sto. Domingo, Albay, represented herein by its Authorized  
Representative, **EDGAR S. ACOSTA**, duly authorized for this purpose as  
shown in Secretary's Certificate dated 04 January 2024, attached herein as  
**Annex B.**

WHEREAS, the Entity is desirous that the Contractor execute the Tacloban Port  
Improvement Project, Port of Tacloban, Tacloban, Leyte, (hereinafter called " the Works"), with  
an approved Budget for the Contract (ABC) of Php **263,836,623.15** and the Entity has accepted  
the Bid for **TWO HUNDRED SIXTY THREE MILLION SIX HUNDRED FORTY TWO  
THOUSAND FOUR HUNDRED SIXTY SIX PESOS AND 22/100 (Php 263,642,466.22)** by the  
Contractor for the execution and completion of such Works and the remedying of any defects  
therein.

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 hereinafter 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 part of this Agreement, viz:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any



Witness:  
**ARA SHAH PEROSIA**  
 Liaison Officer

Witness:  
**EDGAR S. ACOSTA**  
 Authorized Representative

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

Witness:  
**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;

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;

- 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 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 **TWO HUNDRED SIXTY THREE MILLION SIX HUNDRED FORTY TWO THOUSAND FOUR HUNDRED SIXTY SIX PESOS AND 22/100 (Php 263,642,466.22)** or such other sums as may be ascertained, **HI-TONE CONSTRUCTION AND DEVELOPMENT CORPORATION** agrees to execute the Tacloban Port Improvement Project, Port of Tacloban, Tacloban, Leyte, 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, **HI-TONE CONSTRUCTION AND DEVELOPMENT 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 **HI-TONE CONSTRUCTION AND DEVELOPMENT 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.



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

JAY DANIEL R. SANTIAGO  
General Manager

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

HI-TONE CONSTRUCTION AND  
DEVELOPMENT CORPORATION  
TIN No. 005-769-891-000  
By:

EDGAR S. ACOSTA  
Authorized Representative

WITNESSES  
ARA SHAE PEROSIA  
Liaison Officer

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this MAR 13 2024 day of  
\_\_\_\_\_, 2024, personally appeared the following :

| NAME                   | COMPETENT<br>EVIDENCE OF IDENTITY | DATE OF ISSUE<br>OR EXPIRY DATE | PLACE OF<br>ISSUE |
|------------------------|-----------------------------------|---------------------------------|-------------------|
| Jay Daniel R. Santiago | PPA ID No. 00792022               |                                 |                   |
| Edgar S. Acosta        | SSS No. 05-0257536-3              |                                 |                   |

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 | Hi-Tone Const. & Dev't. Corp. | 11109088 | 1-09-24 | Legazpi, Albay |

The foregoing instrument is a Contract for the Tacloban Port Improvement Project, Port  
of Tacloban, Tacloban, Leyte, 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. 40;  
Page No. 1;  
Book No. 1;  
Series of 2024

ATTY. JOHN EDWARD T. ANG  
NOTARY Public for City of Manila, until 12/31/2024  
Notarial Commission No. 2023-091  
2<sup>nd</sup> Floor Midland Plaza Hotel, Adnatico, St., Ermita, Manila  
IBP No. 339300-Jan. 3, 2024  
PTR No. 1535723-Jan. 3, 2024/ Mla.  
ROLL NO. 0873/ MCLE No. VII-0011675