

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

**CONTRACT AGREEMENT  
FOR THE UPGRADING AND EXPANSION OF LAWIGAN PORT,  
PORT OF LAWIGAN, BISLIG, SURIGAO DEL SUR**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, 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 -

**EQUI-PARCO CONSTRUCTION COMPANY**, duly organized and existing in accordance with Philippine laws, with principal office address at P-3, Ambangan, Ambago, Butuan City, represented herein by its Managing Partner, **RUBEN A. JAVIER**, duly authorized for this purpose as shown in Partners' Certificate dated 29 June 2021, attached herein as **Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Upgrading and Expansion of Lawigan Port, Port of Lawigan, Bislig, Surigao del Sur, with an approved Budget for the Contract (ABC) of Php **181,299,117.33** and the Entity has accepted the Bid for **ONE HUNDRED SEVENTY EIGHT MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND PESOS (Php 178,688,000.00)** 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

EQUI-PARCO CONSTRUCTION COMPANY

Witness:

JESUS A. KAHAYON, JR.  
Liaison Officer

EQUI-PARCO CONSTRUCTION COMPANY

RUBEN A. JAVIER  
Managing Partner

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;

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 for the sum of **ONE HUNDRED SEVENTY EIGHT MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND PESOS (Php 178,688,000.00)** or such other sums as may be ascertained, **EQUI-PARCO CONSTRUCTION, COMPANY** agrees to execute the Upgrading and Expansion of Lawigan Port, Port of Lawigan, Bislig, Surigao del Sur 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, **EQUI-PARCO CONSTRUCTION, COMPANY** 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 **EQUI-PARCO CONSTRUCTION, COMPANY** 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.

EQUI-PARCO CONSTRUCTION COMPANY

Witness :

JESUS A. KAHAYON, JR.  
Liaison Officer

BY :

RUBEN A. JAVIER  
Managing Partner

Witness

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

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

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

**EQUI-PARCO CONSTRUCTION, CO.**  
TIN No. 000-385-535-000  
By:

**RUBEN A. JAVIER**  
Managing Partner

WITNESSES

**JESUS A. KAHAYON, JR.**  
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        day of JUL 12 2021, 2021, 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		
Ruben A. Javier	Passport No. EB9043045		

known to me and to me known to be the same persons who executed the foregoing instrument as :

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00367765	2-02-21	Manila
Managing Partner	Equi-Parco Const., Co.	00028273	1-04-21	Butuan City

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 corporation they represent.

The foregoing instrument is a Contract for the Upgrading and Expansion of Lawigan Port, Port of Lawigan, Bislig, Surigao del Sur, 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 thereof.

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

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Book No. 20  
Series of 2021;

**ATTY. ROSELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
AM Adm. Matter No. 204 June 21, 2021 to Dec. 31, 2022  
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022  
PTR O.R. No. 0695112 D 1/4/21 / Roll No. 33832/TIN# 129-871-009  
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/14/22 Quezon City  
Address: 31-F Harvard St., Cubao, Q.C.