

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

**CONTRACT AGREEMENT**  
**FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LED**  
**SOLAR STREET/ROAD LIGHTS FOR PPA PORT MANAGEMENT OFFICES (PHASE IV)**

This Agreement made and entered into this 11 SEP 2025 of \_\_\_\_\_ 2025 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 4<sup>th</sup> 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. GUTIERREZ**, duly authorized for this purpose, as shown in Secretary's Certificate dated 21 July 2025, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Bids for certain goods and services, particularly the Supply, Delivery, Installation, Testing and Commissioning of LED Solar Street/Road Lights for PPA Port Management Offices (Phase IV), with an approved Budget for the Contract (ABC) of Php **150,000,000.00** and has accepted a Bid by **JIOPROVIDER CORPORATION** for those goods and services in the sum of **ONE HUNDRED FORTY NINE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND PESOS (Php 149,975,000.00);**.

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 FORTY NINE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND PESOS (Php 149,975,000.00)** or such other sums as may be ascertained, **JIOPROVIDER CORPORATION** agrees to the Supply, Delivery, Installation, Testing and Commissioning of LED Solar Street/Road Lights for PPA Port Management Offices (Phase IV), 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 DAMIN REY E. GUTIERREZ**  
Authorized Representative

Witness:  
  
**MARK JON S. PALOMAR**  
Chairperson, HOJBAC-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

JIOPROVIDER CORPORATION  
TIN No. 104-073-066-00000

EARL DANN REY E. GUTIERREZ  
Authorized Representative

WITNESSES

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

ANTONIO A. HUSAIN  
Liaison Officer

ACKNOWLEDGMENT

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

11 SEP 2025

BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_ day of \_\_\_\_\_, 2025, 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               |                                 |                   |
| Earl Dann Rey E. Gutierrez | Passport No. P5016162B            |                                 |                   |

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  | 00135169 | 1-21-25 | Manila |
| Authorized Representative | Jioprovder Corporation | 00496216 | 1-14-25 | CDO    |

The foregoing instrument is a Contract Agreement for the Supply, Delivery, Installation, Testing and Commissioning of LED Solar Street/Road Lights for PPA Port Management Offices (Phase IV), 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

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ATTY. JOHN EDWARD T. ANG  
NOTARY Public for City of Manila - until 12/31/2025  
Notarial Commission No. 2023-091  
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila  
IBP No. 339300 - Jan. 3, 2025  
PTR No. 1406230 - Jan. 3, 2025 / Mla.  
ROLL NO. 68731 MCLE No. VII-0011675