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 GENERATOR SETS FOR PORT MANAGEMENT OFFICES (PHASE V)

This Agreement made and entered into this 30 SEP 2025 day 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/SHOCKFLY CULTURE VENTURES CORPORATION/JV, herein referred to as SUPPLIER and/or WINNING BIDDER, duly organized and existing under Philippine laws, with principal office address at 4th Unit No. 1 Gonzaga Bldg., Block 4, Lot 11, Regatta Square, Pueblo de Oro, Business Park, Upper Carmen, Cagayan de Oro City, represented herein by its Authorized Representative, **EARL DANN REY E. GUTIERREZ**, duly authorized for this purpose, as shown in Joint Venture Agreement dated 07 August 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 Generator Sets for Port Management Offices (Phase V), with an approved Budget for the Contract (ABC) of Php **200,000,000.00** and has accepted a Bid by **JIOPROVIDER CORPORATION/SHOCKFLY CULTURE VENTURES CORPORATION/JV** for those goods and services in the sum of **ONE HUNDRED NINETY NINE MILLION NINE HUNDRED FORTY NINE THOUSAND NINE HUNDRED NINETY NINE PESOS 98/100 (Php 199,949,999.98);**

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

JIOPROVIDER CORP./SHOCKFLY CULTURE VENTURES CORP./JV
BY :
EARL DANN REY E. GUTIERREZ
Authorized Representative
Witness:
ANTONIO A. HUSAIN
Liaison Officer

Witness:
MARK JON S. PALOMAR
Chairperson, HOPE-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 NINETY NINE MILLION NINE HUNDRED FORTY NINE THOUSAND NINE HUNDRED NINETY NINE PESOS 98/100 (Php 199,949,999.98)** or such other sums as may be ascertained, **JIOPROVIDER CORPORATION/SHOCKFLY CULTURE VENTURES CORPORATION/JV** agrees to the Supply, Delivery, Installation, Testing and Commissioning of Generator Sets for Port Management Offices (Phase V), 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/SHOCKFLY CULTURE VENTURES CORPORATION/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 **JIOPROVIDER CORPORATION/SHOCKFLY CULTURE VENTURES CORPORATION/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.

JIOPROVIDER CORP./SHOCKFLY CULTURE VENTURES CORP./JV
BY :
Witness : **ANTONIO HUSAIN**
Liaison Officer
EARL DANN REY E. GUTIERREZ
Authorized Representative

Witness
MARK JON S. PALOMAR
Chairperson, HOBAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY :
JAY DANIEL A. 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/**SHOCKFLY CULTURE VENTURES CORPORATION**
TIN No. 738-241-872-000/**JV**

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.

BEFORE ME, a Notary Public for and in the City of Manila, this 30 SEP 2025 day of _____, 2025, 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		
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	Jioprovider Corporation/Shockfly Culture Ventures Corporation			

The foregoing instrument is a Contract Agreement for the Supply, Delivery, Installation, Testing and Commissioning of Generator Sets for Port Management Offices (Phase V), 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. 170;
Page No. 13;
Book No. VII;
Series of 2025

ATTY. JOHN EDWARD F. 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