

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

**CONTRACT AGREEMENT  
FOR THE ESTANCIA PORT EXPANSION PROJECT,  
PORT OF ESTANCIA, ESTANCIA, ILOILO**

This Agreement made and entered into this NOV 24 2023 day of NOV 24 2023, 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 -

**J.S. LAYSON & COMPANY, INC.**, duly organized and existing in  
accordance with Philippine laws, with principal office address at 113-B Saint  
Elizabeth Center, Valeria Street, Iloilo City, represented herein by its Authorized  
Representative, **JOSE V. LAYSON, JR.**, duly authorized for this purpose as  
shown in Secretary's Certificate dated 09 October 2023, attached herein as  
**Annex B**.

WHEREAS, the Entity is desirous that the Contractor execute the Estancia Port  
Expansion Project, Port of Estancia, Estancia, Iloilo, with an approved Budget for the Contract  
(ABC) of Php **133,977,010.83** and the Entity has accepted the Bid for **ONE HUNDRED THIRTY  
TWO MILLION FOUR HUNDRED SEVENTY SIX THOUSAND FIVE HUNDRED FORTY  
SEVEN PESOS AND 53/100 (Php 132,476,547.53)** 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

J.S. LAYSON & COMPANY, INC.

BY :  
**JOSE V. LAYSON, JR.**  
Authorized Representative

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

PHILIPPINE PORTS AUTHORITY

BY :  
**JAY DANIEL R. SANTIAGO**  
General Manager

Witness:  
**MARY SUZANNE FADULLON**  
Admin Officer



J.S. LAYSON & COMPANY, INC.

BY :

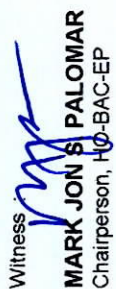
JOSE V. LAYSON, JR.  
Authorized Representative

  
MARY SUZANNE FADULLON  
Admin Officer

PHILIPPINE PORTS AUTHORITY

BY :

JAY DANIEL R. SANTIAGO  
General Manager

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

- 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 **ONE HUNDRED THIRTY TWO MILLION FOUR HUNDRED SEVENTY SIX THOUSAND FIVE HUNDRED FORTY SEVEN PESOS AND 53/100 (Php 132,476,547.53)** or such other sums as may be ascertained, **J.S. LAYSON & COMPANY, INC.** agrees to execute the Estancia Port Expansion Project, Port of Estancia, Estancia, Iloilo, 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, **J.S. LAYSON & COMPANY, INC.** 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 **J.S. LAYSON & COMPANY, INC.** 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.

