

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PMO-ZAMBOANGA
R.T. Lim Boulevard, Zamboanga City

CONTRACT AGREEMENT
SUPPLY AND DELIVERY OF ONE (1) SET OUTDOOR LED WALL BILLBOARD FOR
PPA, PMO-ZAMBOANGA

THIS AGREEMENT made and entered into this _____ day of 25 APR 2022 2022 in Zamboanga, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE (PPA, PMO - Zamboanga) for brevity, is a port management unit established by the Philippine Ports Authority, a government corporation organized and existing under and by virtue of P.D. 505 as amended by PD 857, with local unit address located at R. T. Lim Boulevard, Zamboanga City, herein represented by its Port Manager, **ENGR. ARCIDI S. JUMAANI**, who is duly authorized to represent the unit in this transaction, herein referred to as the **"PROCURING ENTITY"**;

and

MEDIACAST DIGITAL GROUP, INC., a corporation duly organized and existing with Philippine laws, with address at 60 Kundiman Street, Barangay Paltok, Quezon City, herein represented by **DON DIEGO M. AMBAT**, who is duly authorized to represent the unit in this transaction, hereinafter called the **"SUPPLIER"**.

WHEREAS, the Entity invited Bids for certain goods, particularly for the Supply and Delivery of One (1) Set Outdoor LED Wall Billboard Display for PPA, PMO-Zamboanga, with an Approved Budget for the Contract (ABC) of **Php1,500,000.00** and has accepted a Bid by **MEDIACAST DIGITAL GROUP, INC.** in the sum of **ONE MILLION NINETY SIX THOUSAND PESOS (Php1,096,000.00)**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings 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.

vi. **WARRANTIES.** The **SUPPLIER** hereby warrants that all supply and delivery of the above - mentioned contract procured by **PPA** under this **CONTRACT** shall be free of any hidden defects whatsoever and the principle of **CAVEAT EMPTOR** shall not apply. In case of breach of said warranties, the **SUPPLIER** shall **REPLACE** the goods, materials or equipment without delay equivalent to such specifications, as to quality or quantity, as mentioned under par. 1 hereof;

- a) **COVERED WARRANTY AND ITS PERIOD:** In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security is required for a minimum period of one (1) year, after acceptance by the **PPA** of the delivered One (1) Set Outdoor LED Wall Billboard, in amount equivalent to **AT LEAST ONE PERCENT (1%)** of the total contract price, either by retention money or as a special bank guarantee. The said warranty security shall only be released after the lapse of the warranty period as herein provided or after the supplier has faithfully corrected the manufacturing defects of the procured goods. Provided however, that the supplies delivered are free from patent and latent defects and all conditions imposed under the contract have been fully met.

vii. **LIQUIDATED DAMAGES IN CASE OF DELAY.** In case of any breach of this **CONTRACT**, to include breach of the warranties as herein set forth, unless, the **SUPPLIER** immediately complied with the conditions set forth hereof, the aggrieved party shall be entitled to a liquidated damages of
an amount equivalent to [1/10] of (1%) of the cost of the unperformed portion thereof, for every day of delay;

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **Contract** shall automatically be terminated by the **PPA** and the erring **SUPPLIER's** performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the **SUPPLIER** shall pay the **PPA** under this section and the other appropriate sanctions that may be imposed to the former.

- 3. In consideration for the sum of **ONE MILLION NINETY SIX THOUSAND PESOS (Php1,096,000.00)** or such other sums as may be ascertained, **MEDIACAST DIGITAL GROUP, INC.** agrees to the Supply and Delivery of One (1) Set Outdoor Led Wall Billboard, in accordance with its Bid.
- 4. The Philippine Ports Authority, PMO-Zamboanga agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In execution of its Works, **MEDIACAST DIGITAL GROUP, 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, PMO-Zamboanga 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, PMO-Zamboanga shall not be considered as condonation or waiver of any breach or default by **MEDIACAST DIGITAL GROUP, INC.** of any covenant or condition herein provided. No waiver by PPA, PMO-Zamboanga 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 hereto have 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,
PMO-ZAMBOANGA, ZAMBOANGA CITY
INC.**
TIN 000-352-232-000
By:


ARCIDI S. JUMAANI
Port Manager

MEDIACAST DIGITAL GROUP,
TIN 007-311-611-000
By:


DON DIEGO M. AMBAT
Authorized Representative

WITNESSES


FRANCISCA CLARISSA P. DAGOY
Manager, Admin. Division


MARIZZA C. DUMPIT
SALES ADMINISTRATOR

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY of Zamboanga) S.S.

BEFORE ME, a Notary Public, for and in the City of Zamboanga, on this _____ day of 25 APR 2022, 2022, personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date of Issue or Expiry Date</u>	<u>Place Issued</u>
ARCIDI S. JUMAANI	PPA ID No. 00231995	Feb. 03, 1995	Manila
DON DIEGO M. AMBAT	Passport ID No. P3372817A	June 09, 2022	NCR East

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.

The foregoing instrument is a Contract for the Supply and Delivery of One (1) Set Outdoor LED Wall Billboard , consisting of four (4) pages, including this page on which this Acknowledgement 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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NOTARY PUBLIC


ATTY. MANUEL M. WEE SIT IV
Roll of Attorneys No.: 56263
Notary Public until December 31, 2021
Notarial Commission automatically renewed
until June 30, 2022 per B.M. No.: 3795 dated 09/28/2021
IBP OR No.: 191167, Jan. 07, 2022, I.C.
PTR No.: 2330222, Dec. 29, 2021, I.C.
MCLE Compliance No.: VI-0014622









PURCHASE ORDER

Philippine Ports Authority

Supplier: MEDIACAST DIGITAL GROUP, INC. P.O. No.: ZAM-020-2022
Address: 60 KUNDIMAN ST., BARANGAY PALTOK, QUEZON CITY P.O. Date: April 05, 2022
TIN: 007-311-611-000 PR No.: ZAM-346-2021
PO Type: STANDARD PR Date: Nov. 25, 2021
Mode of Procurement: PUBLIC BIDDING


Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:


Place of Delivery: PPA, PMO-Zamboanga Delivery Term: Forty- five (45) days
Date of Delivery: Payment Term: Immediate

Item No.	Unit	Description	Quantity	Unit Cost	Amount
1	Lot	Supply and delivery of One (1) Set Outdoor LED Wall Billboard Display for PPA, PMO-Zamboanga. (Technical Specifications must be in accordance with the specifications offered)	1	Php 978,571.43	Php 978,571.43

INPUT VAT 12 Php 117,428.57
Total: One Million Ninety Six Thousand Pesos Php 1,096,000.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the total value of this Order for each day of delay shall be imposed.
It is understood that this Purchase Order will be served in Accordance with applicable laws, rules and regulations.

Recommending Approval:

FRANCISCA CLARISSA P. DAGOY
Admin. Division Manager

Approved:

ARCIDI S. JUMAANI
Port Manager

Conforme:

Signature Over Printed Name of Supplier
APRIL 22, 2022
Date

1040030

Funds Available:

EMMANUEL S. DOMINGO
Finance Division Manager