

CONTRACT AGREEMENT

THIS CONTRACT made on this _____ day of _____ 2019, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), PMO-Zamboanga, a government owned and controlled corporation with office address located at R. T. Lim Boulevard, Zamboanga City, herein represented by LIBERTO C. DELA ROSA, herein referred to as "PPA";

-AND-

LA HERMOSA PIT STOP SHOP & GENERAL MERCHANDISE, INC., a corporation with office address located at MCLL Highway, Teton, Zamboanga City, hereinafter represented by STEVEN T. CHUA, owner, referred to as "Supplier".

-WITNESSETH-

The PPA and the Supplier, in consideration of the mutual covenant and agreement herein, by one to the other, by these presents enter into a Contract, whereby the Supplier shall provide the One (1) Lot Supply of Labor only for the repair and maintenance services of office motor vehicles of PPA from April 1, 2019 to December 31, 2019 with the following terms and conditions to wit:

SECTION 1. SCOPE OF WORK:

- 1.) The supply of labor only for the repair and maintenance of office motor vehicles shall include services for the following:

| Item No. | Particulars |
|----------|---|
| 1 | Diagnostic Fee |
| 2 | Replacement of Fan Belt |
| 3 | Replacement of Brake Lining Shoe/Pad |
| 4 | Replacement of Clutch Repair Kit |
| 5 | Replacement of Brake Repair Kit |
| 6 | Change Engine Oil & Filter |
| 7 | Replacement of Wind Shield Wiper |
| 8 | Replacement of Engine & Cabin Air Filter |
| 9 | Tire Rotation and Balance & Alignment Check |
| 10 | Vehicle Air Conditioner Maintenance |

- 2.) Minor expenses on materials/spare parts related to its repair in the amount of P1,000.00 and below shall be included by PPA in addition to the above-stated scope of work in No. 1.
- 3.) The services shall be done at the above-stated office address of the Supplier specifically on the following office motor vehicles:

| Qty. | Unit | Description | Model | Plate Number |
|------|------|---|-------|--------------|
| 1 | unit | Toyota Tamaraw FX-HSPU, Model Color-Red | 1996 | SEH-164 |
| 1 | unit | Mitsubishi Adventure, Color-White | 2004 | SGZ-435 |
| 1 | unit | Toyota Tamaraw FX-HSPU, Color-Ivory | 2002 | SHA-436 |
| 1 | unit | Toyota Fortuner, SUV, Lithium | 2014 | SGZ 585 |
| 1 | unit | Isuzu Crosswind XUV, Color-Gray | 2002 | SHL-746 |
| 1 | unit | Mitsubishi Adventure GX-DSL MT, Color-Polar White | 2013 | SLF-546 |
| 1 | unit | Mitsubishi Adventure GX-DSL MT, Color-Polar White | 2013 | SLG-381 |
| 1 | unit | Toyota Innova, Color-Light Green Mica Metallic | 2006 | SJE-999 |
| 1 | unit | Toyota Hi Ace GL Grandia, IE 7 Silver Metallic | 2017 | VU 1831 |
| 1 | unit | Toyota Hi Lux Pick Up, Silver Metallic | 2017 | VV 2737 |
| 10 | | TOTAL | | |

- 4.) The said service shall be on need basis only. Only office motor vehicles that need the said services shall be considered.
- 5.) In case of breakdown/trouble, the Supplier can be reached within regular working hours (8:00am to 5:00pm) Monday to Friday.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of NINE (9) months, from April 1, 2019 to December 31, 2019. Such term is renewable upon mutual agreement of the parties, subject to the same terms and conditions as herein provided.

SECTION 3. OBLIGATIONS OF THE PARTIES:

A) The SUPPLIER shall:

- 1.) Undertake repair and maintenance services on all official motor vehicles of PPA as mentioned in the stages of work under Section 1;
- 2) Comply everything indicated in this Agreement, and what has been poorly done, must be undone, at its own expense within seven (7) days.
- 3) The Supplier shall submit the Statement of Account for all the repair and cost of replaced materials incurred by PPA within the first week of the succeeding month.

B) The PPA shall:

- 1) Deliver to the office address of the Supplier, all motor vehicles for repair and shall pick up the same, upon completion of work. The delivery and pick up shall be done during office hours (8:00 a.m. to 5:00 p.m.), Monday to Friday only, except holidays.
- 2) Pay the expenses for the services rendered based on the actual repair of all the motor vehicles undertaken by the Supplier which shall be made at the end of the month.
- 3) Process payment after receipt of the Statement of Account from the Supplier.

SECTION 4. WARRANTY ON SERVICES:

A one (1) month warranty shall be given in case of any defect in repair services provided by the Supplier, which shall be free of charge, counted from date the repair/s was/were undertaken.

SECTION 5. CONTRACT PRICE:

The contract prices (inclusive of VAT-12%) which shall be paid by PPA depending on the scope of work of repair are as follows:

| Item # | Description | Unit Cost |
|--------|---|-----------|
| 1. | Diagnostic Services | P1,800.00 |
| 2. | Replacement of Fan Belt | 150.00 |
| 3. | Replacement of Brake Lining | 800.00 |
| 4. | Replacement of Clutch Repair Kit | 350.00 |
| 5. | Replacement of Brake Repair Kit | 450.00 |
| 6. | Change Engine Oil & Filter | 300.00 |
| 7. | Replacement of Wind Shield Wiper | Free |
| 8. | Replacement of Engine & Cabin Air Filter | 100.00 |
| 9. | Tire Rotation and Balance & Alignment Check | 90.00 |
| 10. | Vehicle Air conditioner Maintenance | 4,200.00 |

This Contract is based on actual work provided by the Supplier and shall be on need basis only. The total amount of the contract shall not exceed Eighty Two Thousand Four Hundred Pesos (Php82,400.00).





However, in case the contract amount shall exceed Php82,400.00 PPA shall shoulder its payment provided the said excess is justifiable and duly supported with receipts.

Motor Vehicle Counts

Acknowledgement Receipts Slips/Charge Invoice will be used as the method of accountability between PPA and Supplier.

SECTION 6. TERMINATION OF CONTRACT:

The following shall be considered as justifiable grounds to terminate the contract, to wit:

- 1.) End of contract term;
- 2.) Violation of any of the terms and conditions hereof, shall give PPA the right to pre-terminate the contract, including, but not limited to:
 - a. Unsatisfactory service; and
 - b. Delay in the delivery of supplies covered by the scope of work under this contract, unless, the delay is for justifiable grounds.

In case of pre-termination of contract due to the fault of the Supplier or after incurring delay, without justifiable grounds, a reduction of the contract price shall be made in proportion to the work actually completed or supplies actually delivered.

PPA shall inform the Supplier by giving at least fifteen [15] calendar days written notice in advance to that effect, which Notice shall be final and binding on both parties.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission. The action for termination, cancellation or rescission may be done without need of judicial action.

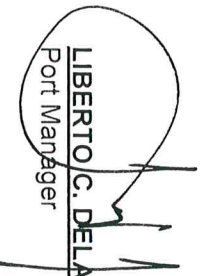
SECTION 7. EFFECTIVITY.

This Contract shall take effect upon its signing by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

PHILIPPINE PORTS AUTHORITY
By:

**LA HERMOSA PIT STOP SHOP AND
GENERAL MERCHANDISE, INC.**
By:



LIBERTO C. DELA ROSA
Port Manager


STEVEN T. CHUA
Owner/Manager

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY
Manager, Admin. Division

AND


Marie Kristine Kho

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA) S.S.

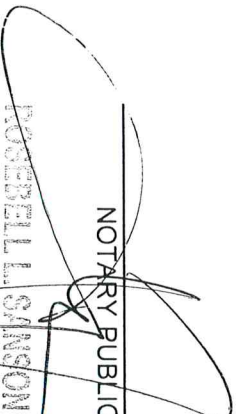
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this _____ day
_____ personally appeared:

| <u>Name</u> | <u>Identification Document Presented</u> | <u>Place/Date of Issued</u> |
|-----------------------------|--|-----------------------------|
| <u>LIBERTO C. DELA ROSA</u> | <u>PPA0115-1979</u> | _____ |
| <u>STEVEN T. CHUA</u> | <u>TTN 285-844-282</u> | <u>Zamboanga City</u> |

Known to me and to me known to be the same persons who executed the forgoing instrument and acknowledged to me that the same is their free act and that they are the representatives of the entities represented. The foregoing instrument refers to as Service Contract consisting of four (4) pages including the page on which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2019 at Zamboanga City.

Doc. No. _____ lulu
Page No. _____ 35
Book No. _____ VA
Series of 20 _____

NOTARY PUBLIC

ROSELL SANSON-ADMAD
NOTARY PUBLIC

UNTIL DECEMBER 31, 2019
NOTARIAL COMMISSION NO. 20-2018
PTR NO. 1807411, 01-07-2019
IBP NO. 063778 ; 01-04-2019
ROLL NO. 62769 ; 05-06-2014
27 LDM BLDG. PLAR ST. ZAMBOANGA CITY

