

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-

OCEANAH WATERS REFILLING STATION, a single proprietor with office address located at Governor Ramos, Sta. Maria, Zamboanga City, hereinafter represented by LANITES VILLARUZ NICDAO, 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 Supply and deliver Purified Drinking Water and Repair Services hereby undertake and agree as follows:

SECTION 1: SCOPE OF WORK:

This scope of this contract shall include services for the supply and delivery of purified water in round containers as detailed below:

ITEM NO.	SCOPE OF WORK
1	Supply and delivery on site of the following: 1.) 2,250 units Purified Drinking Water in round containers (5-gallons/ Container, including its provision and free use of its containers); and 2.) 900 units Purified Drinking Water in small bottles at 500 ml per bottle. Based on actual needs.
2	Repair Service for the defective parts including its diagnosis and pull-out services of PPA-owned water dispenser (exclusive of parts)
3	Monthly maintenance/cleaning of PPA-owned water dispenser.

In case PPA shall request for additional number of round containers and small bottles at 500 ml, the said additional request shall be included in the PPA Account after from the original requirement of 2,250 units round containers and 900 units Bottled Water.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for the 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:*

- (a) Perform all obligations required by the Contract, specifically the services covered by the scope of work as mentioned under Section 1, or as may be required by PPA.
- (b) Supply and deliver door-to-door every Monday and Thursday of the week at the above-stated office address of PPA specifically in the following locations:

[Handwritten signatures and initials in blue ink]

Responsibility Units	Location
a. Port One Stop Shop (POSS)	PPA-Administration Bldg., 1 st Floor
b. Finance Division	-do-
c. PSD-Staff	-do-
d. Administrative Division	PPA-Administration Bldg., 2nd Floor
e. Office of the Port Manager	-do-
f. Engineering Services Division (ESD)	PPA-Administration Building, 3 rd Floor
g. Commission on Audit (COA)	-do-
h. OPM-Legal Staff	-do-
i. PSD-Harbor Master	PPA-Administration Building, 4 th Floor
j. Powerhouse	Powerhouse Building, Port Area
k. PSD-Dock	Container Freight Station (CFS) Bldg.
l. Port Police Division(PPD)	PPD Office, Port Area
m. Traveler's Hub (TH)	Traveler's Hub, Port Area

The Purified Water at 500 ml per bottle, shall be ordered on need basis only.

- (c) In cases of repair for the water dispenser, the Supplier can be reached within regular office hours (8:00 AM to 5:00 PM) Monday to Friday and will send their technician within twenty - four (24) hours from the time of notice.
- (d) The expenses for the replacement of minor defective parts in the amount of P1,000.00 and below per unit may also be included.
- (e) The Supplier shall pass the **potability test at least every quarter for the year** as required by City Health Office, Zamboanga City.
- (f) When pulled-out from the office, the Supplier shall return the repaired water dispenser units to PPA.
Other related services which are not within the scope of work stated – above shall not be included in this contract.
- (g) The Supplier shall submit the Monthly Statement of Account within the first week of the succeeding month. All expenses incurred for the month shall be indicated on the said statement.

B.) PPA shall:

- (a) Process payment upon receipt of the Statement of Account from the Supplier;
- (b) Pay the expenses based on the actual delivery of all purified water and other related services of the Supplier covered by the scope of work.

SECTION 4. CONTRACT PRICE:

The Contract price (inclusive of VAT -12%) which shall be paid by PPA are as follows:

Scope of Work	Cost Per Unit
1) Supply and delivery on site of the following: <ul style="list-style-type: none"> 1.) 2,250 units Purified Drinking Water in round containers (5-gallons/container, including its provision and free use of its containers); and 2.) 900 units Purified Drinking Water in small bottles at 500 ml per bottle. Based on actual needs. 	Php35.00
2) Repair Service for the defective parts including its diagnosis and pull - out services of PPA-owned water dispenser (exclusive of parts)	300.00
3) Monthly Maintenance/cleaning of PPA-owned water dispenser	150.00

This Contract is based on actual delivery and performed work provided by the Supplier and shall be on need basis only. The total amount of the contract shall not exceed One Hundred Twenty Thousand Nine Hundred Pesos Only (Php120,900.00).

However, in case the contract amount shall exceed Php120,900.00, PPA shall shoulder its payment provided the said excess is justifiable and duly supported with receipts.

SECTION 5. 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 6. 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 herunto duly authorized.

PHILIPPINE PORTS AUTHORITY

By:



LIBERTO C. DELA ROSA
Port Manager

OCEANAH WATERS REFILLING STATION

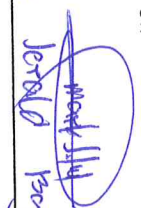
By:


LANITES VILLARUZ NICDAO
Owner

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY
Manager, Admin. Division

AND


Mark Jerold Resguel

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:

Name _____ I.D. Presented _____ I.D. No. _____ Place/Date of Issue _____

LIBERTO C. DELA ROSA PPA0115-1979 _____

LANTIER VILLARUZ NICDAO HDME _____ 1760-0015-5799 Zamboanga City _____

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 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 **23 APR 2019**, 2019 at Zamboanga City.

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Series of 20 2019

NOTARY PUBLIC


ROSEBELL L. SAN JUAN-ANMAD
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
NOTARIAL COMMISSION NO. 20-2018
PTR NO. 1807418 : 01-07-2019
IBP NO. 0631781 : 01-04-2019
ROLL NO. 62709 : 05-06-2014
2F, LDM BLDG. PILAR ST. ZAMBOANGA CITY







**HOME DEVELOPMENT
MUTUAL FUND**

HDMF Transaction Card

M. L.
NICDAO, LANITES VILLARUZ

Page-BIG MID No. 1760-0015-5799

Date of Birth October 29, 1965

Security Code 117529



Issue Date: 10-18-2008 12:31:55

