

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 at R.T. Lim Boulevard, Zamboanga City, herein represented by LIBERTO C. DELA ROSA, hereinafter referred to as the "PPA";

-AND-

N & N Service Center, a sole proprietor with office address at Sunriser Lane 1, Talon-Talon Loop, Zamboanga City hereinafter represented by LEMUEL T. ACEBRON, 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 and Materials for the on-site general cleaning of Air Conditioning Units to PPA, PMO - Zamboanga from April 1 to December 31, 2019 under the following terms and conditions to wit:

SECTION 1. SCOPE OF WORK:

- 1.) The provision of labor and supply of materials for the on-site general cleaning of Air Conditioning Units.
- 2.) The cleaning of Air Conditioning Units shall be scheduled by PPA on a quarterly basis.
- 3.) Minor expenses like the replacement of capacitor, rubber grommet, provision of cleaning solution and other minor charges amounting not more than P1,000.00 per unit may also be included.
- 4.) The provision of labor and supply of materials for the servicing of Air Conditioning Units shall include general cleaning only as summarized below:

1.) Baseport Zamboanga:

- 40 units - Window Type, 1HP to 2HP
- 16 units - Wall Mounted Type, 1HP to 1.5HP
- 14 units - Floor Mounted Type, 3.0 TR
- 5 units - Floor Mounted Type, 7.5 TR
- 11 units - Door Air Curtains, 36"
- 2 units - Door Air Curtains, .2 HP
- 88 Sub - total

2.) TMO - Isabela:

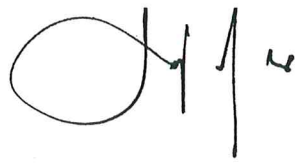
- 3 units - Window Type, 1HP to 2 HP
- 1 unit - Floor Mounted Type, 3.0 TR
- 4 units Sub – total

92 units Grand Total

5.) The services shall be done at the above-stated office address of the PPA specifically in the following locations:

Qty./ Unit	Description of Air Condition Units	Responsibility Units	Location
10 units	Panasonic, Wall Mounted, 1.5HP with Inverter (5 units) Kolin Brand, Door Air Curtain .2 HP (2 units) Floor Mounted, 3 TR with Inverter (3 units)	Port One Stop Shop (POSS)	PPA, Adm. Bldg: 1 st Floor
1 unit	Wall Mounted, 1.5 HP with Inverter	Finance Div. Manager Room	PPA, Adm. Bldg., 1 st Floor







3 units	Carrier, Floor Mounted, 3TR (1 unit)	Finance Assessment	PPA, Adm. Bldg., 1 st Floor
3 units	Wall Mounted, 1.5HP, with Inverter (2 units)		
3 units	Carrier, Window, 2 HP (2 units) Carrier, Fl. Mounted, 3 TR (1 unit)	Finance Staff	-do-
1 unit	Wall Mounted, 1.5 HP	Finance - Collection	-do-
1 unit	Carrier, Window, 2HP	Computer Rm-Server	-do-
2 units	Carrier, Window, 2 HP	PSD- Staff Room	-do-
1 unit	Carrier, Window 1.5 HP.	PSD-Manager's Room	-do-
2 units	Condura, Window, 2 HP	Office of the Port Manager	PPA, Adm. Bldg., 2 nd floor
2 units	Condura, Window, with Inverter 2 HP (1 unit)	OPM-Staff	-do-
1 unit	Carrier, Window, 2 HP (1 unit)	Admin. Div. Mgr's Rm.	-do-
3 units	Carrier, Window 2HP, (1 unit) Condura, Window 2HP, (1 unit)	Admin. Div. Staff Room	-do-
3 units	Carrier, Floor Mounted, 3TR (1 unit)		
3 units	Carrier, Flr. Mounted 3 TR (2 units) Carrier, Window, 2 HP (1 unit)	Conference Room	-do-
1 unit	Carrier, Window, 1.5 HP	Records Room	-do-
1 unit	Carrier, Window, 2 HP,	ESD Manager	PPA, Adm. Bldg., 3rd floor
2 units	Carrier, Window, 1.5 HP (1 unit) Carrier, Floor Mounted 3 TR (1 unit)	ESD-Staff	-do-
1 unit	Carrier, 2 HP, Window	Prayer Room	-do-
1 unit	Carrier, 2 HP, Window	OPM-Legal Office	-do-
2 units	Carrier, 2 HP, Window	COA	-do-
1 unit	Carrier, 1.5 HP, Window	PSD-Harbor Master	PPA, Adm. Bldg., 4th floor
2 units	Carrier, Window, 2 HP (1 unit) Carrier, Floor Mounted 3 TR, (1 unit)	Harbor Staff/Conf. Rm.	-do-
1 unit	Kolin Brand	PSD - Center Booth	Center Booth
2 units	Condura, Window, 2 HP (1 unit) Kolin, Window, 1 HP (1 unit)	Port Manager's Quarter	Multi-Purpose Ground
3 units	Carrier, Window, 2 HP (2 units) Condura, Window, with Inverter 1.5 HP (1 unit)	GAD-Center	Multi-Purpose Ground
3 units	Carrier, Window, 2 HP (1 unit) Samsung, Window 1 HP (1 unit) Kolin, Window 1 HP (1 unit)	ESD-Powerhouse	PPA, Powerhouse
1 unit	Carrier, 2 HP (1), Window	KBK Room	PPD
3 units	Carrier, Window, 2 HP	PPD, Manager	PPA, Building
2 units	Carrier, Window, 2 HP	PPD-Staff	PPA, Building
2 units	Condura, Window, 2HP with Inverter (1 unit)	PPD-Dock	PPA,CFS Bldg, 1 st Floor
5 units	Carrier, Window, 2HP (1 unit) Kolin, 1.5 HP, Wall Mounted	Halfway House	PPA, Halfway House
1 unit	Carrier, 2 HP, Window	Traveler's Hub	Traveler's Hub
1 unit	Carrier, 2 HP, Window	-do-	-do-
5 unit	Carrier, 7.5 TR, Floor Mounted	-do-	-do-
4 unit	Carrier, 3.0 TR, Floor Mounted	-do-	-do-
1 unit	Carrier, 1.5 HP, Wall Mounted	-do-	-do-
1 unit	Carrier, 1.0 HP, Wall Mounted	-do-	-do-
11 units	Door Air Curtain, 36"	-do-	-do-
4 units	Carrier, Window, 2 HP (1 unit) Condura, Window, 2 HP (1 unit) Kolin, Window, 1 HP (1 unit)	TMO-Isabela	TMO-Isabela
92 units	Carrier, Floor Mounted, 3 TR (1 unit) T o t a l		

In case of breakdown, the Supplier can be reached within regular working hours (8:00am to 5:00pm) Mondays to Fridays and will send qualified technician within twenty-four (24) hours upon notified.

When the unit is pulled-out from the office, the Supplier shall return the repaired air conditioner units to PPA as agreed upon.

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.) Provide **skilled and qualified technicians only** to perform the job;
- 2.) Perform all the piece work 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;
- 3.) Submit the Statement of Account for all the repair and cost of replaced materials incurred by PPA after end of the month. The said statement shall be submitted within the first week of the succeeding month;
- 4.) Undertake to undo what has been poorly done at its own expense within seven (7) days.

B. The PPA shall:

- 1.) Pay the actual services rendered by the supplier;
- 2.) Pay other minor expenses outside the above-mentioned scope such as minor labor fee, spare parts and/or other materials like the replacement of capacitor, rubber grommet, provision of cleaning solution and other minor charges amounting not more than P1,000.00 per unit.
- 3.) Process payment after receipt of the Statement of Account from the Supplier.

SECTION 4. CONTRACT PRICE:

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

	<u>Cost Per Unit</u>
General Cleaning Service Fee	
1.) <u>Baseport Zamboanga</u>	
a) Window Mounted, 1HP to 2HP	- Php344.50
b) Wall Mounted, Split type, 1HP - 1.5 HP	- 524.50
c) Floor Mounted, Split type, 3.0 TR	- 689.50
d) Floor Mounted, Split type, 7.5 TR	- 725.00
e) Door Air Curtains, 36"	- 285.00
f) Door Air Curtains, .2 HP	- 295.00
2.) <u>TMO - Isabela</u>	
a) Window Mounted, 1HP to 2HP	- 795.00
b) Floor Mounted, Split type, 3.0 TR	- 1,895.00

This Contract is based on actual work provided by the Supplier and shall be on a quarterly basis. The total amount of the contract shall not exceed One Hundred Thirty Thousand Three Hundred Sixty Five Pesos Only (Php130,365.00).

However, in case the contract amount shall exceed Php130,365.00, PPA shall shoulder its payment provided that said excess is justifiable and duly supported with receipts.

SECTION 5. WARRANTY ON SERVICES:

A one (1) month warranty shall be given in case of any defect on the replaced materials provided by the Supplier, which shall be free of charge, counted from date of replacement of materials.

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 herunto duly authorized.


PHILIPPINE PORTS AUTHORITY

By:


LIBERTO C. DELA ROSA
Port Manager

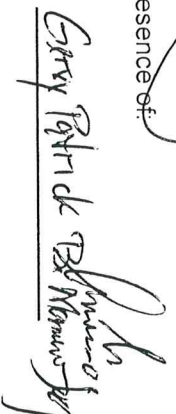
A & N SERVICE CENTER

By:


LEMUEL T. ACEBRON
Owner/Manager

Signed in the presence of:

FRANCISCA CLARISSA P. DAGOY AND
Manager, Administrative Division


Gary Patricio de Jesus
Notary Public

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 PPA 0115-1979 _____

LEMUEL T. ACEBRON LTO J05-91-001163 Zamboanga City _____

Known to me and to me known to be the same persons who executed the foregoing 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 five (5) 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. 175
Page No. 34
Book No. 1
Series of 20 19

NOTARY PUBLIC

(Signature)
RODRIGUEZ, L. S. (PROV. - MALABU)
NOTARY PUBLIC
EXPIRES: DECEMBER 31, 2019
NOTARIAL COMMISSION NO. 20-2018
PTR NO. 180-417-01-01-2019
ESP. NO. 068172-01-04-2019
TOLL. NO. 07709 ; 05-00-2014
29, 10M N. DC. PALA ST. ZAMBOANGA CITY

(Signature)

(Signature)