

## CONTRACT AGREEMENT

THIS CONTRACT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, 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 **ARCIDI S. JUMAANI**, herein referred to as "PPA";

-AND-

LA HERMOSA PIT STOP SHOP & GENERAL MERCHANDISE, INC., a corporation with office address located at MCLL Highway, Tetuan, 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, 2020 to December 31, 2020 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
11	Vehicle Tune Up
12	Bolt Tightening

- 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	Mitsubishi Montero, Titanium Gray	2018	NAP-4981
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 Mettalic	2017	VU 1831
1	unit	Toyota Hi Lux Pick Up, Silver Mettalic	2017	VV 2737
9		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, 2020 to December 31, 2020. 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 Shoe/Pad	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
11.	Vehicle Tune Up	600.00
12.	Bolt Tightening	300.00

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 Two Hundred Sixty One Thousand Six Hundred Thirty Pesos (Php261,630.00).

However, in case the contract amount shall exceed P261,630.00, 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:



ARCIDIS. JUMAANI

Port Manager

LA HERMOSA PIT STOP SHOP & GENERAL  
MERCHANDISE, INC.

By:



\_\_\_\_\_  
Owner/Manager

Signed in the presence of:

  
FRANCISCA CLARISSA P. DAGOY  
Manager, Admin. Division

AND

  
\_\_\_\_\_

ACKNOWLEDGEMENT

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

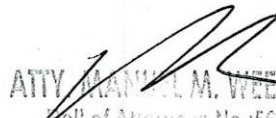
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this MAY 21 2020 day  
\_\_\_\_\_ personally appeared:

<u>Name</u>	<u>I. D. Presented</u>	<u>I.D. No.</u>	<u>Place/Date of Issue</u>
<u>ARCIDI S. JUMAANI</u>	<u>PPA ID</u>	<u>PPA00231995</u>	<u>Manila/Feb. 13, 1995</u>
<u>STEV EN T. CHUA</u>	<u>BARANGAY ID</u>	<u>6519</u>	<u>Guiwan, Zbga. 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 MAY 21 2020, 2020 at Zamboanga City.

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Series of 20 20

  
 ATTY. MANUEL M. WEE SIN IV  
 Bar of Attorneys No. 56263  
 NOTARY PUBLIC 31, 2021  
 Notarial Commission No. 036 2020  
 IBP OR No. 065 175 Jan 10, 2019, Z.C.  
 PTR No. 247646, Dec 17, 2019, Z.C.  
 MCLE Compliance No. 0016886