

CONTRACT AGREEMENT

THIS CONTRACT made on this 29 JUN 2022 day of 2022, 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 ARCIDI S. JUMAANI, hereinafter referred to as the "PPA";

-AND-

PETROLINE MARKETING, INC., a Corporation with office address at Governor Lim Avenue, Zone 3, Zamboanga City hereinafter represented by OLIVER N. ONG, 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 Petroleum, Oil, Lubricant Products and other accessories to the PPA, PMO - Zamboanga office motor vehicles, generator sets, rigid bouyant boat and grass cutters from July 01 to December 31, 2022 under the following terms and conditions to wit:

Delivery of diesel to a minimum of 400 liters and a maximum of 6,000 liters.

SECTION 1. SCOPE OF WORK:

Supply of Petroleum, Oil, Lubricant and other accessories to the PPA, PMO-Zamboanga office motor vehicles, generator sets, rigid bouyant boat and grass cutters from July 01 to December 31, 2022 as follows:

Qty.	Unit	Description	Model	Plate No.
1	unit	Toyota Tamaraw FX-HSPU, Model Color-Red	1996	SEH-164
1	unit	Toyota Tamaraw FX-HSPU, Color-Ivory	2002	SHA-436
1	unit	Isuzu Crosswind (Gray)		SHL-746
1	unit	Toyota Fortuner , SUV, Lithium	2014	AAP-4504
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	SAB-4355
1	unit	Toyota Hi Lux Pick Up, Silver Mettalic	2017	SAB-4346
1	unit	Mitsubishi Montero (Gray)	2018	NAP 4981
1	unit	Toyota Hi-Lux FX	2020	SOL-571
1	unit	Motorcycle, Dream (Black)	2001	SK 1315
1	unit	Rigid Bouyant Boat/Speed Boat		
1	unit	Isuzu D-Max Pick-up (Fire Rescue)	2020	CS D1-V640
1	unit	Isuzu Manlift	2021	CS D2-D185
1	unit	Toyota Hi-Lux Pick-up 2.4L	2022	S6-G951
4	units	Grass Cutter		
1	unit	Generator Set 10 KVA (Port Police Building)		
1	unit	Generator Set 75 KVA (Admin. Building)		
1	unit	Generator Set 500 KVA (Powerhouse)		
1	unit	Generator Set 853 KVA (Powerhouse)		

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of SIX (6) months, from July 01 to December 31, 2022. 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.) Be responsible in the dispensing fuel and making available at all times for a period of six (6) months;

Oliver N. Ong

Arctidi S. Jumaani

Oliver N. Ong

- 2.) Submit the Statement of Account to PPA within the first week of the succeeding month; and
- 3.) Shall provide a Fuel Analysis Certification on every bulk delivery.

B. The PPA shall:

- 1.) Issue a Purchase Order (PO) to all drivers every time fuel is withdrawn; and
- 2.) 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:

Item No.	Description	Unit Cost
1	Diesel (liter)	P83.37
2	XCS/Gasoline (liter)	84.16
3	Lubricants:	
	Engine Oil	
	Quart	220.00
	Liter	270.00
	Gallon	860.00
	2T Quart	200.00
	Trekker (Quart)	235.00
	Trekker (Gallon)	930.00
	HD 40 (Quart/liter)	195.00
	All Terrain (Quart)	565.00
	Enduro (Quart)	265.00
4	Brake Fluid	280.00
5	Flushing Oil (E-Flush)	150.00
6	Other Accessories:	
	Coolant	130.00
	Car Scent	210.00
	Chamois	190.00
	Oil Filter	450.00
	WD 40	260.00
	Petro Grease (.5 KG)	180.00

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 Nine Hundred Fifty Thousand Five Hundred Twelve Pesos Only (Php950,512.00).

However, in case the contract amount shall exceed Php950,512.00, PPA shall shoulder its payment provided that 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.

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 hereunto duly authorized.

PHILIPPINE PORTS AUTHORITY

By:


ARCIDI S. JUMAANI
Port Manager


PETROLINE MARKETING, INC.

By:


OLIVER N. ONG
President

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY AND
Manager, Administrative Division


RUSSEL P. PAGARIGAN

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Zamboanga, on this 29 JUN 2022 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. 3, 1995</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 three (3) 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 29 JUN 2022 day of _____, 2022 at Zamboanga City.

Doc. No. 226 ;
Page No. 46 ;
Book No. XCV ;
Series of 20 2 :

ATTY. MANUEL M. WEE SIT IV


Roll of Attorneys No. 56263
NOTARY PUBLIC
Notary Public until December 31, 2023
Notarial Commission No: 2022-035
IBP OR No.: 191167, Jan. 07, 2022, Z.C.
PTR No.: 2330222, Dec. 29, 2021, Z.C.
MCLE Compliance No.: VI-0016886