

MANILA COPY

**CONTRACT FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF WATERING SERVICES AT THE PORT OF GENERAL SANTOS**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract entered into this 28th day of August, 2013, in the City of Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Bldg., Bonifacio Drive, South Harbor, Port Area Manila represented herein by its General Manager, **JUAN C. STA. ANA**, hereinafter referred to as the "AUTHORITY;"

- and -

**ARMANDO E. BENDERO**, Filipino, married, of legal age, resident of Gonzales Subdivision, Bula, General Santos City, doing business under the firm name/style of **AEB WATER SERVICES**, duly registered with the Department of Trade and Industry, under Certificate of Registration No. 01584549, a copy of which is hereto attached as Annex "A" and hereinafter referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the AUTHORITY is a government instrumentality created under Presidential Decree 857, as amended, for the purpose of implementing an integrated program for the planning, development, financing and operation of all Ports and Port Districts in the Philippines;

**WHEREAS**, the AUTHORITY has an existing water supply system at the Port Management Office (PMO) for General Santos, Makar Wharf, General Santos City a copy of the Port Lay Out Plan showing water supply line is hereto attached as Annex "B";

**WHEREAS**, the AUTHORITY desires to continue the privatization of the operation of the PPA watering supply system at the Port of General Santos;

**WHEREAS**, the AUTHORITY is empowered by its Charter to enter into any contract that it deems essential to its duty and objective of providing water services in the Ports;

**WHEREAS**, the AUTHORITY has opted to delegate thru public bidding, the continued operation, maintenance and management of the PPA watering supply system at the Port of General Santos to the most qualified operator;

**WHEREAS**, in accordance with the Re-invitation to Bid issued by the Special Bids and Awards Committee (SBAC) which was advertised and published in newspaper of general circulation and posted at the Government Electronic Procurement System

(GEPS), PPA Website and at the Bulletin Board of PPA, PMO-General Santos, the CONTRACTOR and another bidder submitted their bids for the operation, maintenance and management of the PPA watering supply system at the Port of General Santos;

**WHEREAS**, after the opening of bids through public bidding on July 9, 2013 and due evaluation thereof, the bid submitted by the CONTRACTOR was found to be the most advantageous complying bid;

**WHEREAS**, pursuant to SBAC Resolution No. 3 Series of 2013 declaring AEB Water Services as the Highest Rated and Responsive Bid, as approved, award of contract was made to the CONTRACTOR.

**WHEREAS**, it will be in the best interest of the AUTHORITY, CONTRACTOR, the government, and the general public that the AUTHORITY and the CONTRACTOR execute a contract for the Operation, Maintenance and Management of the PPA Watering Supply System at the Port of General Santos;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the AUTHORITY hereby grants unto the CONTRACTOR and the CONTRACTOR hereto accepts the operation, maintenance and management of the PPA watering supply system at the Port of General Santos subject to the terms and conditions stipulated hereunder:

**Section 1. Term and Effectivity of Contract.** - This CONTRACT shall take effect on September 1, 2013 and shall remain in full force and effect for five (5) years, unless sooner terminated or rescinded for cause as provided hereunder.

**Section 2. Subject** - The AUTHORITY hereby delivers and the CONTRACTOR accepts the PPA watering supply system installed at the Port of General Santos.

**Section 3. Coverage** - The CONTRACTOR shall supply water on a 24-hour, 7 day-a-week schedule to vessels and barges calling at the Port of General Santos, to clients who prefer to avail of the service, and to various offices and facilities located or operating within the port area that want to avail of the water supply services including hydrants. The CONTRACTOR shall likewise process application for water connections by the respective authorized occupants and extend water supply services to the existing buildings or other facilities.

**Section 4. Water Supply Service Rate** - For providing the fresh water requirements of its clients, the CONTRACTOR shall be authorized to charge and collect fees from its sea transport and commercial water concessionaires/consumers at the rates that shall be subject of this AUTHORITY's approval after due consultations from the port users.

The water supply system rates and charges collectible by the water supply system operator for services rendered may be subject to adjustment. Any request for the increase in Water Supply System Tariff shall be in accordance with the price policy and rate settling mechanism of the PPA and the laws and regulations promulgated by the government. Provided, however, that the request for an increase thereof may be considered only under extraordinary economic conditions as may be determined and certified by the National Economic and Development Authority (NEDA) and Bangko Sentral ng Pilipinas (BSP) or when the following conditions are present:

1. The adjustment is requested after the second (2<sup>nd</sup>) year of the Contract; and
2. The rate of increase in fuel cost, government mandated wage adjustment and power cost and other such economic factors which greatly impact its direct operating cost or the exchange rate of the Philippine pesos to the US dollar deteriorates by more than ten percent (10%).

**Section 5. Fixed Fee and Management Fee** - In consideration of the rights and privileges granted the CONTRACTOR, the CONTRACTOR shall pay to the AUTHORITY the fixed fee in the amount of FOUR MILLION NINE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED TWENTY ONE PESOS (Php4,926,921.00) for five (5) years and management fee of not less than FIFTEEN PERCENT (15 %) of the gross revenue. The CONTRACTOR shall pay monthly fixed fee of EIGHTY TWO THOUSAND ONE HUNDRED FIFTEEN PESOS AND THIRTY FIVE CENTAVOS (Php 82,114.35) and the management fee of not less than FIFTEEN PERCENT (15 %) of the gross revenue within the first five (5) days of the succeeding month.

Failure of the CONTRACTOR to remit the required fixed fee and the management fee within the stipulated period or any misrepresentations made by the CONTRACTOR in the remittance of the fixed fee and management fee shall give the AUTHORITY the unqualified right to terminate or rescind this Contract without need of judicial action by giving the CONTRACTOR a fifteen (15) day prior written notice. Interest and penalty shall be accordingly imposed upon the said delay in remittance of the fixed fee and management fee.

**Section 6. Performance Security.** To guarantee the faithful performance of the CONTRACTOR under the Contract, it shall post prior to the signing of the contract a performance security to be secured from the Government Service Insurance System (GSIS) or from other reputable surety or insurance company duly licensed by the office of the Insurance Commission in either of the following forms or a combination thereof, in accordance with the following schedule:

- a. Cash or cashier's/manager's check, issued by a Universal or Commercial Bank - five percent (5%) of the total fixed fee;
- b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank - five percent (5%) of the total fixed fee; or
- c. Surety bond - thirty percent (30%) of the total fixed fee.

6.1. This performance security shall be posted in favor of PPA, and shall guarantee the payment of the amount of the security as penalty in the event it is established that the CONTRACTOR is in default in its obligation there under.

6.2. In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be denominated in Philippine pesos;
- b. It shall be at least co-terminous with the term of the contract;

6.3. Subject to the conditions of the contract, the performance security may be released by PPA after the issuance of the certificate of completion of the

project/expiration of the contract, provided that there are no claims filed against the CONTRACTOR or the surety company.

6.4. Should any surety, upon the performance of this contract, becomes unacceptable to the PPA, the CONTRACTOR shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

**Section 7. Equipment and Procurement Program** - The CONTRACTOR shall provide and have available at the commencement of the operation, the equipment and tools enumerated below:

- a. Three (3) 2"1/2 diameter water meters
- b. Three (3) 2 1/2 diameter by 50 ft. rubberized hose with nozzle and coupling
- c. One (1) unit Multicab
- d. One (1) unit push cart

The above tools, equipment and vehicle and such other reserve and standard machinery, equipment and materials as may be determined and enumerated by the Authority to be necessary in the efficient provision of the service shall be made available at all times, in serviceable and in ready line condition.

**Section 8. Office and Support Equipment** - The CONTRACTOR shall furnish its billing and collection office with the necessary office equipment and furniture to be able to properly monitor, bill and collect water charges in accordance with the parameters set by the AUTHORITY.

**Section 9. Lease of Appurtenant Facilities** - The AUTHORITY shall lease unto the CONTRACTOR sufficient area for its office which is necessary as a complement to the efficient and smooth operation, management and maintenance of the PPA watering supply system at the Port of General Santos in accordance with the provisions of PPA Administrative Order No. 22-95, otherwise known as the Revised Guidelines on Real Estate Management and other applicable rules and regulations.

Said lease shall be covered by a separate document subject likewise to the provision of the above stated Administrative Order and other applicable rules and regulations.

**Section 10. Availability of Sufficient Manpower** - The CONTRACTOR binds itself to have ready and available at all times at least one (1) Operations Manager, one (1) Maintenance Officer/Safety Officer, one (1) Administrative Clerk, two (2) Plumbers and seven (7) Water Tenders to efficiently carry out and perform the water supply service on a 24-hour basis and undertake emergency repairs of any damage to the watering system and the programmed maintenance works.

**Section 11. Maintenance and Repair of the Facility** - The CONTRACTOR shall maintain good and safe housekeeping of water supply facility at all times. The cost of the maintenance and necessary minor or ordinary repair shall be borne by the CONTRACTOR. Minor or ordinary repair shall cover the repair of equipment, pipeline leaks, hydrants, water meters and all other facilities listed in Annex "A" of the Terms of Reference made an integral part of this contract except replacement of water pipelines.

The AUTHORITY shall undertake major rehabilitation or extraordinary repair works of the water pipelines when extremely necessary.

**Section 12. Compliance with Safety Rules and Regulations** - The CONTRACTOR shall formulate safety rules and regulations and safety plans and programs for the protection of the PPA watering supply system at the Port of General Santos, its personnel, third parties, and the public at large in accordance with established safety standards and practices. It shall implement and comply with existing policies on occupational health and safety standards in consonance with PPA Administrative Order No. 9-99 and other pertinent rules and regulations promulgated by the AUTHORITY.

**Section 13. Compensation against Damages/Losses** - The CONTRACTOR shall be solely responsible to the AUTHORITY or any third party for damages, injuries or any liability resulting from the non-observance of the safety standards, or from any accident or operation of the facilities due to the negligence of the CONTRACTOR's employees or agents or by other participating companies, their employees or agents. Further, the CONTRACTOR shall compensate the authority for any damage to the PPA watering supply system caused by fault or negligence of the CONTRACTOR, its representatives, agents and/or employees.

**Section 14. Insurance** - The CONTRACTOR shall, prior to the commencement of work, secure the standard CONTRACTOR'S ALL RISK (CAR) Insurance from the Government Service Insurance System (GSIS) or from other reputable surety or insurance company duly licensed by the Insurance Commission.

The CONTRACTOR shall likewise insure the PPA-owned water supply system and other attendant structures/facilities/ properties with PPA as the beneficiary.

**Section 15. Port Workers Retirement and Separation Fund (PRSF)** - The CONTRACTOR, shall put up a PRSF to finance the benefits of laborers who resign, retire or have been retrenched or whose services have been terminated.

**Section 16. Taxes, Licenses, Permits and Fees.** The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend, cancel or terminate the services of the CONTRACTOR. Further, the CONTRACTOR shall during the term of this contract regularly present to the AUTHORITY a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made thereon.

The CONTRACTOR's tax, licenses, permits and fees, which may be due to the local and/or national government on account of the performance and completion of the work stipulated herein, fees for the testing of materials and samples and fees for the testing and inspection of the installation by all agencies having jurisdiction and all necessary and incidental expense relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, PPA is hereby authorized to deduct the amount advanced from whatever amount due the CONTRACTOR from PPA.

**Section 17. Water Consumption During Emergencies and Systems Loss** - In case of fire, the CONTRACTOR shall allow, free of charge, the fire engines to withdraw water as may be necessary from its hydrants.

Further, cost of water from system losses shall be for the sole account of the CONTRACTOR.

**Section 18. Records, Books of Account, Billing, Etc.** - The CONTRACTOR shall at all times keep and maintain updated, accurate and detailed books of accounts, records, billings, inventories, etc., in accordance with the bookkeeping regulations of the BIR and the requirements of the Authority.

**Section 19. Turn-over of Facilities** - The Authority shall turn-over the PPA watering supply system at the Port of General Santos to the CONTRACTOR upon the effectivity of this contract with all the attendant facilities/structures/properties and distribution pipelines/outlets.

**Section 20. Free Access to the System** - The AUTHORITY shall provide the CONTRACTOR access in areas where pipelines are laid out free of charge.

**Section 21. Visitorial Powers** - Upon notice from the AUTHORITY, Commission on Audit and other government agencies exercising visitorial powers, the CONTRACTOR shall make available for inspection, examination and audit, all books of accounts, properties, inventories, payrolls and financial records of the CONTRACTOR and all other records concerning water purchased and sold as well as all other labor agreements and contracts; Provided, however, that the authority to inspect, examine and audit the records and books of accounts shall be exercised by the visiting officials concerned pursuant to and within the limits of the duties and functions vested upon the respective offices by express provisions of law.

In addition to the foregoing obligations of the CONTRACTOR, it shall submit to the AUTHORITY detailed reports on system losses and other information which the AUTHORITY may deem necessary from time to time.

**Section 22. Sanitation** - The CONTRACTOR shall, under the supervision of competent government authorities, conduct a potability test of the water upon commencement of the contract and every quarter thereafter passing through the facilities to ensure that the supply is safe and potable and complies with the government standard or level of acceptance. The laboratory result after each test should be submitted to PPA, Port Management Office for General Santos. In case water supply is found not potable or unsafe for drinking, the CONTRACTOR shall undertake necessary water treatment to comply with the standard potability of water.

**Section 23. Non-assignment and No Sub-Contract.** The CONTRACTOR shall not, without the written approval of the PPA, assign, transfer, pledge or sub-contract any other disposition or interest in this contract. Any unapproved assignment, transfer, pledge, sub-contract, or disposition, shall be sufficient ground for the PPA to terminate or cancel this contract motu proprio without need of judicial action. Should the PPA give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the contract. The CONTRACTOR shall ensure that the terms and conditions of any such sub-contract shall comply and conform with the terms and conditions of the contract. The CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of the contract.

If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of the PPA, provided, however, that any failure of

PPA to make such a request shall not relieve the CONTRACTOR of its obligations under this contract. PPA shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor or because of the late submittal of its or his approval.

**Section 24. Submission of Reports** - The CONTRACTOR shall submit such statistical reports and information on water consumption and spills, reports of gross revenue, including progress reports on the repairs and maintenance of water facilities, as may be required by the AUTHORITY.

**Section 25. Alteration or Addition to Existing Water Facilities** - The CONTRACTOR shall not make any alteration or addition to the existing facilities without obtaining the prior written consent of the AUTHORITY.

**Section 26. Absolution from Claims, Damages, Liabilities, etc.** - The CONTRACTOR hereby holds the AUTHORITY free and harmless from any claims, damages, liabilities, actions, suits or causes of action which may be brought by any third party whomsoever by reason of the CONTRACTOR's non-performance on observance of any law, statute, administrative or executive order or resolution, ordinance or any of the covenants herein contained.

**Section 27. Control, Supervision and Inspection by the Authority** - The AUTHORITY shall have direct control and supervision over the operation of the CONTRACTOR which shall conform with all rules and regulations, orders and instructions that the AUTHORITY has issued and/or promulgated, or hereafter and/or promulgate for the purpose of ensuring maximum efficiency of the service.

The CONTRACTOR hereby agrees to submit itself to regular operational and financial inspections by the AUTHORITY to determine the condition or operation of the PPA watering system at the Port of General Santos and to ensure the full and faithful compliance with the provisions of this CONTRACT, and such directives, rules and regulations as the AUTHORITY or any government agency may promulgate from time to time.

**Section 28. Cleanliness**- The CONTRACTOR shall properly clean and maintain its area of operations within the port at its own expense.

**Section 29. PPA Water Consumption**- The CONTRACTOR shall supply water to this Authority, its buildings and facilities, except those under lease contract/agreement, free of charge for the duration of the contract.

**Section 30. Compliance with PPA Rules and Regulations, and Other Laws**- The CONTRACTOR shall, during the term of this CONTRACT, strictly comply with the existing rules, regulations, policies and guidelines of the AUTHORITY, except those which are inconsistent with the provisions of this CONTRACT.

The CONTRACTOR shall likewise comply with labor laws and other laws on social legislation, particularly on the mandated contribution on Pag-IBIG, PhilHealth and SSS.

**Section 31. Grounds for the Suspension, Termination or Rescission of the Contract**- Violation by the CONTRACTOR of any of the terms and conditions of this contract shall give the AUTHORITY a sufficient ground to suspend, terminate or rescind this contract without need of judicial action. Upon discovery of the violation, the

AUTHORITY shall immediately inform the CONTRACTOR in writing of such violation. The CONTRACTOR's failure to rectify such violation within three (3) days from receipt of the AUTHORITY's written notice shall give the AUTHORITY right to automatically suspend this contract without need of judicial action upon fifteen (15) days prior written notice to the CONTRACTOR. Provided, however, that in any of the following instances, the AUTHORITY shall have the unqualified right to automatically terminate or rescind this contract without need of judicial action or prior notice to the CONTRACTOR.

- a. Failure of the CONTRACTOR without justifiable cause to remit to the AUTHORITY the fixed and management fee as stipulated in Section 5 hereof, or misrepresentation by the CONTRACTOR in the computation or remittance of the aforesaid fees;
- b. Failure of the CONTRACTOR to pay during the designated pay days, the salaries, wages or fringe benefits of its employees or laborers, and/or remittance of premiums to Pag-IBIG, SSS and Philhealth;
- c. Unjustified refusal of the CONTRACTOR to make available its books of accounts and other documents for inspection, examination or audit as provided for in this contract or to submit to supervision, inspection and overseeing by the AUTHORITY and/or its duly authorized representatives;
- d. Inability of the CONTRACTOR, without valid reason, as determined by the AUTHORITY, to render service to its clients and/or to provide equipment, tools and gears required by the AUTHORITY;
- e. If the CONTRACTOR engages in unlawful, illegal or highly immoral activities or business practices prejudicial to the interest of the government or well being of its employees or laborers or any such practice which would unduly cause cessation of operations of the water supply service;
- f. If the AUTHORITY shall find that public interest shall be better served by termination or rescission of this CONTRACT, determination of the circumstances justifying cancellation on the ground of public interest shall solely rest on the judgment of the AUTHORITY;
- g. Failure of the CONTRACTOR, without just cause as determined by the AUTHORITY, to undertake the repair and maintenance of the watering supply system;
- h. Transfer or assignment of this CONTRACT or any portion thereof, whether directly or indirectly, by the CONTRACTOR without prior written consent of the AUTHORITY;

**Section 32. Takeover by the Authority** - The AUTHORITY shall have the right to take-over the management and operation of the PPA watering supply system in any of the following instances:

- a. In cases of emergency involving the CONTRACTOR, such as strikes, lockout, stoppage of work and other causes of similar nature;
- b. In case of extra-judicial suspension, termination or rescission of the contract by the AUTHORITY; and



c. In such other causes where the AUTHORITY deems that the take-over will protect the national security and/or promote public interest.

In such eventuality and to ensure continuous provision of water to concessionaires of the Port of General Santos, the CONTRACTOR binds itself to lease its equipment, tools and gears to the AUTHORITY at a reasonable rate and under such terms and conditions mutually agreed upon by both parties.

**Section 33. Notice of Joint Inventory** - Six (6) months before the expiration of this CONTRACT, the AUTHORITY through the Port Manager concerned, shall duly notify the CONTRACTOR in writing of the need to undertake a joint inventory of all properties and equipment and to perform such other related work within the agreed period.

**Section 34. Automatic Transfer of Ownership of Improvements** - Upon the expiration of this contract or pre-termination thereof, as provided elsewhere in this contract, all permanent and semi-permanent improvements introduced by the CONTRACTOR on the premises subject of this contract shall automatically become the properties of the AUTHORITY without any obligation to reimburse the costs thereof, and to this end the CONTRACTOR shall deliver the same to the AUTHORITY, free from all liens, encumbrances and liabilities of whatever nature.

**Section 35. No Relinquishment and Waiver of Rights** - The failure of the AUTHORITY to insist upon strict performance of any terms, conditions and covenants of this contract shall not be deemed a relinquishment or waiver of any right or remedy that the AUTHORITY may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained.

**Section 36. Other Expenses for the Account of the Contractor** - Expenses for the preparation, notarization or registration of this contract, including the documentary stamp, shall be for the account of the CONTRACTOR.

**Section 37. Amendments** - At any time during the effectivity of this contract, the parties may amend any of its terms, conditions or stipulations as circumstances may demand, which shall be put in writing, signed by the parties in the same formality as this contract.

**Section 38. Compulsory Amendment** The parties hereby agree that this contract be subjected to appropriate amendment in accordance with the subsequent policy, guidelines that may be issued by the AUTHORITY or any competent agency.

**Section 39. Contract Documents.** The following documents shall constitute integral parts of this contract, to wit:

- a. Terms of Reference and its annexes
- b. Conditions of Contract
- c. Re-Invitation to Bid
- d. Instruction to Bidders
- e. Technical and Financial Proposal
- f. Tax Clearance from the BIR
- g. Latest Income and Business Tax Returns
- h. Certificate of PhilGEPS Registration
- i. Performance Security;
- j. Notice of Award of Contract and Contractor's "Conforme" thereto;

- k. Other Contract Documents that may be required by PPA.

The following documents shall also be made integral part of this contract, to wit:

- a. Abstract of Bids
- b. Resolution of the BAC recommending Award
- c. Approval of Award by Approving Authority
- d. Other pertinent documents as may be reasonably required by existing laws

All contract documents are and shall remain as the property of the PPA.

The words and expressions in the contract shall have the same meanings respectively assigned to them in the contract documents referred to above.

It is agreed and understood however, that in case of irreconcilable conflicts between the provisions of this contract and the provisions of any of the contract documents, the former shall be controlling.

**Section 40. Remedy and Relief.** Should there be any dispute or controversy in connection with this contract or difference between the parties arising from the interpretation of this contract, the parties hereto shall, as far as practicable, settle the same amicably. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration; Provided, however, that the arbitration proceeding shall be without prejudice to the right of the PPA to rescind or terminate this contract.

40.1. Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this contract, the CONTRACTOR shall be liable to the PPA for attorney's fees in the amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation.

**Section 41. Venue and Court Litigation** - The Parties hereby agree that the venue of any action arising from this contract shall be in the City of Manila. The cost of litigation and other expenses as may be incurred shall be in such amount as may be awarded or decided by the Court.

**Section 42. No Relief from Liability** - Any suspension, termination or rescission of this contract shall not relieve the CONTRACTOR of any liability that may have already incurred prior to such suspension, termination or rescission.

**Section 43. Separability Clause** - The invalidation of any covenants, terms and conditions and restrictions of this contract or any part thereof by a Court of Law shall in no way affect the other provisions hereof which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto signed this contract on the date and at the place first above written.

PHILIPPINE PORTS AUTHORITY  
By:

AEB WATER SERVICES  
By:

  
JUAN C. STA. ANA  
General Manager

  
ARMANDO E. BENDERO  
Proprietor

Signed in our presence:

  


### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, A Notary Public for and in the City of \_\_\_\_\_  
Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2013 personally appeared the following:

Name	Identification Card No.	Date Issued
JUAN C. STA. ANA	00692010	2010

ARMANDO E. BENDERO  
Driver's License No. MO381001601

known to me to be the same persons who executed and signed the foregoing instrument as:

Position	Company	CTC No.	Date	Place
General Manager		00100791	Jan. 19, 2013	Manila
Proprietor	AEB Water Services	07834193	Jan. 11, 2013	GSC

The foregoing instrument is a Contract for the Operation, Maintenance and Management of PPA Watering Supply System at the Port of General Santos consisting of eleven (11) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2013.