CONTRACT FOR THE RENTAL OF MULTI-FUNCTIONAL PHOTOCOPIER MACHINE FOR PMO-BATAAN/AURORA BASEPORT, LAMAO, LIMAY, BATAAN

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and executed this OCT 27 2025 day of _____, 2025 at Orani, Bataan Bataan by and between:

PHILIPPINE PORTS AUTHORITY, PMO - BATAAN/AURORA a government instrumentality with corporate powers created under P.D 857 as amended, with office address at Brgy. Lamao, Limay, Bataan represented by its Acting Port Manager **NIÑO PAOLO M. BISCOCHO**, hereinafter referred to as "**PPA**",

- and -

DDM SOLUTION ENTERPRISE, an enterprise duly organized and existing under the laws of the Philippines, with principal place of business at D-11 Zamora St. Centro Uno, Orani, Bataan, represented by its Marketing Director, **RICOFRENTE BONGCO MULI,** herein after referred to as "**LESSOR."**

WHEREAS, the PPA re-posted the Request for Quotation for the "Rental of Multi-Functional Photocopier Machine for PMO-Bataan/Aurora Baseport, Lamao, Limay, Bataan" in the PhilGEPS website, PPA website and at the PPA conspicuous place;

WHEREAS, on October 6, 2025, before the deadline for submission of quotation set on October 8, 2025, the **LESSOR** submitted its quotation, wherein it was considered as the Single Calculated and Responsive Quotation;

WHEREAS, the PPA awarded the contract for the "Rental of Multi-Functional Photocopier Machine for PMO-Bataan/Aurora Baseport, Lamao, Limay, Bataan" to the **LESSOR** which the latter accepted;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, the parties agreed as follows:

1. **EQUIPMENT:** The LESSOR hereby rents to PPA the Equipment described below and PPA acknowledges receipt thereof in good state and condition. "Equipment" shall include accessories as well as complete spare parts and consumables.

UNIT	MODEL	SERIAL NO.	LOCATION
One (1) unit	Konica Bizhub 423	A1VE041107481	PPA Port Operations Building, Lamao, Limay, Bataan
Three (3) units	Brother DCPL-2540DW	000G01234567890 E73801-E9N695126 000G0-1234567890	PPA Port Operations Building, Lamao, Limay, Bataan

2. **LOCATION:** The Equipment shall be installed at PPA Port Operations Building, Port of Lamao, Limay, Bataan. When PPA desires to relocate the

Equipment, the LESSOR shall undertake the relocation provided that PPA pays for the cost of such relocation.

3. **MAINTENANCE, SERVICE AND REPAIR:**
   a. The LESSOR shall inspect, repair, make adjustments, and conduct regular maintenance services or repair to keep the Equipment in good working condition. The LESSOR shall provide services from Monday to Friday from 8AM to 5PM, except on non-working holidays.
   b. In case of major recurring problem with the service unit, the LESSOR shall provide replacement unit of same specification within three (3) days from notice. All expenses related to machine maintenance shall be borne by the LESSOR.
   c. The LESSOR shall assign a Machine Service Engineer who will be responsible for the regular monthly maintenance of the Equipment both in terms of service as well as supply and replacement of consumables and spare parts. The Machine Service Engineer shall be at the machine location after 4 hours unless there is no available service engineer at the time of the service call.
   d. The LESSOR shall conduct of training/orientation in operating the unit to authorized end-users on PMO Bataan/Aurora.
   e. The LESSOR shall provide PMO Bataan/Aurora the copies of a quick reference/guide module to help with basic troubleshooting issues.

4. **EFECTIVITY OF AGREEMENT:** This Agreement shall be for a fixed term of twelve (12) months, effective upon installation of Equipment. Should the PPA cancel/terminate this Agreement during the term herein mentioned without valid reasons based upon terms of this agreement, the PPA shall pay the basic monthly rental charges corresponding to the unexpired portion of this Agreement.

5. **RENTAL CHARGES:** As rental, usage of consumables and servicing of the unit, PPA shall pay the LESSOR as follow:

COST PER COPY (VAT inclusive)	1 – 7,000 pages = Php 1.40 per page Excess 7,001 pages – up = Php 1.40 per page
Minimum copies a month	7,000 pages per month
Minimum billing a month	Php 9, 800.00

Note: Above prices is VAT included

The maximum allowable and deductible spoilage is two (2%) of gross number of copies per month.

6. **PAYMENT OF CHARGES:** All rental/copy charges shall be payable monthly to the LESSOR within thirty (30) days from the date of billing invoice. The LESSOR has the option to suspend the supply of consumables and services if the PPA fails to pays any outstanding charges. The PPA shall suspend payment if the LESSOR fails to supply the consumables or render repair or maintenance service.

7. **TAXES AND EXPENSES:** The PPA shall pay all taxes, fees, permits and other government charges in connection with the operation or service of the Equipment, including the Value Added Tax and other taxes and charges that may be imposed by the government or any of its instrumentalities, if applicable.

8. **OWNERSHIP OVER MACHINE:** The Equipment is property of the LESSOR. The PPA may not make any alteration, whether major or minor, on the Equipment. The rights of the PPA under this Agreement cannot be assigned without the written approval of the LESSOR.

   Upon termination, cancellation or rescission of this Agreement, the PPA shall immediately return the Equipment to the LESSOR. Should the PPA fell to return the Equipment, the PPA authorizes the LESSOR to enter the premises where the Equipment is installed and take back the Equipment. The PPA shall pay for the cost of removing or repossessing the Equipment including the cost of transporting is back to the LESSOR's premises.

9. **COMPENSATION IN CASE OF FLOOD OR DAMAGE:** The PPA shall compensate the LESSOR for whatever loss or damage on the Equipment caused by any willful act or gross negligence of the PPA, or for any loss or damage resulting from or due to violation by the PPA's any provision of this Agreement.

10. **FORCE MAJEURE:** Neither the LESSOR nor the PPA shall be responsible for any failure to fulfill any terms for this Agreement. If fulfillment has been delayed, hindered, interfered with, or prevented by any circumstances whatsoever which is not within the control of the parties, as the case may be.

    Likewise, in the event of non-performance due to force majeure, war, revolt, and invasion, the parties shall not be held liable. The party claiming Force Majeure should notify the other party within seven (7) days from the time or date it first knew or ought to have known of the Force Majeure situation. A party shall cease to be relieved from liability by reason of force majeure upon cessation of the force majeure and only on such time that the parties shall resume the performance of their obligations under this Agreement.

11. **LITIGATION AND VENUE OF ACTIONS:** Should it become necessary for either party to resort to judicial proceedings in order to enforce any of its rights hereunder, all actions and controversies that may arise this Agreement shall be brought exclusively before the proper courts in the province of Bataan.

12. **CONTRACT MODIFICATION:** No modification or alternation of this Agreement shall be considered as having been made unless executed in writing and duly signed by the parties hereto. If any part thereof be declared null and void by competent authority, the other part not affected shall thereby remain valid and binding between the parties.

13. **ASSIGNMENT:** This Agreement shall not be assigned or transferred by either party, directly or indirectly without the other party's previous consent in writing.

14. **WAIVER AND NOVATION:** No waiver by the parties, or failure by the parties to require performance by one against of any of the terms of this Agreement or other forbearance or indulgence granted as shown to each other shall release, discharge, or in any manner affect or prejudice the right of either party at any subsequent time to require strict and full performance by one against the other of any or all of its obligations herein.

15. **NOTICES:** Except as may otherwise be specifically provided, all notices to be given hereunder to the LESSOR or the PPA shall be given at its place of business as stated in this Agreement.

16. **ENTIRE CONTRACT AGREEMENT:** It is hereby understood that all the terms, stipulations, conditions, covenants and provisions contained in this instrument and the Terms of Reference (TOR) shall constitute the entire agreement between the parties, and is deemed to exclude any and all representations, promises, commitments made by the parties, verbal or otherwise prior to the execution hereof. It is therefore, expressly agreed that the parties or their duly authorized representative(s) shall not be bound by any representations, promises and commitments not contained or expressly provided in this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures this OCT 27 2025 day of _____, 2025 in Orani, Bataan, Philippines.

PHILIPPINE PORTS AUTHORITY
By:

NIÑO PAOLO M. BISCOCHO
Acting Port Manager

DDM SOLUTIONS ENTERPRISE
By:

RICOFRENTE B. MULI
Marketing Director

SIGNED IN THE PRESENCE OF:

ISRAEL R. CAMBI
Admin Division Manager

ROSALIE CARA
Admin Secretary

ACKNOWLEDGMENT

Republic of the Philippines)
Orani, Bataan) S.S.

BEFORE ME, this OCT 27 2025 day of _____, 2025 at Orani, Bataan personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE
NIÑO PAOLO M. BISCOCHO	PPA00342015	11/18/2023 Manila
RICOFRENTE B. MULI	SSS ID # 331641351-1	04/01/2018 Manila

Known to me and identified by me through competent evidence of identity with photo to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their voluntary act and free will, as well as the voluntary act and free will of the entities they represent.

This document consisting of five (5) pages including this page where the acknowledgement is written, refers to a "Contract Agreement for the Rental of Multi-Functional Photocopier Machine for PMO-Bataan/Aurora Baseport, Lamao, Limay, Bataan" signed by the Parties and their instrumental witnesses on every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL

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Book No. XII
Series of 2025

Atty. Ma. Luisa C. Muñoz
Notarial Commission No. 429-23
Until December 31, 2025
PTR No. 8167856, 01/03/2025
IBP No. 496607, 01/03//2025
Roll of Attorneys No. 80171, 05/18/2022
Orani, Bataan