CONTRACT AGREEMENT

CN-2025-06

THIS CONTRACT made on this ____ day of _____ 2025, 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-

TRIBEE WATER REFILLING STATION a single proprietor with office address located at Lleugio Building, 450, San Jose Road, Zamboanga City, hereinafter represented by **ELLEN SAAVEDRA ENRIQEZ**, 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 and delivery of purified drinking water in Round Containers (5-gallon) and bottled water (350ml) for PPA, PMO-Zamboanga from April 01 to December 31, 2025 under the following terms and conditions to wit:

SECTION 1: SCOPE OF WORK:

The scope of this contract shall include services for the provision and delivery of purified drinking water in round containers and bottled water as detailed below:

1.) Delivery of 4,727 units Purified Drinking Water in round containers (5-gallons/ Container, including its provision and free use of its containers) every Monday and Thursday of the week with a minimum of 20 units per week per location; and

2.) Delivery of 10,600 units Purified Drinking Water in small bottles at 350 ml per bottle based on actual needs.

3.) In case PPA shall request for additional number of round containers (5-gallons) and small bottles at 350 ml, the said additional request shall be included in the PPA Account after from the original requirement of 4,727 units in round containers (5-gallons) and 10,600 units 350ml bottled water.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of Nine (9) months, from April 1, 2025 to December 31, 2025. 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:

(a) Perform all obligations 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.

(b) Provide and deliver door-to-door every **Monday and Thursday** of the week at the above-stated office address of PPA specifically in the following locations:

Responsibility Units	Location
1. Port One Stop Shop (POSS)	PPA-Administration Bldg., 1st Floor
2. Finance Division	-do-
3. Finance Assessment/Collection	-do-
4. PSD-Staff Room	-do-

Representative

ELLEN S. ENRIQUEZ
Owner

ASNAR Y. HADJIJUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

5. PSD Marine and Terminal Office	-do-
6. Administrative Division	PPA-Administration Bldg., 2nd Floor
7. Office of the Port Manager	-do-
8. Conference Room-Lobby	-do-
9. Engineering Services Division (ESD)	PPA-Administration Building, 3rd Floor
10. Commission on Audit (COA)	-do-
11. BDMO Section	-do-
12. PSD-Harbor Master	PPA-Administration Building, 4th Floor
13. PM's Quarter	Multi-purpose Court
14. GAD Center	-do-
15. GAD Center (Utility Workers Mess Hall)	-do-
16. Powerhouse	Powerhouse Building, Port Area
17. ESD Field Office	Side of Powerhouse Bldg. Port Area
18. Port Police Division(PPD) - 1st Floor	PPD Office, Port Area
19. Port Police Division (PPD) - 2nd Floor	PPD Office, Port Area
20. Passenger Terminal Building I	PTB I Building, Port Area

The Purified Water at 350 ml per bottle, shall be ordered on need basis only.

(c) The Supplier shall pass the **potability test/bacteriological examinations monthly** in compliance with the IMS CY 2022 External Audit requirement/finding per OFI #14.

(d) The Supplier shall submit the Monthly Statement of Account within the first week of the succeeding month. All expenses incurred for the month shall be indicated on the said statement.

B.) **PPA** shall:

(a) Process payment upon receipt of the Statement of Account from the Supplier; and

(b) Pay the expenses based on the actual delivery of all purified water of the Supplier covered by the scope of work.

SECTION 4. CONTRACT PRICE:

The Contract price (inclusive of VAT -12% and other government charges) which shall be paid by PPA are as follows:

Scope of Work	Cost Per Unit
Supply and delivery on site of the following: 1.) 4,277 units Purified Drinking Water in round containers (5-gallons/container, including its provision and free use of its containers); and 2.) 10,600 units Purified Drinking Water in small bottles at 350 ml per bottle based on actual needs.	 Php25.00 9.00

This Contract is based on actual delivery and performed work provided by the Supplier and shall be on need basis only. The total amount of the contract shall not exceed **Two Hundred Thirteen Thousand Five Hundred Seventy-Five Pesos Only (Php213,575.00).**

In the event that the amount incurred for this contract exceeds the contract amount herein stated, the PPA shall pay the excess, provided, that the PPA shall be notified in writing stating among others the justifiable reason/s for the excess, provided further, that supporting receipts shall be attached thereto.

Representative

ELLEN S. ENRIQUEZ
Owner

AIDHARD. HADJIMUL
Acting Admin. Manager

ARCID S. JUMAANI
Port Manager

SECTOIN 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 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 6. SETTLEMENT OF DISPUTES

Any dispute arising under the Contract shall be settled in the following two (2) ways:

1. Bring the case to Arbitration Commission for settlement. The arbitration award shall be final and binding upon both parties hereto. The arbitration fee shall be borne by losing party unless otherwise decided by the Arbitration Commission.

2. In the absence of Arbitration Commission in Zamboanga City, file a lawsuit before regular courts.

SECTION 7. VENUE

The parties hereby agreed that the venue of any action arising from this contract shall be in the proper courts of the City of Zamboanga, Philippines.

SECTION 8. 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

TRIBEE WATER REFILLING STATION
By:

ELLEN S. ENRIQUEZ
Owner

Signed in the presence of:

AISHAR Y. HADJIRUL
Acting Manager, Admin. Division

AND

Representative

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 of _____, _____ personally appeared:

Name	I.D. Presented	I.D. No.	Place/Date of Issue
ARCIDI S. JUMAANI	PPA ID	PPA 00231955	Manila /Feb. 3, 1995
ELLEN S. ENRIQUEZ	UMID ID	0010-0503515-0	ZAMBOANGA CITY

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 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 MAR 28 2025, 2025 at Zamboanga City.

Doc. No. 159;
Page No. 33;
Book No. 9;
Series of 2025:

ATTY. ARNOLD L. GADDI
Notary Public - Zamboanga City
Notarial Commission No. 2025-34
Commission Expires on Dec. 31, 2026
PTR No. 2[illegible]/01/07/2025
IBP No. 5[illegible]72-1/7/2025
MCLE Compliance No. 0018882-10/1/2024
Roll No. 76656-05/05/2022

NOTARY PUBLIC

Representative

ELLEN S. ENRIQUEZ
Owner

ASHARD HADIRUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager