CN-2025-03

CONTRACT AGREEMENT

THIS CONTRACT made on this 28 day of MARCH 2025, 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—

FROST KING AIRCONDITIONING & REFRIGERATION SHOP, a Sole proprietorship with office address at Before Yubenco Starmall, MCLL Highway, Putik, Zamboanga City hereinafter represented by **FREDRICK R. MARIANO**, 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 Provisions of One (1) Lot Labor and Materials for the on-site general cleaning of Air Conditioning Units to PPA, PMO - Zamboanga from April 1, 2025 to December 31 2025 under the following terms and conditions to wit:

SECTION 1. SCOPE OF WORK:

A. General Scope of Services
1. Check the normal operation of the system
2. Clean and wash unit filters
3. Clean the evaporator coil.
4. Check and clean the condenser unit.
5. Clean the blower wheel and fan blade.
6. Check the refrigerant system.
7. Check all electrical components.
8. Vacuum the drainage system
9. Flush the drain pipe.
10. Clean the drain pan.
11. Check the noise problem.
12. Testing and commissioning of air-conditioning.
13. Check the compressor suction and discharge pressure.
14. Check and lubricate the motor bearing.
15. Check for possible defective or worn-out mechanical components, and recommend replacement or repair as deemed necessary.
16. Ensure the proper functioning of all units after cleaning.
17. The replacement of capacitor, rubber gourmet, freon injection, system processing and other minor charges amounting not more than P 1,000.00 per unit may also be included.
18. In case of breakdown, the Supplier can be reached within regular working hours (8:00am to 5:00pm) Mondays to Fridays and will send qualified technician within twenty-four (24) hours upon notified.
19. When the unit is pulled-out from the office, the Supplier shall return the repaired air conditioner units to PPA as agreed upon.

RITCHEL N. ABEJO
Representative

FREDRICK R. MARIANO
Owner

AISHAR Y. HADJUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

B. Provision of Materials:

1. Supply all necessary cleaning materials, tools, and equipment.
2. Use environmentally friendly and non-toxic cleaning agents.

C. Maintenance Report:

Must submit a detailed report per equipment after each cleaning session, including:

1. Condition of each unit
2. Any issues identified
3. Recommendations for repairs or replacements.

D. Cleaning

1. The Service provider shall at all times prevent the accumulation of waste materials, rubbish, debris and shall have the same removed immediately from the premises and disposed of property. Must always ensure a hazard-free, orderly and clean work area after every activity.

2. PPA, PMO-Zamboanga will provide the water for use during the general cleaning of the air-conditioning units.

3. The cleaning of air conditioning units shall be schedule by PPA on a quarterly basis, except for air conditioning units located in the Passenger Terminal Building, which shall be cleaned every month; and

F. The services shall be done at the above-stated office address of the PPA specifically in the following locations:

Qty./ Unit	Description of Air Condition Units	Responsibility Units	Location
1 unit	*Carrier, Wall Mounted, 1.5HP	Finance Division Manager Room	PPA, Admin. Bldg., 1st Floor
1 unit	*Carrier Wall Mounted,1.5HP	RMD-Finance Collection	PPA, Admin. Bldg., 1st Floor
3 units	* Kolin, Window Type 2HP * Kolin, Window Type 2HP *York, Window Type, 1.5 HP	Finance Staff Room	PPA, Admin. Bldg., 1st Floor
9 units	*Panasonic, Wall Mounted, 1.5 HP *Panasonic, Wall Mounted, 1.5 HP (*Panasonic, Wall Mounted, 1.5 HP *Panasonic, Wall Mounted, 1.5 HP Panasonic, Wall Mounted, 1.5 HP *Koppel, Floor Mounted 3TR *Daikin,Floor Mounted 3TR/4.0HP *Kolin Brand, Door Air Curtain *Kolin Brand, Door Air Curtain 2HP	Port One Stop Shop	PPA, Admin. Bldg., 1st Floor
2 units	*Kolin, Window Type, 1.5 HP *Carrier, Wall Mounted, 1.5 HP	Server Room	PPA, Admin. Bldg., 1st Floor
1 unit	*Koppel, Floor Mounted, 3TR	PSD-Harbor clearing	PPA, Admin. Bldg., 1st Floor
1 unit	*Kolin, Window Type, 1.5 HP	PSD - Manager's Room	PPA, Admin. Bldg., 1st Floor
2 units	*Kolin, Window Type, 2 HP *Kolin, Window Type, 2 HP	PSD - Operation Staff	PPA, Admin. Bldg., 1st Floor
2 units	*York Brand, Window Type, 2 HP *Carrier, Window Type, 2 HP	Office of the Port Manager	PPA, Adm. Bldg., 2nd floor
2 units	*Condura, Window Type, 2HP		

RACHEL N. ABEJO
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Owner

AISHA Y. HADIRUJ
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

	*Carrier, Window Type, 2 HP	OPM - Staff Room	PPA, Adm. Bldg., 2nd floor -do-
1 unit	* Carrier, Window Type, 1.5 HP	OPM Pantry	PPA, Adm. Bldg., 2nd floor -do-
4 units	*Carrier, Window Type, 2 HP *Kolin, Window Type, 2 HP *Daikin Floor Mounted Type, 3TR/4.0 HP *Daikin Floor Mounted Type,3TR/4.0HP	*Server *Legal Office * Conference room *Conference room	*PPA, Admin. Bldg., 1st Floor * PPA, Admin. Bldg., 3rd Floor *PPA, Adm. Bldg., 2nd floor *3rd Floor
1 unit	*Condura, Window Type, 2.5 HP	Old Admin. Div. Mgr's Room	PPA, Adm. Bldg., 2nd floor -do-
1 unit	*Koppel, Window Type, 1 HP	Supply Storage Room	PPA, Adm. Bldg., 2nd floor -do-
1 unit	*York Brand, Window Type, 1.5 HP	Records Room	PPA, Adm. Bldg., 2nd floor -do-
3 units	*York , Window Type, 2 HP *York , Window Type, 2 HP *York , Window Type, 2 HP	Admin. Staff Room	PPA, Adm. Bldg., 2nd floor -do-
1 unit	*Kolin, Window Type, 2 HP	OPM-BDM Room	PPA, Admin. Bldg., 3rd floor
2 units	*Kolin, Window Type, 2 HP *Kolin, Window Type, 2 HP	COA Room	PPA, Admin. Bldg., 3rd floor
1 unit	*Carrier,WindowType, 2HP	Supply Storage Room	PPA, Admin. Bldg., 3rd floor
1 unit	*Carrier, Window, 1.5 HP	ESD Manager	PPA, Admin. Bldg., 3rd floor
3 units	*Kolin, Window Type,2HP *Carrier, Window Type, 2 HP *Daikin, Floor Mounted 4.0 HP	ESD-Staff	PPA, Admin. Bldg., 3rd floor
1 unit	Kolin, Window Type, 2 HP	ESD Prayer Room	PPA, Admin. Bldg., 3rd floor
1 unit	Kolin, Window Type, 1.5 HP	ESD Staff (Room 2)	PPA, Admin. Bldg., 3rd floor
3 units	*Kolin, Window Type, 1.5 HP *Kolin, Window Type, 2 HP *Daikin, F 3TR/4.0 HP	PSD-Harbor Master	PPA, Admin. Bldg., 4th floor
2 units	*Kolin, Window Type, 2HP *Kolin, Window Type, 1.5 HP	Port Manager's Quarter	Multi-Purpose Ground
3 units	Kolin, Window Type, 2 HP *Condura, Window Type, 2 HP *Kolin, Window Type, 2HP	GAD-Center	Multi-Purpose Ground
1 units	*Kolin, Window Type, 1HP	PCMD Staffhouse	Multi-Purpose Ground
2 units	*Carrier,WindowType,2HP *York, Window Type, 1.5 HP	Powerhouse	PPA, Powerhouse
2 units	*York, Window Type, 2 HP *Carrier, window Type, 2 HP	ESD Field Office	Near PPA Powerhouse
2 units	*Kolin, Window Type, 2 HP York, Window Type, 2 HP Daikin, Floor Mounted, 4.0 HP	PPD Manager's Room	PPA, PPD Bldg. (3rd Floor)
2 units	*Kolin, Window Type, 2 HP *Kolin, Window Type, 2 HP	PPD - Staff Room 1	PPA, PPD Bldg. (1st Floor Room 1)
2 units	*Kolin, Window Type, 2 HP *Kolin, Window Type, 2 HP	PPD - Staff Room 2	PPA, PPD Bldg. (1st Floor Room 2)
1 unit	*Carrier, Window Type, 2 HP	PPD/Advance Security Room	PPD Ground
	*Condura, Window Type, 2HP *Carrier, Window Type, 2 HP *Carrier, FM,3TR * Carrier, FM,3TR	PTB (Temporary Building)	

RITCHELTN. OBEJO
Representative

FREDRICK R. MARIANO
Owner

ASHAR Y. HADJRUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

15 units	*Carrier, FM,3TR *Carrier, FM,3TR *Carrier, FM,3TR *Carrier, FM,3TR *Carrier, Floor Mounted, 7.5 TR *Carrier, Floor Mounted, 7.5 TR *Carrier, Floor Mounted, 7.5 TR *Carrier, Floor Mounted, 7.5 TR *Kolin, Wall Mounted, Split Type 1.5 HP *Kolin, Window Type, 2 HP *Kolin, Wall Mounted, 1.5 HP	Note: 1 transferred to PTB2 (CFS)	CFS Building
4 units	*Kolin, Wall Mounted, 1.5 HP *Kolin, Wall Mounted, 1.5 HP *Kolin, Wall Mounted, 1.5 HP *Kolin, Wall Mounted, 1.5 HP	GAD Halfway House	Halfway House
8 units	*York, Window Type, 2 HP (1 unit) *Carrier, Window, 2 HP (2 units) *Sharp, Window Type, 1 HP (1 unit) *Kolin, Window Type, 1 HP (1 unit) *Kolin, Window Type, 2 HP (1 unit) *Carrier, Floor Mounted, 3 TR (1 unit) *Koppel, Window Type, 1 HP (1 unit)	TMO-Isabela	TMO-Isabela, Basilan City
92 Units	**TOTAL**		

RITCHEL N. ABEJO
Representative

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:

FREDRICK R. MARIANO
Owner

A. The SUPPLIER shall:

1.) Provide **skilled and qualified technicians only** to perform the job;
2.) Perform all the piece work 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;
3.) Submit the Statement of Account for all the repair and cost of replaced materials incurred by PPA after end of the month. The said statement shall be submitted within the first week of the succeeding month;
4.) Undertake to undo what has been poorly done at its own expense within seven (7) days.
5.) Ensure safety of all personnel, equipment, and facilities during and after every work.
6.) Observe compliance with all existing rules and regulations of the agency while inside the premises.
7.) Service Provider personnel must wear company identification cards and uniform.

ASTHAR Y. HADJIRUL
Acting Admin. Manager

B. The PPA shall:

1.) Pay the actual services rendered by the supplier.
2.) Pay other minor expenses outside the above-mentioned scope such as minor labor fee, spare parts and/or other materials like the replacement of capacitor, rubber grommet, provision of cleaning solution and other minor charges amounting not more than P1,000.00 per unit.
3.) Process payment after receipt of the Statement of Account from the Supplier.

ARCIDI S. JUMAANI
Port Manager

SECTION 4. CONTRACT PRICE:

The contract prices (inclusive of VAT-12% and other government charges) shall be paid by PPA based on the scope of work are as follows:

General Cleaning Service Fee	Cost Per Unit
1.) **Baseport Zamboanga**	
a) Window Mounted, 1 HP to 2 HP	P 250.00
b) Wall Mounted, Split type, 1 HP - 1.5 HP	P 810.00
c) Floor Mounted, Split type, 3.0 TR/4.0 HP	P 810.00
d) Floor Mounted, Split type, 7.5 TR	P 810.00
e) Door Air Curtains, .2 HP	P 320.00
f) Floor Mounted Split Type 3TR	P 750.00
g) Window Mounted 1HP to 2HP TPTB	P 300.00
h) Wall Mounted Split type 1HP to 1.5 HP	P 810.00
2.) TMO - Isabela	
a) Window Mounted, 1 HP to 2 HP	P 700.00
b) Floor Mounted, Split type, 3.0 TR	P1,000.00

MITCHEL N. ABEJO
Representative

This Contract is based on actual work provided by the Supplier and shall be on a quarterly basis. The total amount of the contract shall not exceed **Two Hundred Fifty-Two Thousand Four Hundred Fifty Pesos (Php252,450.00).**

FREDERICK R. MARIANO
Owner

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.

SECTION 5. WARRANTY ON SERVICES:

A one (1) month warranty shall be given in case of any defect on the replaced materials provided by the Supplier, which shall be free of charge, counted from date of replacement of materials.

AIMAR Y. KADIRON
Acting Admin. Manager

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.

ARCADI S. JUMAANI
Port Manager

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. 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 8. 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 9. 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

FROST KING AIRCONDITIONING & REFRIGERATION SHOP

By:

FREDRICK R. MARIANO
Owner/Manager

Signed in the presence of:

AISHARY. HADJIRUL
Acting Manager, Administrative Division

AND

RITCHEL N. ABEJO
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 28 day March, 2024 personally appeared:

Name	I.D. Presented	I.D. No.	Place/Date of Issue
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Manila/Feb. 3, 1995
FREDRICK R. MARIANO	DRIVER'S LICENSE	J04-11-005298	04/22/2032

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 Seven (7) 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 28th day of MARCH, 2025 at Zamboanga City.

Doc. No. 165;
Page No. 34;
Book No. 1;
Series of 2025:

DOC. STAMP PAID
0254706
03-28-2025

NOTARY PUBLIC

ATTY. EMELITA D. ESPARTERO-MAGBANUA
Notary Public for Zamboanga City
Notarial Commission No. 2024-0011
4th St. Aurora Village, Tumaga, Zamboanga City
PTR No. 3073015; 01-06-2025; ZC
IBP No. 503882; 01-09-2025; ZC
Roll No. 85611
MCLE Compliance No. VIII-0019165

RACHEL N. ABEJO
Representative

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ASHIER Y. HABIRUL
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