

**CONTRACT AGREEMENT**

**THIS CONTRACT** made on this 16<sup>th</sup> day of June 2023, 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-

MARZKY REFCON SERVICE CENTER, a sole proprietor with office address at Governor Ramos Avenue, Sta. Maria, Zamboanga City hereinafter represented by MARIO A. MOLAS, 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 Labor and Materials for the on-site general cleaning of Air Conditioning Units to PPA, PMO - Zamboanga from July 1, 2023 to December 31, 2023 under the following terms and conditions to wit:

**SECTION 1. SCOPE OF WORK:**

- 1.) The provision of labor and supply of materials for the on-site general cleaning of Air Conditioning Units.
- 2.) The cleaning of Air Conditioning Units shall be scheduled by PPA on a quarterly basis.
- 3.) Minor expenses like the replacement of capacitor, rubber grommet, provision of cleaning solution and other minor charges amounting not more than P1,000.00 per unit may also be included.
- 4.) The provision of labor and supply of materials for the servicing of Air Conditioning Units shall include general cleaning only as summarized below:

1.) Baseport Zamboanga:

- 54 units - Window Type, 1 HP to 2 HP
- 13 units - Wall Mounted Type, 1 HP to 1.5 HP
- 19 units - Floor Mounted Type, 3 TR/4.0 HP
- 4 units - Floor Mounted Type, 7.5 TR
- 2 units - Door Air Curtains, .2 HP
- 92 units            Sub - total

2.) TMO - Isabela:

- 7 units - Window Type, 1 HP to 2 HP
- 1 unit - Floor Mounted Type, 3 TR
- 8 units    Sub - total

100 units    Grand Total

- 5.) 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, 1.5 HP with Inverter	Finance Division Manager Room	PPA, Admin. Bldg., 1 <sup>st</sup> Floor

3 units	Kolin, Window Type, 2 HP (2 units) York, Window Type, 1.5 HP (1 unit)	Finance Staff Room	-do-
1 unit	Carrier, Wall Mounted, 1.5 HP	Finance Collection Room	-do-
9 units	Panasonic, Wall Mounted, 1.5 HP Inverter (5 units) Kolin Brand, Door Air Curtain .2 HP (2 units) Koppel, Floor Mounted, 3 TR, Inverter (1 unit) Daikin Brand, Floor Mounted, 3 TR/ 4.0 HP (1 unit)	Port One Stop Shop Port One Stop Shop	-do- PPA, Admin. Bldg., 1 <sup>st</sup> Floor
2 units	Kolin, Window Type, 1.5 HP Carrier, Wall Mounted, 1.5 HP	Admin. Server Room	-do-
1 unit	Koppel, Floor Mounted, 3TR	PSD - Harbor Clearing/ Marine Room	-do-
1 unit	Kolin, Window Type, 1.5 HP, Inverter	PSD - Manager's Room	-do-
2 units	Kolin, Window Type, 2 HP, Inverter	PSD - Operation Staff	-do-
2 units	York Brand, Window Type, 2 HP Carrier, Window Type, 2 HP	Office of the Port Manager	PPA, Adm. Bldg., 2 <sup>nd</sup> floor
2 units	Condura, Window Type, 2HP Carrier, Window Type, 2 HP	OPM - Staff Room	-do-
1 unit	Carrier, Window Type, 1 HP	OPM Pantry	-do-
4 units	Carrier, Window Type, 2 HP ( unit) Kolin, Window Type, 2 HP (1 unit) Daikin Floor Mounted Type, 4.0 HP (2 units)	Conference Room	-do-
1 unit	Condura, Window Type, 1.5 HP	Admin. Div. Mgr's Room	-do-
1 unit	Koppel, Window Type, 1 HP	Supply Storage Room	-do-
1 unit	York Brand, Window Type, 1.5 HP	Records Room	-do-
3 units	York Brand, Window Type, 2 HP	Admin. Staff Room	-do-
1 unit	Kolin, Window Type, 2 HP	OPM-BDM Room	PPA, Admin. Bldg., 3 <sup>rd</sup> floor
2 units	Kolin, Window Type, 2 HP (2 units)	COA Room	-do-
1 unit	Carrier, Window Type, 2HP	Supply Storage Room	-do-
1 unit	Carrier, Window, 1.5 HP	ESD Manager	-do-
3 units	Kolin, Window Type, 2 HP (1 unit) Carrier, Window Type, 2 HP (1 unit) Daikin, Floor Mounted 4.0 HP (1 unit)	ESD-Staff	-do-
1 unit	Kolin, Window Type, 2 HP	ESD Prayer Room	-do-
1 unit	Kolin, Window Type, 1.5 HP	ESD Staff (Room 2)	-do-
3 units	Kolin, Window Type, 1.5 HP Kolin, Window Type, 2 HP Daikin, Floor Mounted 4.0 HP	PSD-Harbor Master	PPA, Admin. Bldg., 4 <sup>th</sup> floor
2 units	Kolin, Window Type, 2 HP (1 unit) Kolin, Window Type, 1.5 HP (1 unit)	Port Manager's Quarter	Multi-Purpose Ground
3 units	Kolin, Window Type, 2 HP ( 1 unit) Condura, Window Type, 2 HP Condura, Window Type, 1.5HP	GAD-Center	-do-
2 units	Kolin, Window Type, 1 HP (2 units)	PCMD Staffhouse	-do-
2 units	Carrier, Window Type, 2 HP 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
3 units	Kolin, Window Type, 2 HP York, Window Type, 2 HP Daikin, Floor Mounted, 4.0 HP	PPD Manager's Room	PPA, PPD Bldg. (3 <sup>rd</sup> Floor)
2 units	Kolin, Window Type, 2 HP	PPD - Staff Room 1	PPA, PPD Bldg. (1 <sup>st</sup> Floor Room 1)
2 units	Kolin, Window Type, 2 HP	PPD - Staff Room 2	PPA, PPD Bldg. (1 <sup>st</sup> Floor Room 2)
1 unit	Carrier, Window Type, 2 HP	Advance Security Room	PPD Ground
20 units	Condura, Window Type, 2 HP (1 unit) Carrier, Window Type, 2 HP ( 1 unit)		

	Carrier, Floor Mounted, 3 TR (9 units) Carrier, Floor Mounted, 7.5 TR (4 units) Kolin, Wall Mounted, Split Type 1.5 HP (1 unit) Kolin, Window Type, 2 HP (1 unit) Carrier, Wall Mounted, 1.5 HP (1 unit) Daikin, Floor Mounted Type, 4.0 HP (2 units)	PTB (Temporary Building)	CFS Building
1 unit	Carrier, Window Type, 1.5 HP	Malasakit Center	Corcuera Exit Gate
4 units	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
<b>100 units</b>	<b>T O T A L</b>		

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.

When the unit is pulled-out from the office, the Supplier shall return the repaired air conditioner units to PPA as agreed upon.

## SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of SIX (6) months, from July 1, 2023 to December 31, 2023. 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.) 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.

### 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.

## 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:

General Cleaning Service Fee

Cost Per Unit

1.) Baseport Zamboanga

a) Window Mounted, 1 HP to 2 HP	-	P360.50
b) Wall Mounted, Split type, 1 HP - 1.5 HP	-	1,030.00
c) Floor Mounted, Split type, 3.0 TR/4.0 HP	-	1,030.00
d) Floor Mounted, Split type, 7.5 TR	-	1,133.00
e) Door Air Curtains, .2 HP	-	824.00

2.) TMO - Isabela

a) Window Mounted, 1 HP to 2 HP	-	824.00
b) Floor Mounted, Split type, 3.0 TR	-	1,648.00

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 **One Hundred Thirty Two Thousand Forty Five Pesos and Ninety Six Centavos (Php132,045.96).**

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.

**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.

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

**MARZKY RECON SERVICE CENTER**

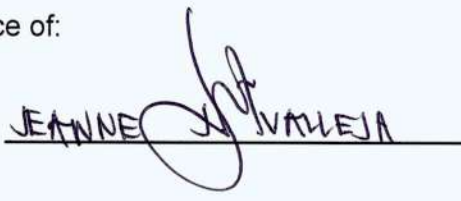
By:

  
**MARIO A. MOLAS**  
 Owner/Manager

Signed in the presence of:

  
**FRANCISCA CLARISSA P. DAGOY**  
 Manager, Administrative Division

AND

  
**JEANNE J. VALLEJA**

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the City of Zamboanga, on this JUN 21 2023 day \_\_\_\_\_, \_\_\_\_\_ personally appeared:

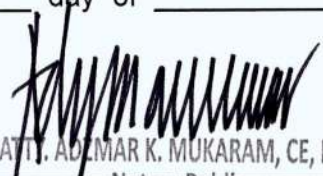
<u>Name</u>	<u>I.D. Presented</u>	<u>I.D. No.</u>	<u>Place/Date of Issue</u>
<u>ARCIDI S. JUMAANI</u>	<u>PPA ID</u>	<u>PPA00231995</u>	<u>Manila/Feb. 3, 1995</u>
<u>MARIO A. MOLAS</u>	<u>SSS-ID</u>	<u>10-0884632-0</u>	_____

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 five (5) 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 JUN 21 2023, 2023 at Zamboanga City.

Doc. No. 238 ;  
Page No. 49 ;  
Book No. 1 ;  
Series of 20 23 :

  
ATTY. ADEMAR K. MUKARAM, CE, REA  
Notary Public  
**NOTARY PUBLIC**  
Zamboanga City, Philippines  
Until December 31, 2023  
Notarial Commission No. 2022-088  
Roll of Attorney No. 82257  
IBP No. 242596, ZAMBASULTA  
PTR No. 2544015/01-03-2023, ZC  
MCLE Compliance No. New Bar Passer