

CONTRACT AGREEMENT

THIS CONTRACT made on this 16th 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-

PETROLINE MARKETING, INC., a Corporation with office address at Governor Lim Avenue, Zone 3, Zamboanga City hereinafter represented by OLIVER N. ONG, 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 Petroleum, Oil, Lubricant Products and other accessories to the PPA, PMO - Zamboanga office motor vehicles, generator sets, rigid bouyant boat and grass cutters from July 1, 2023 to December 31, 2023 under the following terms and conditions to wit:

Delivery of diesel to a minimum of 400 liters and a maximum of 6,000 liters.

SECTION 1. SCOPE OF WORK:

Supply of Petroleum, Oil, Lubricant and other accessories to the PPA, PMO-Zamboanga office motor vehicles, generator sets, rigid bouyant boat and grass cutters from July 1, 2023 to December 31, 2023 as follows:

Qty.	Unit	Description	Model	Plate No.
1	unit	Toyota Tamaraw FX-HSPU, Color-Ivory	2002	SHA - 436
1	unit	Isuzu Crosswind (Gray)		SHL - 746
1	unit	Toyota Fortuner , SUV, Lithium	2014	AAP - 4504
1	unit	Mitsubishi Adventure GX-DSL MT, Color-Polar White	2013	SLF - 546
1	unit	Toyota Innova, Color-Light Green Mica Metallic	2006	SJE - 999
1	unit	Toyota Hi Ace GL Grandia, IE 7 Silver Mettalic	2017	SAB - 4355
1	unit	Toyota Hi Lux Pick Up, Silver Mettalic	2017	SAB - 4346
1	unit	Mitsubishi Montero (Gray)	2018	NAP - 4981
1	unit	Toyota Hi-Lux FX	2020	SOL - 571
1	unit	Motorcycle, Dream (Black)	2001	SK -1315
1	unit	Isuzu D-Max Pick-up (Fire Rescue)	2020	CS D1-V640
1	unit	Isuzu Manlift	2021	CS D2-D185
1	unit	Toyota Hi-Lux Pick-up 2.4L	2022	S6 - G951
1	unit	Isuzu, Multipurpose Vehicle with Hydraulic Crane, Arc White	2022	CS D2S-632
1	unit	Rigid Bouyant Boat/Speed Boat		
4	units	Grass Cutter		
1	unit	Generator Set 10 KVA (Port Police Building)		
1	unit	Generator Set, Mobile, 50 KVA (Port Police Building)		
1	unit	Generator Set 75 KVA (Admin. Building)		
1	unit	Generator Set 500 KVA (Powerhouse)		
1	unit	Generator Set 853 KVA (Powerhouse)		

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.) Be responsible in the dispensing fuel and making available at all times for a period of six (6) months;
- 2.) Submit the Statement of Account to PPA within the first week of the succeeding month; and
- 3.) Shall provide a Fuel Analysis Certification on every bulk delivery.

B. The PPA shall:

- 1.) Issue a Purchase Order (PO) to all drivers every time fuel is withdrawn; and
- 2.) 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:

Item No.	Description	Unit Cost
1	Diesel (liter)	P62.00
2	XCS/Gasoline (liter)	76.28
3	Lubricants:	
	Engine Oil	
	Quart - Ultron Extra	180.00
	Liter - Touring	215.00
	Gallon - Touring	865.00
	2T Quart - Powerburn	170.00
	Trekker (Quart)	215.00
	Trekker (Gallon)	870.00
	HD 40 (Quart/liter)	185.00
	All Terrain (Quart)	500.00
	Enduro (Quart)	225.00
4	Brake Fluid	335.00
5	Flushing Oil (E-Flush)	180.00
6	Other Accessories:	
	Coolant	130.00
	Car Scent - California Scent	210.00
	Chamois - Kanebo	380.00
	Oil Filter	1,500.00
	WD 40	260.00
	Petro Grease (.5 KG)	185.00

This Contract is based on actual work provided by the Supplier and shall be on need basis only. The total amount of the contract shall not exceed **Seven Hundred Thirty Three Thousand Two Hundred Six Only (Php733,206.00)**.

[Handwritten signatures and initials on the left margin]

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. 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.

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.

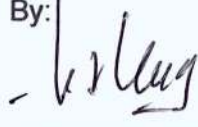
IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

PHILIPPINE PORTS AUTHORITY
By:



ARCIDI S. JUMAANI
Port Manager

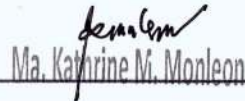
PETROLINE MARKETING, INC.
By:



OLIVER N. ONG
President

Signed in the presence of:

FRANCISCA CLARISSA P. DAGOY AND
Manager, Administrative Division


Ma. Kayrine M. Monleon

ACKNOWLEDGEMENT

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

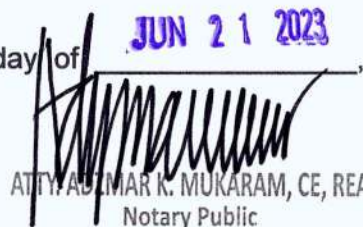
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this JUN 21 2023
day _____, _____ personally appeared:

<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>OLIVER N. ONG</u>	<u>PASSPORT</u>	<u>P8151794B</u>	<u>DFA ZAMBOANGA/NOV. 12, 2021</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 three (3) 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. 240 ;
Page No. 49 ;
Book No. 1 ;
Series of 20 23 ;


ATTY. ADIMAR K. MUKARAM, CE, REA
Notary Public
Zamboanga City, Philippines
NOTARY PUBLIC
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