

CONTRACT OF PIECE OF WORK

THIS CONTRACT made on this ____ day of _____ 2018, 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 LIBERTO C. DELA ROSA, herein referred to as "PPA";

-AND-

LA HERMOSA PIT STOP SHOP & GENERAL MERCHANDISE, INC., a corporation with office address located at MCLL Highway, Tetuan, Zamboanga City, hereinafter represented by STEVEN T. CHUA, owner, referred to as "Worker".

-WITNESSETH-

The PPA and the Worker, in consideration of the mutual covenant and agreement herein, by one to the other, by these presents enter into a Contract of Piece of Work, whereby the Worker shall provide the One (1) Lot Supply of Labor only for the repair and maintenance services of office motor vehicles to PPA from July 1, 2018 to December 31, 2018 with the following terms and conditions to wit:

SECTION 1. SCOPE OF WORK:

- 1.) The supply of labor only for the repair and maintenance of office motor vehicles shall include services for the following:

Item No.	Particulars
1	Diagnostic Fee
2	Maintenance of Battery
3	Replacement of Fan Belt
4	Replacement of Brake Lining Shoe/Pad
5	Replacement of Clutch Repair Kit
6	Replacement of Brake Repair Kit
7	Change Engine Oil & Filter
8	Replacement of Wind Shield Wiper
9	Replacement of Engine & Cabin Air Filter
10	Tire Rotation and Balance & Alignment Check
11	Vehicle Air Conditioner Maintenance

- 2.) Minor expenses on materials/spare parts related to its repair in the amount of P1,000.00 and below shall be included by PPA in addition to the above-stated scope of work in No. 1.
- 3.) The services shall be done at the above-stated office address of the Worker specifically on the following office motor vehicles:

Qty.	Unit	Description	Model	Plate Number
1	unit	Toyota Tamaraw FX-HSPU, Model Color-Red	1996	SEH-164
1	unit	Mitsubishi Adventure, Color-White	2004	SGZ-435
1	unit	Toyota Tamaraw FX-HSPU, Color-Ivory	2002	SHA-436
1	unit	Toyota Fortuner, SUV, Lithium	2014	SGZ 585
1	unit	Isuzu Crosswind XUV, Color-Gray	2002	SHL-746
1	unit	Mitsubishi Adventure GX-DSL MT, Color-Polar White	2013	SLF-546
1	unit	Mitsubishi Adventure GX-DSL MT, Color-Polar White	2013	SLG-381
1	unit	Toyota Innova, Color-Light Green Mica Metallic	2006	SJE-999
1	unit	Toyota Hi Ace GL Grandia, IE 7 Silver Mettalic	2017	VU 1831
1	unit	Toyota Hi Lux Pick Up, Silver Mettalic	2017	VV 2737
10		T O T A L		

Handwritten signatures and initials on the left margin:
 J.
 A.
 M.
 O.
 R.

- 4.) The said service shall be on need basis only. Only office motor vehicles that need the said services shall be considered.
- 5.) In case of breakdown/trouble, the Worker can be reached within regular working hours (8:00am to 5:00pm) Monday to Friday.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of SIX (6) months, from July 1, 2018 to December 31, 2018. 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 WORKER shall:

- 1.) Undertake repair and maintenance services on all official motor vehicles of PPA as mentioned in the stages of work under Section 1;
- 2) Comply everything indicated in this Agreement, and what has been poorly done, must be undone, at its own expense.
- 3) The Worker shall submit the Statement of Account for all the repair and cost of replaced materials incurred by PPA within the first week of the succeeding month.

B) The PPA shall:

- 1) Deliver to the office address of the Worker, all motor vehicles for repair and shall pick up the same, upon completion of work. The delivery and pick up shall be done during office hours (8:00 a.m. to 5:00 p.m.), Monday to Friday only, except holidays.
- 2) Pay the expenses for the services rendered based on the actual repair of all the motor vehicles undertaken by the Worker which shall be made at the end of the month.
- 3) Process payment after receipt of the Statement of Account from the Worker.

SECTION 4. WARRANTY ON SERVICES:

A one (1) month warranty shall be given in case of any defect in repair services provided by the Worker, which shall be free of charge, counted from date the repair/s was/were undertaken.

SECTION 5. CONTRACT PRICE:

The contract prices (inclusive of VAT-12%) which shall be paid by PPA depending on the scope of work of repair are as follows:

Item #	Description	Unit Cost
1.	Diagnostic Services	Php1,500.00
2.	Maintenance of Battery	300.00
3.	Replacement of Fan Belt	150.00
4.	Replacement of Brake Lining	1,200.00
5.	Replacement of Clutch Repair Kit	400.00
6.	Replacement of Brake Repair Kit	600.00
7.	Change Engine Oil & Filter	350.00
8.	Replacement of Wind Shield Wiper	200.00
9.	Replacement of Engine & Cabin Air Filter	450.00
10.	Tire Rotation and Balance & Alignment Check	700.00
11.	Vehicle Air conditioner Maintenance	4,500.00

[Handwritten signatures and initials on the left margin]

This Contract is based on actual work provided by the Worker and shall be on need basis only. The total amount of the contract shall not exceed One Hundred Thousand Pesos (P100,000.00).

However, in case the contract amount shall exceed P100,000.00, PPA shall shoulder its payment provided the said excess is justifiable and duly supported with receipts.

Motor Vehicle Counts

Acknowledgement Receipts Slips/Charge Invoice will be used as the method of accountability between PPA and Worker.

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 Worker 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 Worker 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. 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:

By:

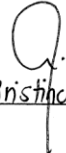

LIBERTO C. DELA ROSA
Port Manager


STEVEN T. CHUA
Owner/Manager

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY
Manager, Admin. Division

AND


Kristine Kho

ACKNOWLEDGEMENT

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

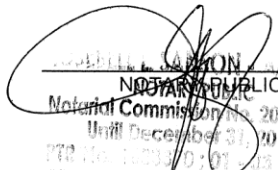
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this _____ day
_____, _____ personally appeared:

<u>Name</u>	<u>Identification Document Presented</u>	<u>Place/Date of Issued</u>
<u>LIBERTO C. DELA ROSA</u>	<u>PPA0115-1979</u>	_____
<u>STEVEN T. CHWA</u>	<u>BIR</u>	<u>Zamboanga City</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 Contract of Piece of Work 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 23 AUG 2018 day of _____, 2018 at Zamboanga City.

Doc. No. 319 :
Page No. 11 :
Book No. 04 :
Series of 20 18 :



NOTARY PUBLIC
Notarial Commission No. 20 - 2018
Until December 31, 2019
PTC No. 103370-01-18-0017
BFP No. 20192019-11-11-17
21, LDM Building Pilar Street, Zamboanga City