CONTRACT AGREEMENT

THIS CONTRACT made on this 29 day of August 2024, 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-

AM CAR AIRCON SERVICES, a Sole Proprietorship with office address located at MCCL Highway, Boalan, Zamboanga City, hereinafter represented by **HAIDEE S. MADRIÑAN**, 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 the One (1) Lot Supply of Labor only for the repair and maintenance services of office motor vehicles of PPA from September 1, 2024 to December 31, 2024 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
2	Replacement of Fan Belt
3	Replacement of Brake Lining Shoe/Pad (F/R & L/R)
4	Check/Repair Brakes
5	Replacement of Clutch Repair Kit (Upper/Lower)
6	Replacement of Brake Repair Kit (F/R & L/R)
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
12	Vehicle Tune Up
13	Bolt Tightening
14	Cleaning of Rear Brakes (F/R & L/R) per tire
15	Engine Cleaning
16	Under Chassis Cleaning
17	Replacement of Vehicles Lights- Bulb Only
	a. Head Lights
	b. Signal Lights
	c. Parking Lights
	d. Tail Lights
18	Vulcanizing per tire
19	Washing with waxing and vacuum
20	Electrical System Check and Repair

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 Supplier specifically on the following office motor vehicles:

Qty.	Unit	Description	Model	Plate Number
1	unit	Toyota Tamaraw FX-HSPU, Color-Ivory	2002	SHA-436
1	unit	Isuzu Crosswind, Gray Color	2002	SHL-746
1	unit	Toyota Innova, Color-Light Green Mica Metallic	2006	SJE-999
1	unit	Isuzu , Hi-Lander, Crosswind, Orange Color	2013	SGD-282
1	unit	Toyota Fortuner , SUV, Lithium	2014	SKZ-585
1	unit	Toyota Hi Lux Pick Up, Silver Mettalic	2017	SAB-4346
1	unit	Toyota Hi Ace GL Grandia, IE 7 Silver Mettalic	2017	SAB-4355
1	unit	Mitsubishi Montero 2.4 A/T, Color: Titanium Gray	2018	NAP-4981
1	unit	Isuzu D-Max Pick-up, color orange	2020	D1-V640
1	unit	Toyota Hi Lux FX, color white	2021	SOL-571
1	unit	Isuzu Manlift, color white	2021	D2-D185
1	unit	Toyota Hi-Lux Pick-up 2.4L, color white	2022	S6-G951
1	unit	Isuzu Truck with crane, color arc white	2023	NLF-1899
1	unit	Toyota Hi-Ace Commuter Delux, silver metallic	2023	SND-2260
1	unit	Toyota Hi-Lux FX. color white	2023	SND-2282
15		**TOTAL**		

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 Supplier 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 FOUR (4) months, from September 1, 2024 to December 31, 2024. 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.) 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 within seven (7) days.

3) The Supplier 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 Supplier, 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 Supplier which shall be made at the end of the month.

3) Process payment after receipt of the Statement of Account from the Supplier.

SECTION 4. WARRANTY ON SERVICES:

A one (1) month warranty shall be given in case of any defect in repair services provided by the Supplier, which shall be free of charge, counted from date of completion of the work performed.

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 per hereto attached schedule.

Item No.	Particulars	Unit Cost
1	Diagnostic (Toyota Tamaraw and Isuzu Crosswind)	600.00
2	Diagnostic (Toyota Innova, Montero, Fortuner, Hilux, Hi ace, D-max, Isuzu Manlift, Hi ace Commuter, Isuzu truck)	2,500.00
3	Replacement of Fan Belt (Toyota Tamaraw and Isuzu Crosswind)	700.00
4	Replacement of Fan Belt (Toyota Innova, Montero, Fortuner, Hilux, Hi ace, D-max, Isuzu Manlift, Hi ace Commuter, Isuzu truck)	900.00
5	Replacement of Brake Lining Shoe/Pad (F/R & L/R) (all PPA Service Vehicle)	1,200.00
6	Check/Repair Brakes (all PPA Service Vehicle)	300.00
7	Replacement of Clutch Repair Kit (Upper/Lower) (Toyota Tamaraw and Isuzu Crosswind	650.00
8	Replacement of Clutch Repair Kit (Upper/Lower) (Toyota Innova, Montero, Fortuner, Hilux, Hi ace, D-max, Isuzu Manlift, Hi ace Commuter, Isuzu truck)	950.00
9	Replacement of Brake Repair Kit (F/R & L/R) (all PPA Service Vehicle)	950.00
10	Change Engine Oil & Filter (all PPA Service Vehicle)	400.00
11	Replacement of Wind Shield Wiper (all PPA Service Vehicle)	250.00
12	Replacement of Engine & Cabin Air Filter (all PPA Service Vehicle)	250.00
13	Tire Rotation and Balance & Alignment Check (all PPA Service Vehicle)	1,500.00
14	Vehicle Air Conditioner Maintenance (Montero, Fortuner, Hi ace)	5,500.00
15	Vehicle Air Conditioner Maintenance (Hilux and Isuzu Truck)	5,000.00
16	Vehicle Tune Up (all PPA Service Vehicle)	900
17	Bolt Tightening (all PPA Service Vehicle)	400.00
18	Cleaning of Rear Brakes (F/R & L/R) per tire	900.00
19	Engine Cleaning (all PPA Service Vehicle)	200.00
20	Under Chassis Cleaning (all PPA Service Vehicle)	200.00
21	Replacement of Vehicles Lights- Bulb Only (all PPA Service Vehicle)	150.00
	a. Head Lights	
	b. Signal Lights	
	c. Parking Lights	
	d. Tail Lights	
22	Vulcanizing per tire (all PPA Service Vehicle)	200.00
23	Washing with waxing and vacuum (all PPA Service Vehicle)	350.00
24	Electrical System Check and Repair (all PPA Service Vehicle)	Free

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 **One Hundred Eighty-Eight Thousand Nine Hundred Fifty Pesos (Php188,950.00).**

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.

1. Motor Vehicle Counts

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

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

AM CAR AIRCON SERVICES
By:

HAIDEE S. MADRIÑAN
Owner/Manager

Signed in the presence of:

AISHAR Y. HADJIRUL
Acting Manager, Administrative Division

AND

BENJAMIN S. MADRIÑAN JR.

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Zamboanga, on this 29TH day August, 2024 personally appeared:

Name	Identification Presented	ID Number	Place/Date of Issued
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Manila/ Feb. 3, 1995
HAIDEE S. MANDRIÑAN	PASSPORT	P3387490B	ZAMBOANGA/SEPT.30,2019

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 29TH day of August, 2024 at Zamboanga City.

Doc. No. 89;
Page No. 19;
Book No. 1;
Series of 2024:

NOTARY PUBLIC

ATTY. LOREN MARIE F. JUSTO
Notary Public for Zamboanga City
Notarial Commission No. 2024-012
Commissioned March 08, 2024 - Dec. 31, 2025
PTR No. 277429; 12-27-2023; Zamboanga City
IBP No. 401337, 351651; 06/13/23 / 1/05/2023
Roll No. 86111; 05-02-2023
MCLE Compliance Pending