

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT
**FOR THE DESIGN, LAY-OUT, PHOTOGRAPHY, MANUSCRIPT PREPARATION, COPY-
EDITING AND PROOFREADING AND PRINTING OF CY 2018 PPA ANNUAL REPORT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this MAR 20, 2019 day of _____ 2019, in Manila Philippines,
by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality created
under Presidential Decree No. 857, as amended, with principal office at PPA
Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by
its General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as
"PPA";

- and -

MODE MATRIX MANILA, INC. (TIN No. 001-007-464-000), a private
corporation duly organized and existing under and by virtue of the laws of the
Republic of the Philippines, with office address at Unit 1022 City Land Shaw
Tower, Shaw Blvd., corner Saint Francis Street, Mandaluyong City represented in
this act by its duly Authorized Representative, **MA. SOCORRO M. LIMBO**, as
evidenced by its Secretary's Certificate, dated, 21 January 2019, copy of which is
hereto attached as Annex "A," and made an integral part of this Contract, and
hereinafter referred to as "SERVICE CONTRACTOR".

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Revised
Implementing Rules and Regulations, the PPA Head Office Bids and Awards Committee for the
Procurement of Goods and Consultancy Services (BAC-PGCS), posted on PHILGEPS and PPA
Website as well as on its bulletin board, a Request for Quotation for Small Value Procurement
(SVP) for the Design, Lay-Out, Photography, Manuscript Preparation, Copy-Editing and
Proofreading and Printing of CY 2018 PPA Annual Report;

WHEREAS, in response to the said Request for Quotation, only (1) service contractor
submitted its quotation for the foregoing project;

WHEREAS, an Abstract of Quotation and Ratings was prepared, and the quotation
submitted by the SERVICE CONTRACTOR was declared as the Single Calculated and
Responsive Quotation, in the amount of **NINE HUNDRED NINETY EIGHT THOUSAND EIGHT
HUNDRED PESOS (P 998,800.00)**, Philippine Currency;

WHEREAS, pursuant to BAC-PGCS Resolution No. 006-2019 Series of 2019, award of
contract was made to the SERVICE CONTRACTOR in a Notice of Award dated 18 February
2019, in the amount of **NINE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED
PESOS (P 998,800.00)**, Philippine Currency;

WHEREAS, the SERVICE CONTRACTOR duly accepted the award by signing its
Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual
covenants, stipulations and agreements herein contained, the PPA and the SERVICE
CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

Witness:
GENVE MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.
BY: *M. Socorro M. Limbo*
MA. SOCORRO M. LIMBO
Authorized Representative

Witness:
Mark Jom B. Palomar
MARK JOM B. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: *Jay Daniel R. Santiago*
JAY DANIEL R. SANTIAGO
General Manager

ARTICLE I CONSIDERATION

1.01 For and in consideration of the services to be rendered, as well as compliance by the SERVICE CONTRACTOR with all the terms and conditions of this Contract, PPA shall pay the SERVICE CONTRACTOR the amount of **NINE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED PESOS (P 998,800.00)** inclusive of Value Added Tax (VAT) and fees as may be required by the government. All payments shall be subject to the usual accounting and auditing rules and regulations presently in operation.

ARTICLE II SCOPE OF SERVICES

2.01 The SERVICE CONTRACTOR, in consideration of the payment for its services, hereby undertakes to provide PPA the design, lay-out, photography, manuscript preparation, copyediting and proofreading and printing of 300 copies of the 2018 PPA Annual Report.

2.02 For the Design, Lay-out, Photography, Manuscript Preparation, Copy-Editing, Proofreading and Printing of the PPA Annual Report for 2018, the winning Service Contractor shall be responsible for the provision, among other works, of the following:

1. Conceptualization of Design. The Service Contractor shall develop and present a minimum of three (3) Comprehensive Artwork Designs for the cover, inside pages, and envelope based on the theme selections.

The presentation of each comprehensive artwork design shall include a brief cover story describing the concept or the suggested theme. Likewise, it should reflect the relevance and significance of the Port Authority to both domestic and international trading, maritime transportation, and port community development.

The design for the envelope shall likewise match the proposed designs for the cover and inside pages.

2. Lay-out. The inside pages present the major accomplishments of PPA in sections as per functional area, e.g., Port Operations, Finance, Port Development, etc. the Service-Contractor shall prepare a minimum of three (3) lay-out proposals for the inside pages which should complement all of the design proposals for the cover. Lay-out shall include, but not limited to the (i) application of artworks appropriate for the approved concept design and chosen theme; photographs that capture port operations, facilities, and services; presentation charts in graphical and tabular forms as well as infographics, (ii) arrangement of manuscript (i.e., selection of font style; quality and color; pagination, etc.), and (iii) enhancement of PPA of PPA-supplied photos, if any.

3. Photography. The Service Contractor shall execute and supervise the pictorial set-ups inclusive of but not limited to photo sessions for the (i) approved cover design; (ii) PPA Board of Directors, Board Committees, Board Technical Working Group, PPA Executive Officers, PPA Management Team, Head Office Managers and Port Managers, and other personnel activity photos; (iii) port facilities and operations photos based on the approved concept design and chosen theme; and, (iv) other activities and port facilities which are not captured by PPA-supplied photos.

The pictorial shall be held at the PPA Head Office or in other venue/s as determined by the Authority for the photos of PPA Board of Directors/Board Committees/PPA Executive Officers/PPA Management Team/ Head Office Managers/Port Managers. Other photography requirements/photo shoots for the 2018 Annual Report shall be done at the following ports: Currimao (Ilocos Norte), Puerto Princesa, Bataraza (Palawan), Bohol, Catagbacan (Bohol), Culasi (Bohol), Maribojoc (Bohol), Tacloban, Iligan, Surigao, Jubang (Surigao) and Dapitan.

4. Manuscript Preparation, Copyediting, and Proofreading. The preparation of the PPA Annual Report manuscript shall be undertaken by the Service Contractor based on the Report outline generally covering major sections on Shipping and

Witness:

GENEVIÈVE MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.

BY:

MA. SOCORRO M. LIMBO
Authorized Representative

Witness:

MARK JON B. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY

BY:

JAY DANIEL R. SANTIAGO
General Manager

Trade Performance; Port Services; Physical Infrastructure Development and Maintenance; Sustainability, Environment, and People; and, other sections as may be determined necessary by the Authority for inclusion in the Report or as required by oversight government agencies.

The Financial Performance section, on the other hand, shall be included in the Report should the COA Audited Financial Report be released or become available during the production period. Otherwise, the Financial Performance section shall be excluded from the Report.

The Service Contractor shall, likewise, provide copyediting, i.e., reviewing and correcting the Annual Report manuscript to improve accuracy, readability, and fitness for its purpose, and to ensure that it is free of error, omission, inconsistency, and repetition, and proofreading services to ensure that the content of the Report is accurate, and free from omission and inconsistency.

5. Production, Printing, and Packaging. Details of production works and materials to be used should strictly conform to the Technical Specifications provided in item No. 7 of the Terms of Reference and inclusive of other requirements as may be agreed upon during the Pre-Production Conference (see Annex A – Activity No. 3). All attendant activities needed to satisfactorily complete the production work shall be undertaken in accordance with the acceptable technical practice and production procedures.

The production work, specifically preparation of mock proofs and editorial works on final manuscript, printing, and packaging, including all attendant activities, shall be completed within the maximum duration of sixty (60) calendar days reckoned from the issuance of the Notice to Proceed (NTP). Production time may be adjusted accordingly upon written request of the Service Contractor in cases where there will be delay in the completion of tasks required from PPA or brought about by circumstances that are beyond the control of the Service Contractor.

For purposes of the 60-day period, it is also understood that web posting of the final approved manuscript is deemed as the reckoning date of the official dissemination of the PPA Annual Report, i.e., it may proceed ahead of the official distribution of the hard copies (printed output) to PPA Responsibility Centers nationwide and to other recipients.

D. OTHER TERMS & CONDITIONS

6. The technical specifications for the Design, Lay-out, Photography, Manuscript Preparation, Copyediting and Proofreading, and Printing of the 2018 edition of the PPA Annual Report shall include the following:

a. Conceptualization of Design and Layout

The Service Contractor shall develop and present a minimum of three (3) Comprehensive Artwork Designs for Cover, Envelope, and Inside Pages based on the suggested theme selection listed below:


1. Towards a Fresh New Look;
2. Selling Beyond Possibilities;
3. Upon The Lookout;
4. Transformation through Economic Upgrading of Ports;
5. TransPORT: Connecting the Nation

The Service Contractor may also recommend other theme selections which it may find appropriate.

Each design shall include a brief story describing the Concept. The Service Contractor shall likewise prepare a brief sample write-up on PPA's key result areas, i.e., port operations, finance, port development and maintenance, and organizational and human resource development.

Witness:

GENVE MARIE BINAYUG
 Account Executive

MODE MATRIX MANILA, INC.
 BY: 
MA. SOCORRO M. LIMBO
 Authorized Representative

Witness:

MARK JON S. PALOMAR
 Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
 BY: 
JAY DANIEL R. SANTIAGO
 General Manager

Layout of Inside Pages shall cover that arrangement, organization and formatting of text, financial statements/presentations, statistical tables, graphs/infographics, and photographs)

b. The Service Contractor shall present/submit three (3) samples of printed corporate annual reports made for at least three (3) different clients.

c. Photography

- There shall be pictorial set-ups for photo sessions for the PPA Board of Directors/Board Committees/Board Technical Working Group, PPA Executive Officers, PPA Management Team, Head Office Managers, and Port Managers. The photo sessions shall be scheduled by PPA. The location and extent of photo sessions is subject to the discretion of the PPA Management.
- The principal as well as the assistant photographer/s shall possess tact, flexibility, and good communication and interpersonal skills.
- A make-up artist(s), who is (are) experienced in photo shoots for corporate annual reports, is (are) required in at least one (1) executive photo session who will ensure that the PPA Board of Directors/Board Committee, PPA Executive Officers, PPA Management Team, Head Office Managers, and Port Managers have been physically prepared or touched up for each photo shoot/session. S/he(They) will likewise consult with the principal photographer on angles and lighting, and other matters.
- The photo shoot at the ports shall cover staff, facility (ongoing and completed engineering projects), and port operations/activity photos at the ports. The ports to be featured in the Annual Report are Currimaog (Ilocos Norte), Puerto Princesa, Bataraza (Palawan), Bohol, Catagbacan (Bohol), Culasi (Bohol), Maribojoc (Bohol), Tacloban, Iligan, Surigao, Jubang (Surigao), and Dapitan.
- Professional fees, transportation/travel expenses for location photo shoot, cost of materials, processing and data-filing shall be shouldered by the Service Contractor
- The Service Contractor shall turn over within a week after the completion of each photo shoot the CD/s containing all the photos in digital format, sorted and properly identified/labeled as to name of port and description of subjects of activity and operations shots taken to give PPA ample time to suggest additional photos that can be included in the Annual Report and decide whether any images need to be re-shot or "photoshopped".

d. Manuscript Preparation, Copyediting, and Proofreading

- The Annual Report manuscript shall confer, among others, the Authority's highlights of performance in the development and operation of ports under its jurisdiction. A detailed discussion of PPA's key result areas, such as but not limited to port operations, port development and maintenance, and organizational and human resource development must be presented in the major sections of the Report.

The report shall likewise include discussion in PPA's compliance with Good Governance Conditions, such as but not limited to disclosure of corporate objectives, disclosure of activities implemented for customer health and safety, code of ethics or conduct, and details of whistle-blowing

policy, among others/reports/disclosures which may be required or decided to be reflected in the Report.

Witness:

GENVE MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.

BY: 
MA. SOCORRO M. LIMBO
Authorized Representative

Witness:

MARK JON B. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY

BY:

JAY DANIEL R. SANTIAGO
General Manager

On the other hand, the finance portion shall be included in the Report should the COA Audited Financial Report for CY 2018 be released or become available within the 60-day production period. Otherwise, the finance portion shall be excluded from the Report.

- The manuscript shall be prepared taking into account the following criteria/parameters:
 - *Grammar* - refers to the correctness of statements based on standard rules of grammar, e.g. verb tense, number (plural/singular), subject-verb agreement, spelling, capitalization, sentence structure, and punctuation, among others.
 - *Choice of words/terms* - refers to the choice of most appropriate terms particularly when applied to ports.
 - *Discussion* - refers to familiarity with the subject as may be indicated by the conciseness and comprehensiveness of the discussion of each topic. Any abbreviation or acronym must be spelled out in full when it first appears in the text, followed by its abbreviation in parentheses.
 - *Organization of ideas/topic* – refers to the systematic organization of topics or idea and seamless transition from one topic to the next.
 - *References* – this refers to citing or attribution of information/data from sources other than its own.
 - *Use of Graphical Elements (tables/charts/pictographs/infographics)* – refers to the use of graphic components as well as its relevance of narratives vis-à-vis tables, charts or pictures/photos being described. Tables must be properly labelled. Acronyms and footnotes, if any, must be defined and identified using superscript letters (not asterisks and special symbols) at the bottom of the table/chart/pictograph. Judicious use of graphical elements is strongly encouraged as space and the number of pages of the Annual Report is limited.
 - Copyediting and proofreading must be taken carefully for both errors and inconsistencies in spelling (specially port/maritime terminologies and proper names), numerical values in tables/charts/text, punctuation, and grammar construction.

e. Others

e.1. Printing

Production : Full Color Over Full
Process : Offset or Equivalent

e.2 Cover

Size : Open with spine and pocket
Finish : With Spot Lamination where appropriate
Material : Special paper appropriate to the approved Concept Design

e.3 Inside Pages

Size : 11" x 8" ½", vertical or horizontal
Finish : None
Material : Matte, #100

e.4 Envelope

Size : Fit, appropriate to the design

Witness:

GENVE MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.

BY:

MA. SOCORRO M. LIMBO
Authorized Representative

Witness:

MARK JOHN S. PALOMAR
Chairperson, HC-BAC-PGCS

PHILIPPINE PORTS AUTHORITY

BY:

JAY DANIEL A. SANTIAGO
General Manager

Material : Book, #80
Others : Die-cutting, pasting and gumming

e.5 Number of Pages

- e.5.1. Maximum of 90 pages including cover
e.5.2. With two (2) inserts, open size, optional

e.6 Bidding

- e.6.1. Smyth Sewn Perfect

Supervision of Production Job

7. The Service Contractor shall assign an official representative who will be permanently coordinating with PPA in the execution of the Job until the completion of the production work.
8. The PPA, through its duly authorized representative, shall be closely monitoring the progress of the Job. For this purpose, the Service Contractor shall make available information pertinent to the development of the Job whenever the same is required. PPA may conduct plant inspection anytime, within regular office hours on regular working days, if deemed necessary, to ensure the timely completion of the job.
9. In case of failure on the part of the Service Contractor to satisfactorily complete the work within the specified timetable, plus all approved time extensions, the Service Contractor shall pay the PPA liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10 of one percent (1%) of the cost of the delayed goods scheduled for delivery for each calendar day of delay (Sundays and holidays included), but not to exceed ten percent (10%) of the contract price, in which case PPA shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.


The amount of liquidated damages shall be deducted from any money due or which may become due the Service Contractor and/or collect such liquidated damages from the retention money or other securities posted by the Service Contractor, whichever is convenient to PPA.

10. Production Duration shall be within the period agreed by the parties but not to exceed sixty (60) calendar days from the issuance of Notice to Proceed (NTP)

Completion and Acceptance of Job

11. PPA reserves its property rights over all materials provided to and prepared by the Service Contractor which were intended for the production of the 2018 PPA Annual Report. No article or photograph may be used or reproduced by the Service Contractor without the written consent of PPA. As such, the manuscript, draft and mock copies of the report, including all digitally processed, stored and/or printed photos, and other articles/materials produced in relation to the Job shall be turned over by the Service Contractor to PPA upon completion of delivery of all the copies of the printed Annual Report.
12. The certificate of Completion may be issued only upon receipt of the following materials:
- (a) Complete and acceptable copies of printed Annual Report.
 - (b) Electronic/soft copy of the Annual Report in PDF format contained in a flash drive with a memory /storage capacity sufficient to store the same and those mentioned in the succeeding paragraph, i.e. (13.c.).
 - (c) Electronic/soft copy of all photographs taken for the production work converted to *jpeg* image or other Windows-compatible format, with

Witness:
GENEVA MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.
BY: 
MA. SOCORRO M. LIMBO
Authorized Representative

Witness:
MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: 
JAY DANIEL R. SANTIAGO
General Manager

standard size or image resolution appropriate for high-quality inkjet image reprinting. This shall include those digital photos that were not specifically used in the completed publication.

(d) All materials used in the production.

13. PPA reserves the right to reject the printed publication or require replacement at no cost to the government should there be failure on the part of the Service Contractor to comply with the Specifications presented in the Terms of Reference, and/or to incorporate the corrections indicated in the Final Proof.

**ARTICLE III
PERFORMANCE SECURITY**

3.01 To guarantee the faithful performance of the SERVICE CONTRACTOR of its obligations under this Contract, it shall post a performance security prior to the signing of the contract.

The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a. Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Five percent (5%)
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

3.02 This performance security shall be denominated in Philippine Pesos and posted in favor of PPA which shall be forfeited in the event it is established that the SERVICE CONTRACTOR is in default in any of its obligations under this Contract.

3.03 In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form as prescribed in Section 3.01 hereof.
- b. It shall be at least co-terminus with the final completion of the project.

3.04 Subject to the conditions of the Contract, the performance security may be released by PPA after the issuance of the Certificate of Completion and Acceptance of the project, provided that there are no claims for labor and materials filed against the contractor or the surety company.

**ARTICLE IV
COMPLETION TIME; LIQUIDATED DAMAGES**

4.01 The SERVICE CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within the period agreed by the parties but not to exceed Sixty (60) calendar days from issuance of the Notice to Proceed.

Witness:
GENIE MARIE BINAYUG
Account Executive

MODE MATRIX MANILA, INC.
BY: *[Signature]*
MA. SOCORRO M. LIMBO
Authorized Representative

Witness:
MARK JONAS PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY: *[Signature]*
JAY DANIEL R. SANTAGO
General Manager

4.02 Time is of the essence of this Contract. Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the specified contract time, plus any/time extension duly granted, if any, and is hereby in default under the contract, the SERVICE CONTRACTOR shall pay the PPA liquidated damages, in the amount equal to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay.

4.03 It is understood that all damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the SERVICE CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or any securities posted by the SERVICE CONTRACTOR, whichever is convenient to PPA.

**ARTICLE V
NON-ASSIGNMENT AND NO SUBCONTRACT**

5.01 The SERVICE CONTRACTOR shall not, without the written approval of the PPA, assign its rights or obligations under this Contract, in whole or in part, except with the prior written consent. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for PPA to terminate or cancel this Contract motu proprio without need of judicial action. Should PPA give its written approval for the Service Provider to assign any part of this contract, such consent shall not relieve the CONTRACTOR of its responsibilities under this Contract. The SERVICE CONTRACTOR shall ensure that the terms and conditions of any such sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of this Contract.

**ARTICLE VI
AGREEMENT MODIFICATION**

6.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.

**ARTICLE VII
INDIVISIBILITY OF OBLIGATION**

7.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

**ARTICLE VIII
OTHER COVENANTS**

8.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.

8.02 It should also be clearly understood that any payment or failure of the PPA to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the PPA shall not be construed or considered as a waiver on the part of the PPA for the enforcement of this Contract, nor shall it relieve the SERVICE CONTRACTOR of any of its obligations provided thereunder.

8.03 The SERVICE CONTRACTOR shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the contract documents taken together, whether the same may or may not be shown or described particularly, provided that the same can be inferred therefrom. Should the SERVICE CONTRACTOR find discrepancy in the services to be provided according to the specifications in this Contract, it shall immediately refer the same to the PPA, whose decision shall be final.

BY: *[Signature]*
MODE MATRIX MANILA, INC.
MA. SORRO M. LIMBO
Authorized Representative

Witness:
[Signature]
GENE MARIE BINAYUG
Account Executive

Witness:
[Signature]
MARK JOMES PALOMAR
Chairperson, HO-BAC-PGCS

BY: *[Signature]*
PHILIPPINE PORTS AUTHORITY
JAY DANIEL S. SANTIAGO
General Manager

8.04 The SERVICE CONTRACTOR agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the SERVICE CONTRACTOR and/or its employees in the performance of their obligations under this Contract.

8.05 No payment of the contract shall be made to the SERVICE CONTRACTOR without the Certificate of Completion and Final Acceptance from the PPA.

**ARTICLE IX
SPECIAL REPRESENTATION**

9.01 The SERVICE CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the SERVICE CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to motu proprio rescind, abrogate or otherwise terminate the contract without need of judicial action.

9.02 The SERVICE CONTRACTOR hereby warrants that it has not given nor promise to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extrajudicially or without need of judicial intervention.

**ARTICLE X
EFFECTIVITY**

This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:


JAY DANIEL R. SANTIAGO
General Manager

MODE MATRIX MANILA, INC.
(TIN No. 001-007-464-000)
By:


MA. SOCORRO M. LIMBO
Authorized Representative

WITNESSES:


MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS


GENVE MARIE BINAYUG
Account Executive

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **QUEZON CITY**) S.S.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines, this MAR 20 day 2019, 2019, personally appeared:

NAME	PROOF OF IDENTITY	DATE	PLACE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Ma. Socorro M. Limbo	Passport No. P6040015A		

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00158522	1-15-19	Manila
President/Managing Director	Mode Matrix Manila, Inc.	00198118	1-16-19	Mandaluyong City

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and that they are the respective representatives of the legal entities they represent.


The foregoing instrument refers to a Contract for the Design, Lay-Out, Photography, Manuscript Preparation, Copy-Editing and Proofreading and Printing of CY 2018 PPA Annual Report consisting of ten (10) pages including the page on which this acknowledgement is written, signed by the parties and their witnesses on all pages.

WITNESS MY HAND AND NOTARIAL SEAL.

Witness:
GENVE MARIE BINAYUG
 Account Executive

BY: 
MODE MATRIX MANILA, INC.
MA. SOCORRO M. LIMBO
 Authorized Representative

Doc. No. 402
 Page No. 87
 Book No. 877
 Series of 2019;


ATTY. ROGELIO J. BOLIVAR
 NOTARY PUBLIC IN QUEZON CITY
 AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020
 IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020
 PTR O.R. No. 7376155 C 1-7-19 / Roll No. 33832 / TIN# 129-871-009
 MCLE No. V-0019296 valid from 04/15/2016 until 04/14/2019/PASIG CITY
 Address: 31-F Harvard St. Cubao, Q.C.

Witness:

MARK JONES, PALOMAR
 Chairperson, HO-BAC-PGCS

BY: 
PHILIPPINE PORTS AUTHORITY
JAY DANIEL X. SANTAGO
 General Manager