CN: 2025-04

CONTRACT AGREEMENT

THIS CONTRACT made on this 28TH day of March 2025, 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 **Port Manager**, **ARCIDI S. JUMAANI,** herein referred to as "PPA";

-AND-

JRS BUSINESS CORPORATION, a Corporation with office address located at #19 Brixton St.,Brgy Kapitolyo, Pasig CIty, hereinafter represented by **Vice-President, JOHN PAUL P. CLAPAROLS**, referred to as "SERVICE PROVIDER".

-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 freight shipping services as follows:

SECTION 1: SCOPE OF WORK:

The scope of this contract shall include services for the provision of freight shipping services as detailed below:

SCOPE OF WORK
DOCUMENTS A. With No Commercial Value (From Mindanao to Metro Manila/Luzon/Visayas/Mindanao) Letter Size One Pounder/Medium size Three Pounder/ Large Size **GENERAL CARGO** B. Seafreight Rates (From Mindanao to Metro Manila/Visayas/Mindanao) Min. of 3 kilos

1. Freight Shipping Services:
   - The service provider is responsible for collecting the documents/cargoes from the PPA, PMO-Zamboanga upon request of the office.
   - Ensure proper packaging of documents/cargoes.
   - Transport goods and materials to and from designated locations as required by PPA, PMO-Zamboanga.
   - Ensure the safe and timely delivery of all shipments.

2. Types of Shipments:
   - Handle various types of cargo, including but not limited to:
   - Office supplies

ALLEN M. GALANTO
Representative

JOHN PAUL P. CLAPAROLS
Vice-President

ASNAR Y. HADIRUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

- Small Equipment
- Documents and other essential materials

3. Logistics and Transportation:
   - Provide logistics solutions for the efficient transport of goods.
   - Offer a range of transportation options, including land, sea, and air freight, depending on the nature and urgency of the shipment.

4. Tracking and Reporting:
   - Provide real-time tracking of shipments.
   - Submit regular reports on the status of deliveries and any issues encountered.

5. Insurance:
   Ensure all shipments are adequately insured against loss, damage, or theft.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of **Nine (9) months, from April 1, 2025 to December 31, 2025.** Such term is renewable upon mutual agreement of the parties, subject to the same terms and conditions as herein provided.

ALLEN M. GALLANTO
Representative

SECTION 3. OBLIGATIONS OF THE PARTIES:

A.) The **SERVICE PROVIDERE** shall:

(a) Perform all obligations 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.
(b) Provision of freight shipping services shall be on need basis only.
(c) The Service provider shall submit the Monthly Statement of Account within the first week of the succeeding month. All expenses incurred for the month shall be indicated on the said statement.

JOHN PAUL P. CLAPAROLS
Vice-President

B.) **PPA** shall:

(a) Process payment upon receipt of the Statement of Account from the Supplier;
(b) Pay the expenses within 7 calendar days based on the actual freight shipping services provided.

SECTION 4. CONTRACT PRICE:

The Contract price (inclusive of VAT -12% and other government charges) which shall be paid by PPA are as follows:

	Metro Manila	Luzon	Visayas	Mindanao
Letter Size(min.100g)	130	132	120	107
One Pounder(min.500g)	160	162	145	130
Three Pounder (min.1,500g	306	311	266	23
General Cargo (min.1,500g)	218	222	200	182

AISMAR Y. HADIRUL
Acting Admin. Manager

A. Equivalent Volume Weight (To be used as basis if higher than actual weight)
   $\frac{L \times W \times H}{3,500}$ = kilo x rate/destination

ARMIDI S. JUMAANI
Port Manager

B. Additional Charges
   1. Valuation Charges- P 2.00/P100.00

2. Insurance Charges- P 2.00/P100.00
3. Pick-up Fee----------as per arrangement

C. RVAT
Total Chargers X $\frac{12}{112}$

This Contract is based on freight shipping services provided by the Supplier and shall be on need basis only. The total amount of the contract shall not exceed **FORTY-SIX THOUSAND FIVE HUNDRED SEVENTY-NINE PESOS ONLY (Php46,579.00).**

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.

SECTOIN 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 provision of shipping freight services 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 actual service provided.

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.

ALLEN M. GALANTO
Representative

JOHN PAUL P. CLAPAROLS
Vice-President

AISHAR Y. HADIRUL
Acting Admin. Manager

ARCID S. JUMAANI
Port Manager

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

JRS BUSINESS CORPORATION
By:

JOHN PAUL P. CLAPAROLS
Vice-President

Signed in the presence of:

AISHAR Y. HADJIRUL
Acting Manager, Admin. Division

AND

ALLEN M. GAL ANTO
Representative

ACKNOWLEDGEMENT

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

12 MAR 2025

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

Name	I.D. Presented	I.D. No.	Place/Date of Issue
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Manila/ Feb. 3, 1995
JOHN PAUL P. CLAPAROLS	Passport I.D	P2689106B	_____

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 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 12 MAR 2025 day of _____, 2025 at Zamboanga City.

Doc. No. 221;
Page No. 46;
Book No. II;
Series of 2025;

_____
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. 2929143; 01-02-2025; Zamboanga City
IBP No. 506228; 01-13-2025
Roll No. 86111; 05-02-2023
MCLE Compliance No. VIII-0009030 Valid until April 14, 2028